
Terms & Conditions – Ultimate One Ltd

In General

Ultimate One Ltd (www.ultimate-one.co.uk) owns and operates this Website. Ultimate One Ltd is a company registered in England and Wales under company number 9840972, with a registered office at 49 Landscape View, Saffron Walden, Essex. CB11 4AT. This document governs your relationship with www.ultimate-one.co.uk (the "Website"). Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service. Our registered VAT number is GB 238 8846 55. We use the terms "we", "our" and "us" to refer to Ultimate One Ltd on this page.

Access to this Website

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of, or all of this Website. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by www.ultimate-one.co.uk. www.ultimate-one.co.uk has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms, and that they comply with them.

Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found at <https://www.ultimate-one.co.uk/privacy-cookie-policy-i-10> By using the Website, you consent to the processing described therein and warrant that all data provided by you is accurate. Our Privacy Policy explains what personal information we collect about you when you use the Website

Prohibitions / Use of the Website

You must not misuse this Website and only use this Website for lawful purposes. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. Breaching this provision would constitute a criminal offense and www.ultimate-one.co.uk will report any such breach to the relevant law enforcement authorities and disclose your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

Intellectual Property, Software and Content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of Ultimate One Ltd or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Ultimate One Ltd and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

Accuracy of Content

To the extent permitted by applicable law, Ultimate One Ltd disclaims all responsibility and liability for the accuracy or completeness of the content and information displayed on the Website and for any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Despatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with Ultimate One Ltd www.ultimate-one.co.uk you must be over 18 years of age, be legally capable of entering into binding contracts and possess a valid credit or debit card issued by a bank acceptable to us. www.ultimate-one.co.uk retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be Ultimate One Ltd www.ultimate-one.co.uk or may in some cases be a third party. Where a contract is made with a third party www.ultimate-one.co.uk is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

Making a Purchase

To make a purchase, browse our products lists and choose the product you require and add it to your basket. After you have finished shopping, click on “checkout” and you will be asked for a few details that we require to complete the order.

(a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

(b) Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund. Please note that all products that you order through the Website will remain the property of Ultimate One Ltd until we have received payment in full from you for those products. The price of our products and our delivery charges will be as quoted on our Website from time to time, except in the case of obvious error. All prices are displayed in pounds Sterling exclusive and inclusive of UK VAT where applicable unless expressly indicated otherwise.

(c) Payment

Upon receiving your order, our payment gateway provider and bank merchant carry out a standard authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been despatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have

purchased as listed in the confirmation email. Our checkout procedure uses a secure third party payment gateway which uses encryption. We do not see or store your credit or debit card numbers.

(d) Delivery Policy

We usually only deliver to UK mainland locations. On the occasion that we do deliver made to off-shore locations and overseas countries, these deliveries may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

1. Delivery

1. Orders are usually despatched within 24 hours of receipt of cleared payment. If we are unable to despatch your order within 30 days we will contact you by email giving you the option to cancel your order. Orders will be delivered to the address stipulated by you on the order. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'. Delivery periods after despatch are usually within 3 working days and advised on placement of order. Some products may be delivered directly from our third party suppliers and we will advise any delays caused by their stock or delivery schedules. We shall be under no liability for any delay or failure to deliver products if the delay or failure is wholly or partly caused by circumstances beyond our control.

2. All risk in the products you order (including risk of loss and/or damage to the products) shall pass to you when they are delivered to the delivery address specified in your order. If goods are received damaged, you must inform the delivery driver immediately and ensure that this is added your signed proof of delivery - Do not accept the goods and the courier will return to us and we will send out new stock. If you notice damage to goods delivered that you didn't inform the driver, please notify us with 24hours of receipt by email info@ultimate-one.co.uk or phone 01553886395 and we will investigate with the courier.

3. We will dispatch products to the address you specify in your Order. Please note we do not currently deliver outside the UK mainland. We will use our reasonable endeavours to meet the anticipated delivery dates set out below but please note these are approximate timings only and time of delivery is not of the essence.

4. Your email and or telephone number you provide to us may be passed to our nominated carrier to enable them to notify you of expected delivery time slot or to re-arrange delivery.

2. Standard delivery

1. If you have chosen standard delivery, we aim to deliver the products you have ordered (provided they are in stock) to you within 3 to 5 working days.

2. If any Product(s) are not in stock at the time you place your Order, then delivery may take 6 to 8 weeks and we will dispatch the Product(s) to you when we have received

sufficient stock.

3. We will dispatch Product(s) via our nominated carrier.

3. Next Day delivery

The next day delivery service is only available for orders received and paid for before noon Monday to Thursday. Orders placed on Fridays before noon for next day delivery will be delivered on the following Monday, excluding bank holiday weekends. Next Day Delivery is available only when stated.

4. Large or heavy items

Large or heavy items may take longer to deliver. Please contact us to discuss arrangements for delivery before placing your Order on the Website.

5. Delivery charges

1. Please note that large or heavy items may be subject to an additional delivery charge. Please contact us for a quotation for delivery charges on large or heavy items before you place your Order.

2. We do not currently deliver outside the UK mainland.

3. Our charges for standard delivery in the UK mainland (Except Scottish Highlands) are shown in the basket and checkout.

4. Our charges for standard delivery to the Scottish Highlands are will be charged at a higher rate. On some occasions our couriers cannot deliver, we will advise and cancel your order, refunding any payments

Please note that when we state Next Day Delivery, we send these goods out with our couriers on a next day delivery service. On some occasions this is not possible due to the couriers volume, picking errors, access restrictions, tracking errors, driver errors or adverse weather conditions. In such circumstances the goods will be delivered as soon as possible (e.g. the following day). Ultimate One Ltd shall be under no liability for any delay or failure to deliver products if the delay or failure is wholly or partly caused by circumstances beyond our control including our couriers not delivering within their specified service periods.

Right to Cancel

All customers have the right to cancel their orders under the [The Distance Selling Regulations](#) which gives consumers extra protection when buying online. Specific legislation here that applies is regulation of The Distance Selling Regulations. You have the right to cancel the purchase of a good without having to give a reason at any time within the "cooling off period" of fourteen working days, beginning on the day after you receive the goods.

Returns and Refunds

Ultimate One Ltd want you to be happy with your order. If for any reason you are unhappy with the items you have purchased, or you simply don't need them anymore, please contact us by email info@ultimate-one.co.uk and we will advise the address to return the item to. If you are in possession of the goods you are under the duty to retain them and take reasonable care of them. Goods should be returned at your own cost (unless we delivered the item to you in error or the item is damaged or defective) as soon as possible once you have cancelled the contract.

Goods should be returned un-opened an, un-damaged and in their original condition and packaging within 14 days and we'll either replace them or issue a full refund for the product cost. Our policy is to check returned goods are in re-saleable condition when returned, before a refund can be issued (unless the goods were being returned as damaged). Returned goods that have been used, opened or damaged by yourself will not be refunded. If goods are received damaged, you must inform the delivery driver immediately and ensure that this is added your signed proof of delivery - Do not accept the goods and the courier will return to us and we will send out new stock. If you notice damage to goods delivered that you didn't inform the driver, please notify us within 24hours of receipt by email info@ultimate-one.co.uk or phone 01553 886395 and we will investigate with the courier. We reserve the right to make a charge not exceeding our direct costs of recovering the goods if you do not return the goods or return them at our expense.

Once you have notified us that you wish to cancel the contract, any sum debited to us will be refunded to you as soon as possible and in any event within 30 days of your cancellation.

Tell us

You have the right to cancel the contract with Ultimate One Ltd within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Product(s).

To exercise the right to cancel, you must inform us (using our postal or email address at the top of these terms and conditions) of your decision to cancel this contract by a clear statement (eg a letter sent by post or email).

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Unless you tell us that you wish to cancel the contract within the cancellation period then your right to cancel your agreement with Ultimate One Ltd will be lost and you will not be entitled to reimbursement

Reimbursement

1. If you cancel your contract with Ultimate One Ltd, we will reimburse to you all payments received from you, including the costs of delivery (except for supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us) if the goods sent were incorrect to what you ordered, or damaged. For goods received as ordered and not delivered we will not be liable to refund the costs of delivery.

2. We may make a deduction from the reimbursement for loss in value of any Product(s) supplied, if the loss is the result of unnecessary handling by you.
3. We will make the reimbursement without undue delay, and not later than-
 - 14 days after the day we receive back from you any Product(s) supplied, or
 - (if earlier) 14 days after the day you provide evidence that you have returned the Product(s), or
 - if there were no Product(s) supplied, 14 days after the day on which we are informed about your decision to cancel your contract with Ultimate One Ltd.
4. We will make reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
5. We may withhold reimbursement until we have received the Product(s) back or you have supplied evidence of having sent back the Product(s), whichever is the earliest.

Returning the Product(s) to us

1. You shall send back the Product(s) or hand them over to us (at the postal address set out at the top of these terms and conditions) without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the Product(s) before the period of 14 days has expired.
2. You will have to bear the direct cost of returning the Product(s).
3. You are only liable for any diminished value of the Product(s) resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Product(s).
4. Please enclose a copy of your original invoice with all returns.

Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law Ultimate One Ltd www.ultimate-one.co.uk and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. Any products we supply to you will be of satisfactory quality and reasonably fit for purpose. If we

deliver a product to you that is not of satisfactory quality or reasonably fit for purpose, you can contact us for a repair or replacement or, where this is not possible a refund. You must follow any advice we give you to keep the products we supply to you safe (including any instructions or product manuals provided with the products). We cannot accept liability for damage to products we have supplied which is caused by your failure to follow this advice. This does not affect Ultimate One Ltd's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

Disclaimer as to ownership of trade marks, images of personalities and third party copyright

Disclaimer as to ownership of trade marks, images of personalities and third party copyright
Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with www.ultimate-one.co.uk and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to www.ultimate-one.co.uk

Indemnity

You agree to indemnify, defend and hold harmless Ultimate One Ltd, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

Assignment

You may not assign or sub-contract any of your rights or obligations under these General Terms to any third party unless we agree in writing. We may assign, transfer or sub-contract any of our rights or obligation under these General Terms to any third party at our discretion.

Variation

Ultimate One Ltd shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

Severance/Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Ultimate One Ltd www.ultimate-one.co.uk. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of Ultimate One Ltd.

Law and Jurisdiction

Any dispute or claim arising out of or in connection with these General Terms or your use of the Website shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Third Party Rights

Only you and Ultimate One Limited shall be entitled to enforce these General Terms. No third party shall be entitled to enforce any of these Website Terms, whether by virtue of the Contracts (Rights of Third Parties) act 1999 or otherwise.

Contact Details

Ultimate One Ltd, The Pink House, Estuary Road, King's Lynn, Norfolk, PE30 2HJ. Tel: 01553 886395 Email: info@ultimate-one.co.uk

Changes to these General Terms

We reserve the right to change and update these General Terms from time to time and recommend that you revisit this page regularly to keep informed of the current General Terms.