

Cancellation Terms

Entries are non-refundable, with the exception of the statutory cooling-off period, as outlined below, which is applicable for consumer transactions only, as set out in the Regulations noted below:

STATUTORY COOLING-OFF PERIOD

This section explains that the law allows you to cancel many online purchases up to seven working days after you made the transaction - unless the service you have paid for has begun within this time.

If you do not wish to waive your cancellation right in this way, you should not proceed with payment via the website.

Cooling-Off Rights

- H.1 You have rights under the Consumer Protection (Distance Selling) Regulations 2000 to cancel any Contract with us during an initial "cooling-off" period. Some of these rights and your obligations are summarised in the following parts of this Section H and a copy of the complete regulations can be found at:
<http://www.legislation.hmso.gov.uk/si/si2000/20002334.htm>

There is no financial penalty for cancelling this contract during the "cooling-off" period.

No Right to Cancel

- H.2 You shall not have the right to cancel any Contract under these cooling-off provisions if that Contract is:
- (a) in relation to goods or services where the price of the goods or services in question is dependent on fluctuations in the financial market that we cannot control;
 - (b) in relation to any goods made to your specifications or clearly personalised or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly;
 - (c) for the supply of audio or video recordings or computer software if they are unsealed by the consumer;
 - (d) for the supply of newspapers, periodicals or magazines; or
 - (e) for gaming, betting or lottery services.
- H.3 You shall also not have the right to cancel a Contract once the performance of our services under that Contract have begun unless we reach an agreement with you to the contrary.

Notice of Cancellation with Regards to Services

- H.4 If you wish to cancel any Contract for the supply of services to which Condition H.2 does not apply and in circumstances in which Condition H.3 (if applicable) has not taken effect, your cancellation rights to return goods during the cooling-off period ends on the expiry of the period of seven working days after the day on which the Contract is entered into.

Returning Goods and Notice of Cancellation

- H.5 If you wish to cancel any Contract for the supply of goods to which Condition H.2 does not apply during the cooling-off period you shall return the goods to us and you shall be responsible for the cost of doing so.
- H.6 Your cancellation rights to return goods during the cooling-off period ends on the expiry of the period of seven working days beginning with the day after the day on which you have received the goods in question.
- H.7 The notice of cancellation is a notice that must be in writing and it must either be left at or posted to the address shown at the box at the bottom of this section bottom address set out below or which is sent to us by fax or email to the fax number and email address specified below.

Refund

- H.8 On the cancellation of a contract we shall reimburse any sums paid as soon as possible and in any event within 30 days of the day on which the notice of cancellation was given.
- H.9 Subject to Condition H.10 we may make a charge (which shall not exceed the direct costs of us recovering any goods supplied under the Contract) if you either do not return the goods in question (see Condition H.5) or you return the goods at our expense.
- H.10 We shall not charge you for our cost of recovering the goods under H.9 if you have the right to reject the goods under any other express or implied term of the Contract or it is found that the requirement that you return any goods if you cancel the Contract is an "unfair term" within the meaning of the Unfair Terms in Consumer Contracts Regulations 1999.

Possession and Care of Goods

- H.11 If you wish to cancel any Contract for the supply of goods to which Condition H.2 does not apply during the cooling-off period you shall be under a duty throughout the period prior to cancellation to retain possession of the goods in question and take reasonable care of them.
- H.12 If you cancel the Contract you shall be under a duty to restore the goods to us as provided for in the following Condition and until this takes place you must retain possession of the goods and take reasonable care of them.
- H.13 If you cancel the Contract you shall be under a duty to restore the goods to us and until this takes place you must retain possession of the goods and take reasonable care of them.
- H.14 Your duty under condition H.12 shall cease if:
 - (a) you deliver the goods in question to us (either at your premises or elsewhere); or
 - (b) you send the goods at your own expense to us.

Except that if you send the goods to us under (b) you shall be under a duty to take reasonable care to see that the goods are received by us and not damaged in transit.

- H.15 If we do not receive the goods from you in the circumstances provided for in Condition H.14 you must make the goods available for us to collect at your premises after we have asked you to do so in writing either before or at the time the goods are collected.
- H.16 If we have asked you in writing as provided for in Condition H.15 to make the goods available for us to collect at your premises within 21 days (or within 6 months if you have no other lawful grounds to reject the goods) of the day notice of cancellation was given, and you unreasonably refuse or unreasonably fail to comply with it, your duty to retain possession and take reasonable care of the goods shall continue until you deliver or send the goods to us in the circumstances mentioned in Condition H.14.

H.17 Your duty under condition H.12 shall cease if we have not asked you in writing to make the goods available to us at your premises within the 21 day or 6 month period (as the case may be) that is referred to in Condition H.16.

Calculation of Time Periods

H.18 For the purposes of this Section H all time periods that are expressed to be after a given date shall be counted from (and including) the day following that date.

Other Rights

H.19 The cancellation rights provided for in this Section H are in addition to any other cancellation rights you may have in law.

	Benchmark Sport
Address for the service of cancellation notices and to which complaints can be made	23-24 Henrietta Street Covent Garden London WC2E 8ND
Phone	020 7240 7700
Fax	020 7240 7703
Email	info@benchmarksport.com

Exception to the Right To Cancel

H.20 You agree that (for the purposes of regulation 13(1)(a) of the Consumer Protection (Distance Selling) Regulations 2000) you will not have the right to cancel a Contract by giving notice of cancellation under this Section H if we have begun to perform our services during the cancellation period.