

Terms & Conditions



The purpose of Derivative Leotards is to provide information and services relating to buying, selling and hiring leotards. By accessing any of the pages on Our Site You agree to comply with the Terms & Conditions set out below.

Headings in these Terms are for convenience only and will have no legal meaning or effect.

Application and Introduction

- 1.1 These Terms & Conditions will apply to the purchase and hire of the goods detailed in Our quotation (“goods”) by the buyer from Derivative Leotards.
- 1.2 This Site is owned and operated by Derivative Leotards (“DL”). References to “we”, “us” and “our” should be construed as referenced to DL.
- 1.3 “Website” / “site” refers to Derivative Leotards, accessible from derivativeleotards.co.uk
- 1.4 “You” means the individual accessing or using the site, or a company, or any legal entity on behalf of which such individual is accessing or using the website, as applicable.

Use of Content

- 2.1 All copyright and other intellectual property rights in all text, images, sound, software, service marks, logos and other materials on the pages of the Site (“the Content”) are owned by DL or are reproduced on the Site with permission of the relevant rights owner.
- 2.2 The Content may not be copied, reproduced, distributed, published, downloaded, displayed, posted or transmitted in any form or by any means without Our prior written consent.
- 2.3 You may read, view, print and download Content of a page for personal, non-commercial use, provided that all copyright, trademark and other proprietary notices contained in the original materials are retained. You may make more than one copy of any of the Contents, but You may not recopy or further distribute, sell, publish or transmit any part of the material.
- 2.4 The names, images and logos identifying Derivative Leotards, its projects, products and services, or those of third parties, are the proprietary marks of DL. Any use made of these marks may be an infringement of rights in those marks and DL reserves all rights to enforce this.

Goods

- 3.1 The description of goods is set out in all product documentation, unless expressly changed in Our quotation. In accepting the quotation You acknowledge that You have not relied upon any statement, promise or other representations about the goods by Us. Descriptions of the goods set out in Our sales documentation are intended as a guide only.
- 3.2 We can make any changes to the specification of the goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

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3.3 When hiring products, these must not be washed by the customer, and instead immediately returned to the seller to take care of. This ensures any potential risk or damage is minimised.

3.4 Goods must only be used for one partnership per competition when hiring.

3.5 A breach of the conditions above may result in a fine/payment to cover damages.

Price

4.1 The price of the goods is set out in Our quotation current at the date of Your order or such other price as We may agree in writing.

4.2 If the cost of the goods to Us increases due to a factor beyond Our control including, but not limited to, labour costs, or delivery rate changes, We can increase the price prior to delivery. Any increase under this clause will only take place after We have informed You about it.

4.3 You may be entitled to discounts. Any and all discounts will be at Our discretion.

4.4 The price is inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

4.5 Derivative Leotards will only insure items for hire up to 10x the price listed. For example, if a set is listed as £60 per competition, they will be covered up to a value of £600.

Payment

5.1 We will invoice You for the price either:

- a. on or at any time after successful checkout through Our website; or
- b. where the goods are to be collected by You, upon collection from the seller

5.2 You must make payment even if the delivery has not yet taken place.

5.3 You must pay the invoiced amount within 1 day of the date of Our invoice or otherwise according to any credit terms agreed between Us.

5.4 If You do not pay within the period set out above, We will suspend any further deliveries to You and without limiting any of Our other rights or remedies for statutory interest, charge You interest from time to time on the amount outstanding until You pay in full.

5.5 All payments must be made in British Pounds unless otherwise agreed in writing between Us.

5.6 Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law. Neither party is entitled to assert any credit or counterclaim against the other in order to justify withholding payment of any such amount.

5.7 Either party can cancel the order prior to Your acceptance (or rejection) of the quotation.

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Delivery

- 6.1 We will arrange for the delivery of the Goods to the address specified in the quotation, or Your order or to another location We agree in writing.
- 6.2 Deliveries must be made using Royal Mail Special Delivery Guaranteed service. A breach of these terms may make You liable for the full value of the Goods plus compensation when applicable.
- 6.3 If You do not specify a delivery address or if We both agree, You must collect the Goods at a location agreed in writing.
- 6.4 Delivery can take place at any time of the day and must be accepted between 8am and 8pm.
- 6.5 If You do not take delivery of the Goods We may, at Our discretion and without prejudice to any other rights:
- a. store or arrange for the storage of the Goods and will charge You for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and/or
 - b. make arrangements for redelivery of the Goods and will charge You for these costs; and/or
 - c. make arrangements to return the Goods to the original seller and charge You for any associated costs
- 6.6 If redelivery is not possible as set out above, You must collect the Goods from a location agreed with Us in writing and will be notified of this. We can charge You for all associated costs including, but not limited to, storage and insurance.
- 6.7 Any dates quoted for delivery are approximate only, and time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond Our control or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

Inspection and Acceptance of Goods

- 7.1 You must inspect the Goods on delivery or collection. When hiring out an item, the seller must also inspect the Goods upon return of the items.
- 7.2 If you identify any damages or shortages, You must inform Us in writing within 7 days of delivery, providing sufficient details.
- 7.3 Other than by agreement, We will only accept returned Goods if We are satisfied that those Goods are defective and if required, have carried out an inspection.
- 7.4 We will be under no liability or further obligation in relation to the Goods if:
- a. You fail to provide notice as set above; and/or
 - b. You make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or

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- c. the defect arises because You did not follow Our oral or written instructions about the storage, use and maintenance of the Goods; and/or
- d. the defect arises from normal wear and tear of the Goods; and/or
- e. the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by You, Your employees, Your agents or any third parties

7.5 You bear the risk and cost of returning the goods.

7.6 Acceptance of the Goods will be deemed upon inspection of them by You and in any event within 1 day after delivery

Risk and Title

8.1 All individuals listing their products should be aware of the risk they take in shipping their products and trusting these with others for short periods of time.

8.2 When selling a product, the risk in the Goods will pass to You on completion of delivery.

8.3 Title to the Goods will not pass to You until We have received payment in full for: (a) the Goods and/or (b) any other Goods or services that We have supplied to You in respect of which payment has become due

8.4 Until title to the Goods has passed to You, You must (a) store the Goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (b) keep the Goods in a satisfactory condition and keep them insured against all risks for their price from the date of delivery

8.5 As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy We may have, We can at any time ask You to deliver up the Goods and, if You fail to do so promptly, enter any of Your premises or of any third party where the Goods are stored in order to recover them.

8.6 Derivative Leotards will always aim to reduce any potential risk to the Goods where possible.

Limitation and Liability

9.1 Our liability under the contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.

9.2 Subject to the clauses above on 'Inspection and Acceptance of Goods' and 'Risk and Title', all warranties, conditions or other Terms implied by statute or common law (Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

9.3 If We do not deliver the Goods, Our liability is limited, subject to the clause below, to the cost and expenses incurred by You in obtaining replacement Goods of similar description and quality in the cheapest market available, less the price of the Goods.

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9.4 Our total liability will not, in any circumstances, exceed the total amount of the price payable by You.

9.5 We will not be liable in connection with the Goods, for:

- a. any indirect, special or consequential loss, damage, costs, or expenses; and/or
- b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
- c. any failure to perform any of our obligation if such delay or failure is due to any cause beyond our reasonable control; and/or
- d. any losses caused directly or indirectly by any failure or breach by You in relation to Your obligations; and/or
- e. any loss relating to the choice of the Goods and how they will meet Your purpose of the use by You of the goods supplied

9.6 The exclusions of liability contained within this clause will not exclude or limit Our liability for death or personal injury caused by Our negligence; or for any matter for which it would be illegal for Us to exclude or limit Our liability; and for fraud or fraudulent misrepresentation

9.7 The Content has been included in good faith and is only for Your general information. The Content does not constitute any form of advice, recommendation or arrangement by DL and is not intended to be relied upon in making (or refraining from making) any specific decisions. You are responsible for checking the accuracy of relevant facts and opinions given on the Site.

9.8 The Content may contain inaccuracies or typographical errors. We make no representations about the reliability, availability, timeliness and accuracy of the Content. We do not warrant that the Site will be free of viruses or other harmful components.

9.9 The Site may contain links to other third party sites. We neither endorse nor take responsibility for content of third party sites and will not be a party to, or in any way responsible for, transactions concerning goods and services available from such third party sites.

9.10 You may be informed of the opportunity of entering agreements with third parties on some pages of the Site. We are not liable, and take no responsibility for, any contract with third parties.

Communications

10.1 All notice under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

10.2 Notices will be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. when sent, if transmitted by email and a successful transmission/return receipt is generated;
- c. on the fifth business day following mailing, if mailed by national ordinary mail; or
- d. on the tenth business day following mailing, if mailed by airmail.

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10.3 All notice under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

10.4 All communications when listing a product on the site must be accurate. All liabilities for providing inaccurate information will fall to the individual who listed the product.

10.5 We expect those listing Goods on the Site to be responsive to messages (via email or phone) in order to facilitate a smooth buying, selling and hiring process for all individuals involved.

Data Protection

11.1 When providing the Goods to the buyer, the seller may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the buyer.

11.2 The parties agree that where such processing of personal data takes place, the buyer shall be the 'data controller' and DL shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted occasionally.

11.3 For the avoidance of doubt, 'personal data', 'processing', 'data controller', 'data processor' and 'data subject' shall have the same meaning as in the GDPR.

11.4 DL shall only process personal data to the extent reasonably required to enable it to provide the goods as mentioned in these Terms or as requested by and agreed with the buyer, shall not retain any personal data longer than necessary for the processing and refrain from processing any personal data for its own or for any third party's purposes.

11.5 DL shall not disclose personal data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

11.6 DL shall implement and maintain technical and organisational security measures as are required to protect personal data processed by the seller on behalf of the buyer. For any enquiries or complaints regarding data privacy, You can contact Our Data Protection Officer at the following email address: hello@derivativeleotards.co.uk

Prohibited Use

12.1 You may not use the Site for any of the following:

- for posting, uploading or other transmission of any material of which infringes the rights of any person or which is unlawful in any other respect;
- in any manner which could damage, disable, overburden, or impair the Site;
- to make available personal data about any person other than yourself;
- to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Site;

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- to impersonate any others or to provide inaccurate information;
- in any way abusive, vulgar, racist, sexist, defamatory, sexually orientated or obscene or which will harass, distress, embarrass or inconvenience any person or which might restrict or inhibit the use and enjoyment of the Site by any person;
- for the posting, uploading, emailing or other transmission of any unsolicited or unauthorised advertising, promotional materials, 'spam' mail, or any other form of solicitation or commercial exploitation;
- to create a database (electronic or otherwise) that includes Content;
- to transmit or re-circulate any Content to any third party;
- in such a way so as to remove the copyright or trade mark notice(s) from any copies of any Content made in accordance with these terms;
- or in any way that might bring Derivative Leotards, it's affiliated organisations or the sport of gymnastics into disrepute.

Use of Messages and Materials

13.1 By submitting messages, suggestions or material (including text, photographs, graphics, video or audio) to DL You are granting Us a perpetual royalty free non-exclusive licence to reproduce, modify, translate, make available, distribute and sub-licence the message, suggestion or material in whole or in part and in any form anywhere in the world.

13.2 By submitting any messages, suggestions or material to the website you agree that DL may use those materials or suggestions for any purpose and in any way it chooses, including, but not limited to, developing, manufacturing and marketing products using such materials or suggestions. Any materials you provide shall be regarded as non-confidential.

13.3 By submitting any messages, suggestions or material to the Site you waive all of the moral rights that you have under Chapter IV of the Copyright, Design and Patents Act 1988.

Privacy Statement

14.1 The information that you provide about yourself to Derivative Leotards will only be used by us in accordance with our Privacy Policy. By using this site you consent to our use of data collected on this site in the manner set out by us.

14.2 We may use cookies on this site. For more information, visit our Cookies Policy

Changes to Terms and Amendments to Content

15.1 DL reserved the right, at its discretion, to make changes to any part of the Site.

15.2 Due to its policy of updating the improving the Site, DL may wish to change these Terms and Conditions from time to time and You agree to be bound by the Terms and Conditions which apply at the time of Your use of the Site.

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Circumstances beyond control of either party

16.1 Neither party shall be liable for any failure or delay in performing their obligations where such failure is from any cause that is beyond any reasonable control of that party. These causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

16.2 In the event that an order for hire needs to be cancelled due to unforeseen circumstances, we may be able to provide replacement leotards at no additional cost to the customer, subject to availability and time constraints.

General

17.1 The Site may contain third party advertising and sponsorship. Advertisers and sponsors are responsible for ensuring material submitted for inclusion on the Site complies with international and national law. DL will not be responsible for any error or inaccuracy.

17.2 These Terms shall be governed by, and construed in accordance with English law and the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputed to the jurisdiction of the English courts.

17.3 If You need to contact DL about these Terms You may do so by email using this address:
hello@derivativeleotards.co.uk

17.4 If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

17.5 Failure by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.