

Terms & Conditions of Use and Terms of Trade

Your access to and use of Peakbody.co.uk (the "web site") is subject exclusively and strictly to these Terms & Conditions of Use:

1) Peakbody.co.uk Rights...

Peakbody.co.uk ("we/us") reserve the right to via web order or phone orders:

1.1) Change or remove (temporarily or permanently) the web site (or any part of it) without notice to you and you confirm that we shall not be liable to you for any such change or removal: and/or

1.2) Change these Terms & Conditions of Use at any time, and your continued use of the Web site following any change shall be deemed to be your acceptance of such change. It is your responsibility to check the Terms & Conditions of Use regularly for changes. If you do not agree with any change to the Terms & Conditions of Use you must immediately stop using the Web site

2) Third Party Links

We may provide links to other web sites or resources from time to time. Any such link to other web sites or resources is not an endorsement of such web site or resources and you acknowledge and agree that we are not responsible for the availability of and content on such web sites or resources.

3) Intellectual Property

3.1) You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material on the Web site, the Web site design, structure and graphics and all software and source codes connected with the Web site shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us.

3.2) You acknowledge and agree that the material contained within the Web site is made available for your personal non-commercial use only. You may only access, view, copy and/or print pages from the Web site for the sole purpose of you evaluating whether to and/or placing an order with us. Any other use of the material within the Web site is strictly prohibited.

5) Limitation Of Liability

5.1) The Web site is provided to you on an "as is" and "as available" basis without any warranty being given in relation to the Web site including (but not limited to) implied warranties of non-infringement, compatibility, security, accuracy or any implied warranty arising from course of dealing or usage or trade.

5.2) We make no warranty that the Web site will meet your requirements or will be uninterrupted, timely, or error-free, that defects will be corrected or that the site or the server(s) that makes it available are free of viruses or bugs.

5.3) We will not be responsible or liable to you for any loss of material uploaded or transmitted through the Web site

5.4) We will not be liable in contract, tort, negligence, for pre-contract or other representations (other than fraudulent or negligent representations) or otherwise out of or in connection with these Terms & Conditions of Use for: ? any economic loss (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or any special or indirect losses whatsoever.

5.5) Nothing in these Terms & Conditions of Use shall exclude or limit liability for death or personal injury resulting from our negligence or that of our agents or employees.

6) Indemnity

You agree to fully indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including legal fees, arising out of any breach of these Terms & Conditions of Use by you or other liabilities arising out of your use of the Web site

7) Severance

Each provision of these Terms & Conditions of Use shall be construed separately and independently of each other and the validity of any one part shall not affect the validity of any other part.

8) Law

These Terms & Conditions of Use shall be governed by the laws of and you agree to submit to the exclusive jurisdiction of the English court.

9) Our Details

You may contact us via email sale@peakbody.co.uk, or by calling the Customer Services team on 0191 4157550 (from the UK) or +44 191 4157550 (from outside the UK) between the hours of 9am - 4pm GMT (Monday – Friday) or by writing to us at Peakbody Nutrition
27 Harvey Close - Crowther Industrial Estate - Washington Tyne & Wear – England NE38 0AB
All orders for goods made by you and accepted by Peakbody.co.uk ("web site") are subject exclusively and strictly to these Terms & Conditions of Trade:

1) Ordering

1.1) All orders made by you through the Websites are subject to acceptance by us. We may choose not to accept your order for any reason.

1.2) If the goods you have ordered are not available from stock we will contact you by email and you will have the option to:

- wait until the goods are available from stock;
- cancel your order in accordance with our Cancellation & Returns Policy.

1.3) When making an order through the web site the technical steps you need to take to complete the order process are described in the Order Process section.

2) Description Of Goods & Prices

2.1) After we receive your order, we will confirm by email the details, description and price for the items you have chosen at Step 5 - Acknowledgement. If these differ from the details, description and/or price shown on the Web site and you wish to cancel your order you may do so in accordance with our Cancellation & Returns Policy.

2.2) All details, descriptions and prices for the goods appearing on the Web site are correct at the time when the information was input. You should check any received goods on arrival to ensure that they are not faulty.

2.3) Prices that are reduced for sales and promotions are only valid for the specified period.

2.4) We reserve the right to adjust the price and specification of any item on the Web site at our discretion.

3) Right to Withdraw Items

3.1) We reserve the right to withdraw any items from the Web site at any time.

3.2) We will not be liable to you or anyone else for withdrawing any items from the Web site or refusing to process an order.

4) Age Of Consent & Consumption of Purchase

4.1) If you wish to order goods which may only be purchased by persons of a certain age you will be asked when placing an order to declare that you are of the appropriate legal age to purchase the items.

4.2) If we discover that you are not legally entitled to order certain goods, we reserve the right to terminate all account facilities immediately, without notice, and we will not be obliged to complete the order.

4.3) The purchaser or consumer, should take medical or professional advice before taking any supplements or embarking on any dietary regime.

5) Payment & VAT

5.1) The total cost of your order is the price of the goods plus card processing and delivery charges as set out in the Deliveries section, and will be confirmed to you at Step 5 - Acknowledgement. All credit card payments are processed for you by PayPal and is then is paid to Peakbody.co.uk

5.2) Payment can be made by most major credit or debit cards in accordance with the Payment Methods section. Payment will be debited from your account upon dispatch of the goods to you.

5.3) You confirm that the credit/debit card that is being used is yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment, we will not be liable for any delay or non-delivery and we are not obliged to inform you of the refusal.

5.4) We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment.

5.5) The price for the goods as set on the Web site includes VAT for EU deliveries. We are not responsible for any other importation taxes, sales taxes or charges that may be levied at the delivery destination. Our VAT number is: #####?

6) Delivery & Risk

6.1) We dispatch items ordered by you as they are available using First Class Royal Mail in the UK, or other approved carriers inside and outside of the UK. The delivery charge is as set out in the Deliveries section. The Carriers will attempt to deliver your parcel and will request a signature. If for any reason the courier cannot attain a signature at the requested delivery address they will leave your parcel safe with a neighbour or in a safe place. A card will be placed through the requested delivery address stating the destination of your parcel.

6.2) Orders will be sent to the delivery address that you have registered in "YOUR ACCOUNT". We cannot be held responsible if this delivery address is wrong. If you wish to change the delivery address you may do so by entering the new details in the "YOUR ACCOUNT" section. If you wish to change your delivery address and an order is "IN PROGRESS" you must contact the Customer Services team.

6.3) We will use our reasonable endeavours to ensure that the estimated delivery times set out in the Deliveries section are met but we cannot accept any liability for late deliveries.

6.4) On occasion items may be Lost in the Post. If this occurs, you must follow the instructions set out in the Deliveries section.

6.5) Once the goods have been received by you, all risk of damage to, or loss of, the goods shall pass to you. If you intend to cancel your order in accordance with the Cancellation & Returns policy, you must keep good care of the goods pending their return to us.

6.6) Free (£0.00) Delivery does not offer an insurance for loss or damage. You the customer take all responsibility for any loss or damage that may occur. Peakbody cannot be held responsible for any loss or damage.

6.7) * Your order may flag up on our security system if the card is not registered to the address give. If this is the case, we will seek further proof before dispatch. As such it will not qualify for the dispatched within 24 hours or free promise, stated on the homepage.

7) Limitation Of Liability

7.1) To the fullest extent permissible under law, we disclaim any and all warranties of any kind (whether express or implied) in relation to goods purchased by you through the Web site Your statutory rights as a consumer are not affected.

7.2) Our liability in contract, tort, negligence, pre-contract or other representations or otherwise arising out of or in connection with these Terms & Conditions of Trade shall be limited in aggregate to all sums paid by you to us.

7.3) In any event, we shall not be liable to you under, or in connection with these Terms & Conditions of Trade in contract, tort, negligence, pre-contract or other representations (other than fraudulent or negligent representations) or otherwise for any economic loss (including without limitation loss of revenues, profits, contracts, business or anticipated savings) or for any special or indirect losses whatsoever.

7.4) Nothing in these Terms & Conditions of Trade shall exclude or limit liability for death or personal injury resulting from our negligence or that of our agents or employees.

8) Cancellation & Returns

Should you wish to cancel or return any of your goods, you may only do so. The packaging must be as received with the product un-opened and ready for us to re-sell. All Damages, cancellations & Returns must be notified via e-mail the same day (within 24 hours) All cancellations will be charged at a rate of £21.50.

Shipping costs:

UNITED KINGDOM : Free Delivery

Please allow 2-4 days for delivery. In most cases delivery takes 24 hours. Orders received before 2:00pm will be dispatched the same day.

All orders are shipped first class via recorded delivery or Carrier (consignments over 1kg), ensuring that you receive your goods in the very best condition. Any order errors must be reported to Peakbody within 48 hours; There will be no exchange of product after this time.

If the consignment has been dispatched and you require a change of address after this time, a charge of £11.50 incl. VAT will be deducted from your payment card.

PLEASE NOTE: IN SOME RARE CASES CONSIGNMENTS ARE LOST IN TRANSIT; THESE GOODS MAY TAKE UP TO 60 DAYS TO REACH THE CUSTOMER.

If you require more information on shipping costs, please contact us at:

sales@peakbody.co.uk

All returned orders will be charged at £5.50 to be resent to customers. Any Non-collected consignments will be charged at £5.50.

Any Order refused on delivery will be charged a standard rate of £21.50

DELIVERY-CUTOMER NOT PRESENT

Delivery via our carrier will be attempted twice (2) third time deliveries will be charged at £3.50. Change of address after the order has been made will be charged at £11.00.

GOODS 'LOST IN POST'

The vast majority of orders are delivered on time, but from time to time items may go missing.

As items can be shipped from different locations and using different services, please see the table below for what to do if you suspect that an item we have sent has been lost in transit:

Please note: Failure to follow the procedure as detailed below may result in a considerably longer resolution time.

Product Type	Step 1 >	Step 2 >>	Step 3 >>>
Small Items such as Vitamins, Creatine & Glutamine	ALLOW 7 WORKING DAYS FROM THE DATE OF DESPATCH. We will send you an email to tell you your order number; when we have dispatched an item. You can see the dispatch date in YOUR ORDER HISTORY	<ul style="list-style-type: none"> • Contact your local sorting office to make sure they are not holding any items for you. • Make sure you record the name of the person you spoke to, and the address of the sorting office, as you will need this information to continue your claim. • If the sorting office is NOT holding items for you, contact us making sure you provide the information above, TOGETHER with confirmation of you full DELIVERY ADDRESS. 	We will process your claim (usually within 1 - 2 days) and pending our investigation, we may send out a free-of-charge replacement item.
Other Products (Tubs of Protein, Weight Gainer, MRP'S)	ALLOW 7 WORKING DAYS FROM THE DATE IF DESPATCH** We will send you an email to tell you when we have dispatched an item. You can also see the dispatch date in YOUR ORDER HISTORY	Contact Us, with your full DELIVERY ADDRESS we will investigate with the carrier.	We will process your claim (usually within 1 - 2 days) and pending our investigation, we may send out a free-of-charge replacement item.

If you wish replacement goods to be sent, you must contact us within 28 days of your order being dispatched.

We will not send replacement items unless you have followed the above procedure.

9) Security & Privacy

you should review our Security Policy & Privacy Policy (which, for the avoidance of doubt, does not form part of these Terms & Conditions of Trade).

10) Changes To These Terms & Conditions Of Trade

We may change these Terms & Conditions of Trade at any time.

11) Severance

Each provision of these Terms & Conditions of Trade shall be construed separately and independently of each other and the invalidity of any one part shall not affect the validity of any other part.

12) Law

These Terms & Conditions of Trade shall be governed by the laws of and you agree to submit to the exclusive jurisdiction of the High Court of &.

13) Our Details

You may contact us via email sale@peakbody.co.uk, or by calling the Customer Services team on 0191 4157550 (from the UK) or +44 191 4157550 (from outside the UK) between the hours of 9am - 4pm GMT (Monday – Friday) or by writing to us at Peakbody Nutrition
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