

Returns, Refunds & Cancellations

1. Delivery, Risk and Ownership

- 1.1 All goods purchased through the Activ8u ("We", "Our", "US") website will normally be delivered within 30 calendar days after the date of Our order confirmation unless otherwise agreed or specified during the order process (subject to delays caused by events outside of Our control).
- 1.2 If We are unable to deliver the goods on the delivery date, the following will apply:
 - 1.2.1 If no one is available at your delivery address to receive the goods and the goods cannot be posted through your letterbox or left in a safe place nominated by you, We will leave a delivery note explaining how to rearrange delivery of the Goods;
 - 1.2.2 If you do not rearrange delivery within 14 days, We will contact you to ask you how you wish to proceed. If we cannot contact you or arrange redelivery, We will treat the contract as cancelled and recover the goods. If this happens, you will be refunded the purchase price of the goods themselves, but not the cost of delivery.
- 1.3 In the unlikely event that We fail to deliver the Goods within 30 calendar days of Our order confirmation, if any of the following apply you may treat the contract as being at an end immediately:
 - 1.3.1 We have refused to deliver your goods; or
 - 1.3.2 In light of all relevant circumstances, delivery within that time period was essential; or
 - 1.3.3 you told Us when ordering the goods that delivery within that time period was essential.
- 1.4 If you do not wish to cancel under sub-Clause 1.3 or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may then treat the contract as being at an end.
- 1.5 You may cancel all or part of your Order under sub-Clauses 1.3 or 1.4 provided that separating the Goods in your order would not significantly reduce their value. Any sums that you have already paid for cancelled goods and their delivery will be refunded to you within 21 days. Please note that if any cancelled Goods are delivered to you, you must return them to Us. In either case, We will bear the cost of returning the cancelled goods.
- 1.6 Delivery shall be deemed complete and the responsibility for the goods will pass to you once We have delivered the goods to the address you have provided.
- 1.7 Ownership of the goods passes to you once we have received payment in full of all sums due (including any applicable delivery charges).
- 1.8 Any refunds due under this Clause 1 will be made using the same payment method that you used when ordering the Goods.

2. **Faulty, Damaged or Incorrect Goods**

- 2.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided. If any goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or incorrectly priced) goods, please contact Us at returns@activ8u.co.uk as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement. Your available remedies will be as follows:
- 2.1.1 Beginning on the day that you receive the goods (and ownership of them) you have a 30 calendar day right to reject the goods and to receive a full refund if they do not conform as stated above.
- 2.2 To return Goods to Us for any reason under this Clause 2, please contact Us by e-mail returns@activ8u.co.uk to arrange for a return. We will be fully responsible for the costs of returning Goods under this clause and will reimburse you where appropriate.
- 2.3 Refunds (whether full or partial, including reductions in price) under this clause will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund.
- 2.4 Any and all refunds issued under this clause 2 will include all delivery costs paid by you when the goods were originally purchased.
- 2.5 Refunds under this clause 2 will be made using the same payment method that you used when ordering the goods.
- 2.6 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

3. **Cancelling and Returning Goods if You Change Your Mind**

- 3.1 If you are a consumer in the European Union, you have a legal right to a "cooling-off" period within which you can cancel the contract for any reason. This period begins once your order is complete and We have sent you your order confirmation, i.e. when the contract between you and Us is formed. You may also cancel for any reason before We send the Order Confirmation.
- 3.1.1 If the goods are being delivered to you in a single instalment (whether single or multiple items), the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the goods
- 3.1.2 If the goods are being delivered in separate instalments on separate days, the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of goods.
- 3.2 If you wish to exercise your right to cancel under this clause 3, you must inform Us of your decision within the cooling-off period. Cancellation should be by e-mail (see below). Please note that the cooling-off period lasts for whole calendar days. If, for example, you send Us an email by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted. Please use the following details:
- 3.1.3 Email: returns@activ8u.co.uk;
- In each case, providing Us with your name, address, email address,

telephone number, and Order Number.

- 3.2 Please note that you will lose your legal right to cancel under this clause 3 in the following circumstances:
- 3.2.1 If the goods are sealed for health or hygiene reasons and you have unsealed those goods after receiving them;
- 3.3 Please ensure that you return goods to Us no more than 14 calendar days after the day on which you have informed Us that you wish to cancel under this clause 3.
- 3.4 You may return goods to Us by post or another suitable delivery service of your choice to Our returns address at:
Activ8u Ltd, 90 Heathfield Road, Hitchin, Hertfordshire, SG5 1TB.
Please note that you must bear the costs of returning goods to Us if cancelling under this Clause 3
- 3.5 Refunds under this Clause 3 will be issued to you within 14 calendar days of the following:
- 3.5.1 The day on which We receive the goods back; or
- 3.5.2 The day on which you inform Us (supplying evidence) that you have sent the goods back; or
- 3.5.3 If We have not yet provided an order confirmation or have not yet dispatched the goods, the day on which you inform Us that you wish to cancel the contract.
- 3.6 Refunds under this clause 3 may be subject to deductions in the following circumstances:
- 3.6.1 Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them (e.g. no more than would be permitted in a shop). Please note that if We issue a refund before We have received the Goods and have had a chance to inspect them, We may subsequently charge you an appropriate sum if We find that the Goods have been handled excessively.
- 3.6.2 Standard delivery charges will be reimbursed in full as part of your refund. Please note, however, that We cannot reimburse for premium delivery. We will only reimburse the equivalent standard delivery costs when issuing refunds under this Clause 3. We are required by law to reimburse standard delivery charges (or the equivalent) only.
- 3.7 Refunds under this Clause 3 will be made using the same payment method that you used when ordering the Goods.

In the event of any questions, please contact us as follows:

Email: info@activ8u.co.uk

Telephone: +44 (0)203 815 7992

OUR REFUND POLICY DOES NOT AFFECT YOUR STATUTORY RIGHTS