

The Outdoors Company Terms & Conditions

1. Definitions

1. In these Conditions, the following definitions shall apply unless the context requires otherwise:
 1. "The Outdoors Company", "we", "us" or "our" means The Outdoors Company Limited, a company incorporated in England & Wales under company number 06435803 whose registered office is at Unit 9, Wheelock Heath Business Court, Alsager Rd, Winterley, Sandbach, Cheshire, CW11 4RQ
 2. "Conditions" means these terms & conditions
 3. "Contract" means any contract between The Outdoors Company and a Purchaser, which shall incorporate the Conditions
 4. "Goods" means any goods or products sold or supplied by The Outdoors Company
 5. "Purchaser" means any purchaser of Goods from The Outdoors Company

2. The Outdoors Company Conditions Apply

1. Unless otherwise expressly agreed in writing by The Outdoors Company UK Limited, all quotations and contracts for the sale or supply of Goods by The Outdoors Company are made upon these Conditions which shall at all times override any terms and conditions which the Purchaser imposes or seeks to impose, regardless of the time at which such term and conditions are introduced by the Purchaser.
2. Delivery of any Goods following a quotation for sale or supply made by The Outdoors Company will be made only upon the Conditions. Orders are accepted by The Outdoors Company subject to the Conditions.
3. Any variation must be approved by an authorised employee of The Outdoors Company and be in writing. Any quotation or estimate is given subject to the Conditions.

3. Formation of contract

1. Nothing contained in any brochure, catalogue, sales literature or website of The Outdoor Company shall constitute an offer to a Purchaser, nor shall any quotation or estimate given by The Outdoor Company constitute such an offer. Any order or request for the sale of supply of Goods by a Purchaser or prospective Purchaser shall represent an offer to purchase such Goods, capable of acceptance by The Outdoors Company. No contract shall come into existence until such offer is accepted by The Outdoors Company.

2. Where the delivery of Goods is to be outside the United Kingdom, then no contract shall come into existence until the parties have agreed delivery terms.

4. Purchaser not a consumer

1. The Outdoor Company does not sell to consumers. The Purchaser warrants that it is acting at all times in its dealings with The Outdoors Company as a business and not as a consumer.

5. Payment Terms

1. The Purchaser shall pay for all Goods in full prior to delivery by The Outdoors Company (the "Standard Payment Terms"), unless The Outdoors Company agrees different payment terms. Any such payment terms shall relate only to the Contract for which they were agreed, and all subsequent Contracts shall be subject to the Standard Payment Terms unless otherwise agreed.
2. Without prejudice to clause 5.1, in the event that The Outdoors Company has agreed alternative terms of payment (which in any event shall not exceed 30 days from the date of invoice) and in the event that the Purchaser is in default of such payment terms The Outdoors Company shall be entitled without notice to the Purchaser (even if the Purchaser has a contract with a third party) to:
 1. terminate any outstanding order or quotation;
 2. withhold and/or suspend deliveries of Goods; or
 3. reduce the Purchaser's credit limit with The Outdoors Company (if any).
3. In addition, The Outdoors Company shall be entitled to charge the Purchaser interest on the amount unpaid in accordance with the payment terms at the rate of 4% above HSBC Bank Plc base rate until payment in full is made and the Purchaser will indemnify The Outdoors Company in respect of all costs incurred by The Outdoors Company in recovering payment, including the cost of instructing solicitors.
4. No payment shall be deemed to have been received until The Outdoors Company has received cleared funds.
5. In the event that the Purchaser tenders payment by cheque and the cheque is subsequently returned by the Purchaser's Bankers unpaid, the Purchaser will also indemnify The Outdoors Company in respect of all resulting bank charges incurred by The Outdoors Company.
6. The Purchaser shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Purchaser has a valid court order requiring an amount equal to such deduction to be paid by The Outdoors Company to the Purchaser.

7. The Outdoors Company reserves the right to set off, deduct or discount any amounts due from The Outdoors Company under any other arrangement with the Purchaser against any monies due to The Outdoors Company under this Contract.

6. Prices

1. All prices displayed in both our printed and online publications are exclusive of VAT where applicable. Any applicable VAT shall be paid by the Purchaser.
2. While The Outdoors Company takes reasonable steps to ensure that prices are correct at time of publication, The Outdoors Company may terminate any Contract without penalty or liability to the Purchaser in the event that The Outdoors Company discovers prior to delivery of the Goods that the prices were incorrect. In such event, and in the event that the Purchaser has paid for the Goods, The Outdoor Company will refund to the Purchaser any sum paid under the Contract.
3. The Outdoors Company may change published prices with immediate effect without prior notice.
4. Subject to clause 5.2, the price charged to the Purchaser will be the prevailing price at the time of the Purchaser's order, unless The Outdoor Company and the Purchaser have agreed a different price.

7. Retention of Title

1. Although risk in the Goods supplied passes to the Purchaser on delivery, legal title in such Goods shall not pass to the Purchaser until The Outdoors Company has received in cleared funds the full price payable for such Goods and all other Goods supplied by The Outdoors Company to the Purchaser for which payment is then due.
2. Until legal title passes, the Purchaser shall hold the Goods as The Outdoors Company's fiduciary agent and bailee and shall keep them properly protected, insured for their full replacement value and stored separately from any other goods (whether or not supplied by The Outdoors Company). Until that time the Purchaser is entitled to resell or use the Goods in the ordinary course of its business but shall account to The Outdoors Company for the proceeds of sale and pending payment shall hold such proceeds on trust for The Outdoors Company absolutely.
3. The Purchaser's right to resell or use the Goods shall terminate automatically on the occurrence of any event set out in clause 14 and/or if any sum owed to The Outdoors Company by the Purchaser is not paid when due (whether or not such sum relates to the relevant Goods), in which case The Outdoors Company may at any time require the Purchaser, its liquidator, receiver or administrator to return the Goods and/or may repossess the Goods by entering upon any premises of the Purchaser or any third party where the Goods are reasonably believed to be stored.
4. In the event that The Outdoors Company repossess Goods pursuant to clause 7.3 then The Outdoors Company shall be entitled to recover damages from the

Purchaser in connection with and loss suffered by The Outdoors Company, including but not limited to:

1. any shortfall in the price achieved in a subsequent sale of the Goods by the Purchaser when compared with the price invoiced to the Purchaser; and
 2. the cost to the to The Outdoors Company of removing any customisation of the Goods for the Purchaser.
5. In addition and without prejudice to any other right or remedy available to The Outdoors Company, if the Purchaser is in breach of the payment terms or of any of its obligations under this clause 7, The Outdoors Company shall be entitled to:
1. cancel the Contract;
 2. suspend further deliveries; or
 3. terminate any outstanding order or quotation without incurring any liability whatsoever as a consequence of this action.
6. The Outdoors Company reserves the right at any time before title in the Goods has passed to the Purchaser to require the Purchaser to deliver up the Goods if any of the events specified in clause 14 occurs.

8. Delivery

1. Time of delivery shall not be of the essence of any Contract.
1. The terms and conditions for delivery set out in this clause 8 are only applicable for delivery within the United Kingdom (save for clause 8.1 which shall apply in all Contracts). For delivery outside the UK the parties shall agree delivery terms and no Contract shall come into existence until such terms have been agreed.
 2. Unless otherwise agreed delivery of the Goods shall take place at the Purchaser's place of business.
 3. Where The Outdoors Company makes delivery of the Goods to the Purchaser's place of business or any other place as agreed in writing, all charges in relation to carriage, including, without limitation transport costs, insurance and unloading, will at The Outdoors Company's option, be borne by the Purchaser.
 4. If for any reason the Purchaser does not accept delivery of any of the Goods when they are ready for delivery then the Goods will be deemed to have been delivered, risk passing to the Purchaser (including for loss or damage caused by The Outdoors Company's negligence) and The Outdoors Company may:
 1. store the Goods until actual delivery whereupon the Purchaser will be liable for all related costs and expenses (including without limitation storage and insurance); or

2. sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Purchaser for any shortfall below the Contract price.
5. The Outdoors Company reserves the right to deliver in instalments and any failure to deliver one instalment will not entitle the Purchaser to terminate the Contract.
6. The quantity of any consignment of Goods as recorded by The Outdoors Company upon despatch from The Outdoors Company's place of business shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive evidence proving the contrary.
7. Claims for shortages or damaged Goods must be made in writing to The Outdoors Company within 3 days of receipt of the Goods, failing which the Purchaser shall be deemed to have accepted the Goods and The Outdoors Company shall have no further liability for shortages or damaged Goods, subject to clause 10.
8. Claims for non delivery must be made to The Outdoors Company within 10 days of date of despatch shown on invoice or any other date of despatch notified by The Outdoors Company to the Purchaser, failing which The Outdoors Company shall have no further liability to the Purchaser for non delivery.

- **Returns**

1. Notwithstanding any other provision in the Contract, The Outdoors Company may at its option (but shall not be obliged to) allow the Purchaser to return the Goods upon the following conditions:
 1. that the relevant Goods are non-faulty;
 2. that the relevant Goods are Goods that are ordinarily held in stock at one of The Outdoors Company's locations;
 3. that the relevant Goods have not been customised or altered to the Purchaser's requirements, either by the Purchaser or by The Outdoors Company.
 4. that the Purchaser notifies The Outdoors Company within 10 days of delivery of its desire to return the Goods;
 5. that the Goods are returned to The Outdoors Company within 15 days of delivery;
 6. that the Goods are undamaged, in the original packaging, with all trademarks or other labelling intact and fully suitable for re-sale;
 7. the Purchaser agrees to pay The Outdoors Company 20% or £15 whichever is greater as a handling fee against the return of non-faulty standard Goods.
2. In the event that the Outdoors Company allows the Purchaser to return Goods pursuant to clause 9.1 then The Outdoors Company and the Purchaser shall agree whether the Goods

shall be delivered by the Purchaser to The Outdoors Company or collected by The Outdoors Company from the Purchaser.

3. Notwithstanding any other provision in these Conditions or the Contract, The Outdoors Company may from time to time at its sole option accept the return of non standard, non faulty Goods upon separate rates, terms and conditions, to be agreed with the Purchaser in advance of any such return. Non standard Goods are Goods which are not ordinarily held in stock at one of The Outdoors Company's locations.

- **Quality**

1. If The Outdoors Company establishes to its reasonable satisfaction that there is a defect in the Goods or there is some other failure by The Outdoors Company in relation to the conformity of the Goods with the Contract, then The Outdoors Company shall, at its option, at its sole discretion and within a reasonable time:
 1. replace such Goods with goods which are in all respects in accordance with the Contract; or
 2. issue a credit note to the Purchaser in respect of the whole or part of the Contract price of such Goods as appropriate having taken back such Goods, subject, in every case, to the remaining provisions of this clause 10 provided that the liability of The Outdoors Company under this clause 10 shall in no event exceed the purchase price of such Goods and performance of any one of the above options shall constitute an entire discharge of The Outdoors Company's liability under this warranty.
2. This clause 10 shall not apply unless the Purchaser:
 1. notifies The Outdoors Company of the alleged defect within 3 days of the time when the Purchaser discovers or ought to have discovered the defect;
 2. allows The Outdoors Company to collect the relevant Goods;
 3. complies with any reasonable request or instruction from The Outdoors Company; and
 4. affords The Outdoors Company a reasonable opportunity to inspect the relevant Goods.
3. If The Outdoors Company elects to replace the Goods pursuant to this clause 10, The Outdoors Company shall deliver the replacement Goods to the Purchaser at The Outdoors Company's own expense at the address to which the defective Goods were delivered and the legal title to the defective Goods which are being replaced shall (if it has vested in the Purchaser) re-vest in The Outdoors Company.
4. The Outdoors Company shall be under no liability under the warranty in this clause 10:

1. in respect of any defect arising from wilful damage, negligence, abnormal storage conditions, failure to follow The Outdoors Company's or the manufacturers instructions whichever is appropriate (whether oral or in writing);
 2. if the total price for the Goods has not been paid by the due date for payment;
 3. in respect of any type of defect or damage specifically excluded by The Outdoors Company by notice in writing; or
 4. if the Purchaser makes any further use of the Goods after giving notice in accordance with this clause 10.
5. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

• **Liability**

1. Subject to clause 10 above this clause 11 sets out the entire liability of The Outdoors Company (including any liability for the acts or omissions of its employees, agents and sub contractors) to the Purchaser in respect of:
 1. any breach of the Conditions or the Contract;
 2. any use made or resale by the Purchaser of any of the Goods, or any product incorporating any of the Goods; and
 3. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
2. Nothing in the Conditions excludes or limits the liability of The Outdoors Company for death or personal injury caused by The Outdoors Company's negligence, or for fraudulent misrepresentation or for any matter which it would be illegal for The Outdoors Company to exclude or attempt to exclude its liability.
3. Liability for any direct loss or damage which arises out of or in connection with the Contract shall be limited to the Contract value.
4. The Outdoors Company shall not be liable to the Purchaser for any indirect loss of profit, loss of business or depletion of goodwill or consequential loss or any claims for consequential compensation whatsoever which arise out of or in connection with the Contract, whether or not the Purchaser has made The Outdoors Company aware of any potential such loss.

• **Safety and Product Recalls**

1. The Purchaser shall comply at all times with the written instructions and all written guidelines issued from time to time attached to the Goods concerning their storage and use and the Purchaser shall refer its employees and its customers to such instructions and guidelines.

2. The Purchaser should satisfy itself that the persons responsible for the storage and use of any Goods supplied by The Outdoors Company have all the information required on health and safety and The Outdoors Company shall not be liable to the Purchaser in any civil proceedings brought by the Purchaser against The Outdoors Company in respect of a breach of the user instructions or any applicable health and safety legislation or any regulations, orders or directions made pursuant to such health and safety legislation in force from time to time or under any directive, regulation, order or other instrument relating to health and safety where such exclusion of liability is permitted by law.
3. The Purchaser shall keep The Outdoors Company properly informed of all complaints concerning the Goods and shall comply with any directions of The Outdoors Company in any issues, proceedings or negotiations relating to such complaint.
4. In the event of any recall of the Goods by The Outdoors Company the Purchaser shall cooperate fully and promptly with any steps taken by The Outdoors Company under clause 12.5 below.
5. The Outdoors Company may at its discretion recall any Goods already sold by The Outdoors Company to the Purchaser, (whether for a refund or credit or for replacement of the Goods which shall in each case be undertaken by The Outdoors Company) and/or issue any written or other notification to the Purchaser about the manner of use of any Goods already sold by The Outdoors Company to the Purchaser. The Purchaser agrees to give all reasonable assistance to The Outdoors Company or the manufacturer in resisting any claim which may arise under any recall of product by The Outdoors Company or the manufacturer of such product.

- **Force Majeure**

1. The Outdoors Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of The Outdoors Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 180 days, the Purchaser shall be entitled to give notice in writing to The Outdoors Company to terminate the Contract.

- **Termination**

1. The Outdoors Company may, as it thinks fit, (without prejudice to any other rights or remedies it may have against the Purchaser) immediately suspend further performance of the Contract or cancel delivery of the Goods or stop any Goods in transit or by notice in writing to the Purchaser terminate the Contract without liability to The Outdoors Company if:

1. the Purchaser commits a material breach of any of its obligations under the Contract which is incapable of remedy;
 2. the Purchaser fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by The Outdoors Company to remedy or desist from such breach within a period of 14 days;
 3. any distress execution or diligence is levied upon any of the Purchaser's goods or property and is not paid out within 7 days of it being levied;
 4. the Purchaser (being an individual or, in the event that the Purchaser is a partnership, any of its partners) offers to make any arrangements with or for the benefit of the creditors of the Purchaser (or any of the Purchaser's partners) generally or there is presented in relation to the Purchaser (or the Purchaser's partners) a petition of bankruptcy;
 5. the Purchaser (being a limited company) is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Purchaser calls a meeting for the purpose of passing a resolution to wind up its company or such a resolution is passed or the Purchaser presents or has presented a petition to wind up or present or have presented a petition or appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of the Purchaser's business, undertaking, property or assets;
 6. any process or action occurs in any jurisdiction in connection with the Purchaser which is analogous to any of the events described in clauses 14.1.4 and 14.1.5;
 7. the Purchaser ceases, or threatens to cease, to carry on business;
 8. a secured lender to the Purchaser takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security.
2. Notwithstanding any such termination or suspension in accordance with the above the Purchaser shall pay The Outdoors Company at the Contract rate all payments subsisting at the time of termination.

- **Product Information**

1. Whilst The Outdoors Company has made every effort to ensure that details and information given in both our printed and online publications are accurate at the time of issue but The Outdoors Company gives no guarantees as to the accuracy or completeness of such information. Full technical specifications are not necessarily included and furthermore, The Outdoors Company's policy is one of continuous improvement and the right is reserved to alter details and information at any time as the need arises.
2. Accordingly, the Purchaser should check any details and information they wish to rely on with The Outdoors Company at the time of purchase. The Outdoors Company accepts no

liability in respect of any errors or omissions herein contained or for any loss or damage, malfunction or consequential loss arising from reliance upon our publications.

- **The Outdoors Company Disclaimer**

1. Any products shown in both our printed or online publications do not represent endorsement by The Outdoors Company of any other products, services or organisations.

- **Colour Reproduction**

1. The colour reproductions of the garments featured in both our printed or online publications are as accurate as the printing or electronic process will allow. The Purchaser acknowledges that it does not rely upon such colour productions as being absolutely accurate.

- **Data Protection**

1. The Outdoors Company will at all times comply with its obligations under the Data Protection Act 1998.
2. The Outdoors Company may (but shall not be obliged to) monitor and/or record all telephone calls for the following purposes:
 1. training;
 2. quality and control; and
 3. to confirm verbal instructions.

- **Assignment**

1. The Purchaser shall not be entitled to assign the Contract or any part of it without the prior written consent of The Outdoors Company.
2. The Outdoors Company may assign or sub-contract the Contract or any part of it to any person, firm or company.

- **General**

1. Each right or remedy of The Outdoors Company under the Contract is without prejudice to any other right or remedy of The Outdoors Company whether under the Contract or not.
2. Each party agrees to keep secret and confidential all information obtained or disclosed as a result of the relationship of the parties under the Contract.
3. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

4. Failure or delay by The Outdoors Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
5. Any waiver by The Outdoors Company of any breach of, or any default under, any provision of the Contract by the Purchaser will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
6. The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
7. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

- **Copyright**

1. No part of any The Outdoors Company publications may be reproduced or transmitted in any form or by any means including photocopying and recording, without the written permission of the copyright holder, application for which should be addressed to the publisher.
2. Such written permission must be obtained before any part of this publication is stored in a retrieval system of any nature

- **Variation of Conditions**

- The Outdoors Company may amend these Conditions at any time, without notification to you. The Conditions as amended will then apply to any Contract which is entered into after the date of the amendment.