



STANDARD TERMS & CONDITIONS OF SALE

BACKGROUND

These Terms and Conditions are the standard terms for the sale of goods by BBB Investments Ltd, trading as MDH Teamwear & Trophies, a Private Limited Company registered in England under number 04780572, whose registered address is Unit A3, Harrison Road, Airfield Business Park, Market Harborough, Leicestershire, LE16 7UL and whose main trading address is Unit D3, Welland Business Park, Valley Way, Market Harborough, Leicestershire, LE16 7PS.

1. DEFINITIONS & INTERPRETATIONS

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day other than a Saturday, Sunday or Bank Holiday;
“Calendar Day”	means any day of the year;
“Commercial Unit”	means a delivery of goods, the character and/or value of which would be materially
“Contract”	means the contract for the purchase and sale of goods, as explained in Clause 3;
“Goods”	means the goods which are to be supplied by us to you as specified in your order (and confirmed in our order acceptance);
“Month”	means a calendar month;
“Price”	means the price payable for the goods;
“Special Price”	means a special offer price payable for goods which we may offer from time to time;
“Order”	means your order for the goods;
“Order Confirmation”	means our acceptance and confirmation of your order as described in Clause 3;
“We/Us/Our”	means BBB Investments Ltd, trading as MDH Teamwear & Trophies, a Private Limited Company registered in England under number 04780572, whose registered address is Unit A3, Harrison Road, Airfield Business Park, Market Harborough, Leicestershire, LE16 7UL and whose main trading address is Unit D3, Welland Business Park, Valley Way, Market Harborough, Leicestershire, LE16 7PS.

- 1.2. Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2. INFORMATION ABOUT US

- 2.1. BBB Investments Ltd, trading as MDH Teamwear & Trophies, a Private Limited Company registered in England under number 04780572, whose registered address is Unit A3, Harrison Road, Airfield Business Park, Market Harborough, Leicestershire, LE16 7UL and whose main trading address is Unit D3, Welland Business Park, Valley Way, Market Harborough, Leicestershire, LE16 7PS.
- 2.2. Our VAT number is 829 9032 04.
- 2.3. We are a member of the Federation of Small Businesses

3. THE CONTRACT

- 3.1. These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2. Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.
- 3.3. A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4. We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
 - 3.4.1. The main characteristics of the Goods;
 - 3.4.2. Our identity (set out above in Clause 2) and contact details (set out below in Clause 12);
 - 3.4.3. The total Price for the Goods including taxes or, if the nature of the Goods is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4. Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
 - 3.4.5. Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;
 - 3.4.6. We shall ensure that you are aware of Our legal duty to supply goods that are in conformity with the Contract;
 - 3.4.7. Where applicable, details of after-sales services and commercial guarantees;
 - 3.4.8. Where applicable, the functionality, including appropriate technical protection measures, of digital content; and
 - 3.4.9. Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware of.

4. DESCRIPTION & SPECIFICATION OF GOODS

- 4.1. We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the supplier manufacturing process and/or differences in the colour reproduction of electronic displays.
- 4.2. If you receive any Goods that do not conform to illustrations, photographs or descriptions under sub-Clause 4.1, you may return those Goods to Us as provided in Clause 8.
- 4.3. If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents, We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us for non-compliance with the description as provided in Clause 8.
- 4.4. We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.
- 4.5. As part of our supply of goods, we offer a bespoke personalisation service for embroidery, printing and engraving where required. Where requested, goods will be produced to your specification and requirements and where requested to do so, pre-production proofs will be supplied by Us.
- 4.6. When placing an Order for bespoke Goods (either personalised by Us or produced to a specification by a supplier/manufacturer), please ensure that all information that you provide to Us is correct, accurate and complete. We cannot accept the return of any bespoke Goods if the return is due to incorrect information provided by you at the time of ordering. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

5. ORDERS

- 5.1. All Orders for Goods made by you will be subject to these Terms and Conditions.
- 5.2. Once Orders are confirmed and processed with suppliers, according to The Contract supplied, as detailed under Clause 3, no changes or amendments can be made.
- 5.3. If changes are required to the application of personalised embroidery and/or printing on your Order once placed, then these requests will be considered and actioned, if they can be reasonably accommodated without the undertaking of additional work and before the commencement of any personalisation work has happened.
- 5.4. If changes are required to the process of engraving on your Order once placed, then these requests will be considered and actioned if they can be reasonably accommodated without the undertaking of additional work and before the commencement of any personalisation work has happened.
- 5.5. If any requested changes mentioned in Sub-Clause 5.3 or 5.4 cannot be reasonably accommodated without the undertaking of additional work, then further charges will apply to those already agreed in The Contract supplied, as detailed in Clause 3 and these will be agreed with you prior to the commencement of any further work.
- 5.6. This does not apply to bespoke Goods that are produced to specification by a supplier/manufacturer.
- 5.7. All requests to change the personalisation on your Order must be made in writing using the contact information supplied in Clause 12.

- 5.8. In the event that you wish to cancel your Order after the confirmation of The Contract supplied, as detailed under Clause 3 and payment of the Order, as detailed under Clause 6, a discretionary 40% rehandling charge may be applied for any products that are required to be sent back to a supplier/manufacturer.

This charge will be deducted from the payment refunded to you and the refund will be issued within 5 Business Days. This clause does not apply to bespoke goods (unless you are cancelling under sub-Clause 11.2.5 due to an event outside of Our control) that are produced to specification by a supplier/manufacturer or on Orders where the personalisation process of Embroidery and/or Printing and/or Engraving has already commenced.

- 5.9. All requests to cancel your Order must be made in writing using the contact information supplied in Clause 12.
- 5.10. We may cancel your Order at any time in the following circumstances:
- 5.10.1. The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or
- 5.10.2. An event outside of Our control continues for more than 2 Weeks (please see Clause 11)
- 5.11. If We cancel your Order under sub-Clause 5.10 and you have already paid for the Goods under Clause 6, the payment will be refunded to you within 5 Business Days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

6. PRICE & PAYMENT

- 6.1. The Price of the Goods will be that shown in your Order Confirmation, as detailed in Clause 3.
- 6.2. Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.
- 6.3. All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 6.4. Unless specifically requested, the cost of delivery will not be included as standard within your Order Confirmation.
- 6.5. All payments for Goods must be made in advance of your Order being processed with our Suppliers/Manufacturers. This does not apply to credit/invoice agreements that have been established with clubs, organisations or businesses.
- 6.6. We accept the following methods of payment:
- 6.6.1. Online BACS Payment to the Account Details provided in the Order Confirmation.
- 6.6.2. All Major Debit and Credit Cards, with the exception of American Express.
- 6.7. Where credit/invoice agreements are in place, if you do not make payment to Us under the agreed accounts terms, We may charge you interest on the overdue sum at the rate of 3% per annum above the base lending rate of Barclays Bank PLC from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 6.8. The provisions of sub-Clause 6.7 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is on-going.

7. DELIVERY

- 7.1. We are able to deliver Orders within the United Kingdom, via the Royal Mail, Parcelforce Worldwide & DPD Parcel Services.
- 7.2. We are also able under special request to deliver Orders outside of the United Kingdom, via DPD Parcel Services.
- 7.3. When We provide you with an Order Confirmation, We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond Our control. If there is a specific date that your Order is required for, then please ensure that we are notified at the time of placing your order, via the contact details set out below in Clause 12.
- 7.4. If you indicate in your Order that you wish to collect the Goods from Us yourself you may do so after receiving Our Order Confirmation, during Our business hours of 9.00am – 5.30pm (Monday-Friday) and 9.00am – Midday (Saturday only in Head Office – Market Harborough).
- 7.5. Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order or when you (or someone identified by you) have collected the Goods from Us.
- 7.6. If for any reason Our delivery partners are unable to deliver the Goods at your chosen delivery address, they will leave instructions on how to arrange re-delivery of your order or collect from your nearest depot.
- 7.7. In the event that your Order is returned back to us, due to non-collection or the inability to deliver to the delivery address indicated in your Order, then additional delivery charges will be applied if a further delivery attempt is requested.
- 7.8. The responsibility (sometimes referred to as the “risk”) for the Goods remains with Us until delivery is complete as defined in sub-Clause 7.5 at which point it will pass to you. Please note, however, that if you do not wish to collect the Goods and do not wish to use Our nominated carrier to deliver them, instead choosing your own carrier, the risk in the Goods will pass to you as soon as they are passed to your chosen carrier.
- 7.9. You own the Goods once We have received payment in full for them.
- 7.10. Please note carefully the following:

If We refuse to deliver the Goods, you may treat the Contract as being at an end and We will reimburse you without undue delay.

8. FAULTY, DAMAGED OR INCORRECT GOODS

- 8.1. By law, We must provide goods that are of satisfactory quality, fit for purpose and 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 Goods, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a refund, repair or replacement. Please note that if the Goods are incorrect as a result of your provision of incorrect information, rather than them not matching Our description, as explained in sub-Clause 4.6, you will not be able to return those Goods.
- 8.2. 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. If you do not wish to reject the Goods, or if the 30 Calendar Day period has expired, you may request that the Goods are repaired or replaced. Within the first six months after you have received the

Goods, you are entitled to a repair or replacement unless We can prove that the defect was not present at the time you bought the Goods. After the first six months, you must prove to Us that the defect was present at the time of purchase in order to qualify for a repair or replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In some cases, if repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund.

If you request a repair or replacement during the first 30 Calendar Day period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days.

If, after a repair or replacement, the Goods still do not conform (or if We cannot repair or replace them, as described above, or have failed to act within a reasonable time and/or without causing you significant inconvenience), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.

If you exercise this final right to reject the Goods more than six months after you receive them (and ownership of them), we may reduce any refund to reflect the use you have had out of the Goods.

Please be remember that after six months have passed since you received the Goods, the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.

- 8.3. Please note that you will not be eligible to claim under this Clause 8 if We informed you of any faults, damage or other problems with the Goods before your purchase of the them; if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 8 merely because you have changed your mind. Please refer to Clause 9 for details of what to do if you change your mind.
- 8.4. To return Goods to Us for any reason under this Clause 8, you may do so in person during Our business hours of 9.00am – 5.30pm (Monday-Friday) and 9.00am – Midday (Saturday only in Head Office – Market Harborough) or you may return them to Us by post or another suitable delivery choice. We will be fully responsible for the costs of returning Goods under this Clause 8 and will reimburse you, where appropriate on presentation for a receipt clearly showing the costs incurred of returning the Goods.
- 8.5. Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 5 Calendar Days of the day on which We agree that you are entitled to the refund.
- 8.6. Any and all refunds issued under this Clause 8 will not include any delivery costs paid by you when the Goods were originally purchased.
- 8.7. For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

9. RETURNING GOODS IF YOU CHANGE YOUR MIND

- 9.1. If you are not satisfied with any non-bespoke Goods purchased from Us you have the right to return them in exchange for a refund, subject to the provisions of this Clause 9 and line with re-handling charges outlined in Clause 5.8. This Clause 9 does not apply to Goods that are not in compliance with your legal rights. For such Goods please refer to Clause 8.
- 9.2. This Clause 9 does not apply to bespoke Goods and these cannot be returned under any circumstance.

- 9.3. If you wish to return Goods to Us under this Clause 9 you must do so within 30 Calendar Days of taking delivery (or collecting them from Us), telling Us why you wish to return the Goods.
- 9.4. All Goods must be returned to Us under this Clause 9 in their original ,as-new condition and packaging, accompanied by a copy of an official MDH Returns Form.
- 9.5. You may return Goods to Us in person during Our business hours of 9.00am – 5.30pm (Monday-Friday) and Saturday only in Head Office – Market Harborough) or you may return them by post or another suitable delivery service of your choice. You are solely responsible for the cost of returning Goods to Us under this Clause 9.
- 9.6. You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We may charge you for collecting Goods under this Clause 9.
- 9.7. Refunds will be issued to you immediately if you return Goods to Us in person or within 5 Calendar Days of Our receipt of the Goods if you return Goods to Us by post or similar delivery service or if We collect the Goods from you.
- 9.8. Please note that this extended return period (guarantee) applies only to consumers resident in the United Kingdom. The provisions of this Clause 9 are in addition to your legal rights, not instead of them.

10. OUR LIABILITY

- 10.1. We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2. We only supply Goods for domestic and private use. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind. By making your Order, you agree that you will not use the Goods for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.3. Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub- contractors); or for fraud or fraudulent misrepresentation.
- 10.4. Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

11. OUR LIABILITY

- 11.1. We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 11.2. If any event described under this Clause 11 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

- 11.2.1. We will inform you as soon as is reasonably possible;
- 11.2.2. Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 11.2.3. We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 11.2.4. If the event outside of Our control continues for more than 2 Weeks We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
- 11.2.5. If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 5.8 above.

12. COMMUNICATION & CONTACT DETAILS

- 12.1. If you wish to contact Us, you may do so by telephone at

Head Office (Market Harborough) - 01858 434812 or leicester@mdhteamwear.co.uk
Branch (Milton Keynes) - 01908 611421 or mk@mdhteamwear.co.uk

- 12.2. In certain circumstances you must contact Us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:

Head Office (Market Harborough) - leicester@mdhteamwear.co.uk
Branch (Milton Keynes) - mk@mdhteamwear.co.uk

13. COMPLAINTS & FEEDBACK

- 13.1. We always welcome feedback from Our customers and, whilst We always use all reasonable endeavors to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 13.2. If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
 - 13.2.1 In writing, addressed to Andy Sparrow (Managing Director), Unit D3, Welland Business Park, Valley Way, Market Harborough, Leicestershire, LE16 7PS.
 - 13.2.2 By e-mail address to Andy Sparrow (Managing Director) at sales@mdhteamwear.co.uk.
 - 13.2.3 By contacting Us by telephone on 01858 434812.

14. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

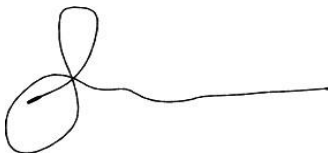
- 14.1. All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.
- 14.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy.

15. OTHER IMPORTANT TERMS

- 15.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 15.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission. Please note, however, that you can transfer the benefit of the extended return period (guarantee) in Clause 9 without our consent.
- 15.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions (except the benefit of the extended return period (guarantee) in Clause 9).
- 15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 15.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

16. GOVERNING LAW & JURISDICTION

- 16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of the United Kingdom.
- 16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.



Andy Sparrow

Managing Director

BBB Investments Ltd t/a MDH Teamwear & Trophies

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