

Terms and Conditions

DISCLAIMER

Whilst we have done our very best to ensure the accuracy of all product descriptions and nutritional facts used on this website, we must make it clear that they belong to the manufacturers unless explicitly indicated otherwise and Elite Supps UK Limited takes no responsibility for their accuracy.

Likewise, all opinion and product preference expressed is our own, does not constitute dietary advice or official recommendation, and is entirely subjective. For proper and correct nutritional advice and guidance, please consult a trained fitness professional or dietitian/doctor.

The products and information presented in this website have not been evaluated by any independent food or drug authority or organisation and are not intended to diagnose, treat, cure or prevent any disease.

Products offered by Elite Supps UK Limited are intended for use and consumption by persons over the age of 18.

The Terms and Conditions (together with the documents expressly referred to in it) tells you information about us and the legal terms and conditions (Terms) on which we sell any of the products (Products) listed on our website www.elitesuppsuk.co.uk to you.

These Terms will apply to any contract between us for the sale of Products to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in it.

You should print a copy of these Terms for future reference.

We may amend these Terms from time to time. Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

These Terms, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

1.1 We operate the Elite Supps UK website www.elitesuppsuk.co.uk . We are Elite Supps UK Limited, a company registered in England and Wales under company number 11790885 and with our registered office at Black Bull House 353-355 Station Road, Bamber Bridge, Preston, Lancashire, United Kingdom, PR5 6EE.

1.2 To contact us, please see email us at contact@elitesuppsuk.co.uk

2. OUR PRODUCTS

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 Replaced by 2.3

2.3 The packaging of the Products may vary from that shown on images on our site.

2.4 All Products shown on our site are subject to availability.

2.5 Under certain circumstances we reserve the right to substitute certain products which may form part of your order.

3. USE OF OUR SITE AND PRIVACY INFORMATION

3.1 We only use your personal information in accordance with our Privacy Policy and our Cookie Policy.

3.2 Please take the time to read these policies as they include important terms which apply to you.

4. IF YOU ARE A BUSINESS CUSTOMER

This clause 4 only applies if you are a consumer.

4.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

4.2 These Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

4.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

4.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

5.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

5.2 After you place an order, you will receive an email from us acknowledging that we have received your pending order. However, please note that this does not mean that your order has been accepted.

5.3 We will confirm our acceptance to you by sending you an email that confirms that the Products have been dispatched (Dispatch Confirmation). The Contract between us will only be formed when we send you the Dispatch Confirmation.

5.4 We shall assign an order number to the order and inform you of it when we confirm the order. Please quote the order number in all subsequent correspondence with us relating to the order. Acceptance of your Order is on delivery of the order to yourself.

5.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site as referred to in clause 11.5, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

5.6 We reserve the right to decline an order for any reason.

6. OUR RIGHT TO VARY THESE TERMS

6.1 We may revise these Terms from time to time

6.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

6.3 Whenever we revise these Terms in accordance with this clause 7, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

7. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 7 only applies if you are a consumer.

7.1 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

7.2 If you have returned a Product to us because it is faulty or mis-described, we will refund the price of such defective Product in full, together with any applicable delivery charges or reasonable costs you incur in returning the Product to us or replace the item if requested.

7.3 Unless the Products are faulty or not as described (in this case, see clause 7.2), you will be responsible for the cost of returning the Products to us or, where relevant, the cost of us collecting the Products from you;

7.4 You have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

7.5 Where applicable, refunds will be made to you using the same method and to the same account as used by you to pay for your order.

7.6 As a customer, you are entitled to a refund as long as contact is made within 14 days of receiving your goods explaining that you want to cancel. You then have another 14 days to return the goods once this information has been passed on. You will receive a refund within 14 days of us receiving the goods back.

8. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

8.1 If we have to cancel an order for Products before the Products are delivered, due to an Event Outside Our Control or the unavailability of stock, we will contact you promptly. If we have to cancel an order in these circumstances and you have made any payment in advance for Products that have not been delivered to you, we will refund these amounts to you as soon as possible.

9. PROMOTIONAL OFFERS AND VOUCHER CODES

9.1 We reserve the right to extend, withdraw or cancel promotional items, special offers or voucher codes, at any time for any reason without notice. All offers are subject to availability and while stocks last.

9.2 A voucher code can only be used once per order. We may decline to fulfil any order including bulk purchase of Products on promotion or included in a special offer. Only one code, special or offer or promotional voucher can be used per an Order.

9.3 You warrant that you are using a voucher code on our site in good faith. If you redeem or attempt to redeem a voucher to which you, or a third party, are not entitled, you may be committing a civil or criminal offence.

9.4 If we make a refund for a Product that has been purchased under a promotional offer, the refund will be based on the terms of the promotional price. Your statutory rights are not affected.

9.5 In the event that Discount Voucher Codes are issued, they will have their own terms associated to them. These terms will be explained at the time the code is issued (if the code is issued electronically or physically, i.e. posted/delivered, then the terms will be explained in writing). If you are in possession of a code that does not work please contact customer services immediately. If the code is not working as a result of its individual terms and conditions then this will be explained.

9.6 Any Introductory Offers are available as one-off purchases only and the Supplier reserves the right not to honour Introductory Offers at their discretion.

9.7 Elite Supps UK Limited may communicate special offers and articles that may be of interest to email addresses submitted as part of the order process. All such communications will contain an option for unsubscribing from the list.

10. DELIVERY

10.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, you will be informed by ourselves or our authorised courier company. All delivery dates are estimates and are not guaranteed.

10.2 Delivery will be completed when we, or our authorised courier company, deliver the Products to the address you gave us. If no one is available at your address to take delivery, we, or our authorised courier company, will leave the package in an area that the authorised courier company considers safe or will endeavour to follow any delivery instructions you provide but this cannot be guaranteed.

10.3 Replaced by 10.4

10.4 The Products will be your responsibility from the completion of delivery. You own the Products once we have received payment in full, including all applicable delivery charges.

10.8 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. It is the Buyer's responsibility to check ALL order confirmations prior to the order being dispatched.

10.9 If the customer refuses a delivery for whatever reason, the parcel is destroyed or automatically returned to the sender. Perishable items cannot be resent and refusing an order should be a last resort.

10.10 The Buyer gives permission for the authorised courier to leave the parcel in a safe location. This is however down to the individual driver discretion and cannot be guaranteed.

11. PRICE OF PRODUCTS AND DELIVERY CHARGES

11.1 The prices of the Products will be as quoted on our site. We take reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 11.5 for what happens in this event.

11.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation, unless of an error (11.5).

11.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

11.4 The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site from time to time. The UK delivery charges are £4.99 per order. For International deliveries please check with us.

11.5 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. In all circumstances please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

11.6 Products can be withdrawn from the Website at any time and promotions, offer codes and limited time offers can be withdrawn at any time. The Supplier is not liable to anyone for withdrawing any Products from the Website or for refusing to process an order.

12. HOW TO PAY

12.1 Payment for the Products and all applicable delivery charges is in advance.

12.2 Please be aware, if you are paying through PAYPAL the payment will be taken immediately.

12.3 All financial transactions are processed by our chosen merchant processor.

12.4 All product prices and delivery charges are shown in UK pounds sterling. Your payment card company will perform any currency conversion.

13. OUR LIABILITY

13.1 We will make every effort to ensure that the information on our website is correct, however, we do not guarantee its entirety and accuracy.

13.2 We do not guarantee that our website will remain available or that all the material used is kept current.

13.3 We will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us when the contract for the sale of products by us to you was formed.

13.4 We exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) to the maximum extent permitted by applicable law.

13.5 We will not be liable for direct, indirect or consequential loss or damage arising under these terms and conditions, whether arising in tort, contract, or otherwise, including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings.

13.6 We will not be held responsible for any loss suffered by the use of any products purchased by customers containing ingredients prohibited by a sports governing authority or by a relevant anti-doping agency. We encourage any customer participating in a sport to check any rules and regulations regarding the use of any supplements before purchasing any product.

13.7 We will not be liable for any medical defects, ailments or illness suffered by the customer from the use of any products. All customers purchase products with full knowledge of their ability to consume them. If there is any doubt of a customer's ability to use any products, we encourage the customer to seek professional medical advice.

13.8 We will not be liable for any direct, indirect or consequential loss or damage arising under these terms and conditions or in connection with our website.

13.9 We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your right to have the products sent to you within a reasonable time.

13.10 The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

13.11 Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

14. OUR LIABILITY IF YOU ARE A BUSINESS

14.1 Elite Supps UK Limited does not accept responsibility for any customs restrictions, duties or charges that apply in your country at the time of import.

14.2 It is your responsibility to check with the relevant medical authority in your country prior to placing an order to ensure that the products or ingredients conform to any legal restrictions in place. Elite Supps UK Limited will not be liable for any breach, by you, of any such laws. Any product ordered that is held by customs, will not be refunded unless all goods are returned to us in their original condition.

14.3 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

15. EVENTS OUTSIDE OUR CONTROL

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control (defined below).

15.2 An Event Outside Our Control means any act, event, omission or accident beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, malicious damage, act of God, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, compliance with any law or governmental order, rule, regulation or direction, or failure of a utility service or public or private telecommunications networks or impossibility of motor transport or other means of private transport, breakdown of plant or machinery or default of suppliers or subcontractors.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

16. COMMUNICATIONS BETWEEN US

16.1 When we refer, in these Terms, to “in writing”, this will include email.

16.2 If you are a consumer:

- (a) To cancel a Contract in accordance with clause 7, please contact us by e-mail via the ‘contact us’ page on the website. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by email, then your cancellation is effective from the date we received your email. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us and talk to us.
- (b) If you wish to contact us in writing for any other reason, you can send this to us by email.

16.3 If we have to contact you or give you notice in writing, we will do so by email or phone.

16.4 If you are a business:

- (a) Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered by email, or posted on our site.
- (b) A notice or other communication shall be deemed to have been received: if sent by email, one business day after transmission; or, if posted on our site, immediately.
- (c) In proving the service of any notice, it will be sufficient to prove, that such email was sent to the specified email address of the addressee.
- (d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17. OTHER IMPORTANT TERMS

17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

17.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.5 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

17.6 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17.7 If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

18. COMPETITIONS

18.1 Entry is open to residents of the UK except employees (and their families) of Elite Supps UK Limited

18.2 The entrant(s) must be aged 18 or over. Proof of identity and age may be required.

18.3 Use of a false name, email address, postal address, social media account (where applicable) will result in disqualification.

18.4 Competition entries which are submitted on the basis that the entrant has entered their email address in the fields provided must be verified by way of clicking a link within the automated confirmation email.

18.5 Entrants are free to unsubscribe from the Elite Supps UK Limited mailing list at any time after the draw has been completed.

18.6 Competition entries which are submitted on the basis that the entrant has followed Elite Supps UK Limited on Social Media will always be verified.

18.7 Entrants are free to unfollow Elite Supps UK Limited at any time after the draw has been completed.

18.8 Competition entries which are submitted on the basis that the entrant has Liked Elite Supps UK on Facebook will always be verified.

18.9 Entrants are free to un-Like Elite Supps UK at any time after the draw has been completed.

18.10 Competition entries which are submitted on the basis that the entrant has retweeted a Elite Supps UK tweet on Twitter will always be verified.

18.11 Competition entries which are submitted on the basis that the entrant has Liked a specific page or article on Facebook will always be verified.

18.12 Entrants are free to un-Like said page or article at any time after the draw has been completed.

18.13 Email addresses will be retained by the Elite Supps UK Limited for use by Elite Supps UK, but they not be given or sold to any third party.

18.14 Elite Supps UK Limited may communicate special offers and articles that may be of interest to email addresses submitted as part of the competition entry process. All such communications will contain an option for unsubscribing from the list.

18.15 Winners will be informed via email as soon as the draw has taken place.

18.16 Winners agree to the use of their name, and where applicable photograph/avatar from Social media, in any post-winning publicity.

18.17 The prizes are as stated, are not transferable to another individual and no cash or other alternatives will be offered

18.18 Elite Supps UK reserve the right to amend or alter the terms of competitions and reject entries from entrants not entering into the spirit of the competition.

18.19 Where applicable, the decision of the judges is final based on the criteria set out in the promotion and no correspondence will be entered into over this decision.

18.20 Competitions may be modified or withdrawn at any time.

19. LOYALTY POINTS

19.1 You will receive 1 loyalty point for every £1 spent on elitesuppsuk.co.uk.

19.2 We reserve the right to change the rate that loyalty points are awarded at anytime.

19.3 We reserve the right to discontinue the loyalty point scheme retrospectively at anytime.

19.4 Loyalty points can be used on a selection of product which change throughout the year.

19.5 If You have not used your Loyalty Points within 6 months they will be deleted from your account.

20 LINKS TO AND FROM OUR WEBSITE

20.1 Hypertext links are links by which visitors can move from one website to another or from one page to another within the same website.

20.2 Our website contains hypertext links to third parties' websites. Any hypertext links between our website and any third party website are provided for your convenience only and we accept no liability whatsoever for the contents of any such third party website. We exclude to the fullest extent permitted by law all liability that may arise in connection with or as a result of third party website material or your accessing of third party websites causing any damage, costs, injury or loss of any kind.

20.3 You agree that if you wish to create any links between our website and any other website you will do so only in accordance with these Terms of Use or as we otherwise agree in writing. We reserve the right to withdraw any linking permission without notice.

20.4 You may link to the homepage of our website, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

20.5 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

20.6 You must not establish a link to our website in any website that is not owned by you or which does not comply with these Terms of Use.

20.7 Our website must not be framed on any other site and you may not create a link to any part of our website other than the homepage.