

# Website Usage Terms and Conditions

Welcome to our ProForm online store. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern iFIT, Inc.' relationship with you in relation to this website. Please read through these terms carefully before using this website. You may save or print a copy of these terms and conditions for future reference. You may also read our Privacy Policy regarding your personal information. If you disagree with any part of these terms and conditions, please do not use our website. The term 'iFIT, Inc.' or 'ProForm' or 'us' or 'we' or 'our' refers to the owner of the website whose registered office is c/o

iFIT, Inc.

5 rue Alfred de Vigny

78112 Fourqueux

France

The term 'you' or 'your' refers to the user or viewer of our website.

As a user of this website you acknowledge that any use of this website including any transactions you make is subject to our terms and conditions below:

## 1 - GENERAL

The content of the pages of this website is for your general information and use only. We reserve the right to change, modify, add or remove portions, at any time. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and, in the rare case of a published error, we expressly exclude liability for any such inaccuracies or errors to the

fullest extent permitted by law. All images of products displayed on the website are for illustrative purposes only and are subject to change without notice. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, text, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence. From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales. Please click [here](#) if you wish to download a PDF version of the full terms and conditions

For any purchase made through "ProForm" using "Stripe", the registered address is:

iFIT, Inc.

5 rue Alfred de Vigny

78112 Fourqueux

SAS au capital 3 648 000€

RCS Versailles B400 007 373

TVA INTRACOM : FR 17 400007373

For any purchase made through "ProForm" using "Paypal", the registered address is:

iFIT, Inc.

5 rue Alfred de Vigny

78112 Fourqueux

France

## **2 - HOW TO ORDER**

You can place an order through our web store. To place your order online, visit [www.ProFormFitness.co.uk](http://www.ProFormFitness.co.uk), select your product and click 'add to cart'. Once all desired products have been added to your cart, proceed to the checkout and follow the on-screen instructions to complete your order. All orders are to be paid in full before release for despatch. Your order is an offer to buy from ProForm, the contract of sale is only confirmed upon the physical despatch of your goods. Nothing we do or say will amount to acceptance of the order until it is dispatched from our warehouse. It is your responsibility to ensure that the delivery address and contact details are correct at the time of placing your order on our website. We cannot be held accountable for any delays or incurred fees that arise due to the incorrect details being inputted at the time of checkout. Completing the online order and payment process confirms full acceptance of these terms and conditions of sale.

We offer several methods of payment:

- Credit or Debit Card - Payment by credit or debit card is made through the secure Stripe Online Payment System. Please follow the on-screen instructions once you have selected this option in the checkout process.
- PayPal - Please follow the on-screen instructions once you have selected this option in the checkout.
- Klarna 0% Finance / Pay in 3 / Pay in 30 days - Please follow the on-screen instructions once you have selected this option in the checkout.

## **3 – DELIVERY**

## STANDARD DELIVERY

- You should expect to receive your product within 10 working days after placing your order\*.
- Free delivery is available on products ordered to mainland UK addresses.
- Select the standard delivery option and your product will be delivered by a two or three man delivery team, depending on the weight of your machine, to a ground floor room of your choice with clear, unrestricted access.
- You will be contacted by our delivery partners via text message and email containing a booking link, allowing you to schedule your delivery date or alternatively you will receive a telephone call from the courier directly.
- Standard delivery is available Monday to Saturday and delivery dates offered may be restricted, depending upon location and courier availability.

## STANDARD DELIVERY TO NORTHERN IRELAND

- We offer standard deliveries to Northern Ireland on selected machines only.
- Regrettably, certain machines are not available for delivery to Northern Ireland due to logistical restrictions and restrictions are displayed on the product page.
- Deliveries to offshore UK addresses with BT postcodes are an additional £49.
- You will be offered the correct delivery option automatically during the checkout process.
- The delivery is a kerb-side delivery only.
- You should expect to receive your product 14-21 working days after placing your order.
- Please note delivery dates offered may be restricted depending upon location and courier availability.

## OFFSHORE DELIVERY

- We do not currently offer direct delivery to offshore locations.
- We can however offer delivery to a mainland-UK based shipper of your choice and you would need to make separate arrangements yourself with the shipper to have the product delivered to your location.
- Postcode areas that meet this criteria; PO30-41, IM, GY, JE, TR21-TR25, HS, ZE & Scottish Islands.

- Scottish Islands include; HS, IV41-IV51, IV55-IV56, KA27, KA28, KW15-KW17, PA20, PA41, PA42-PA49, PA60, PA61, PA62-PA76, PA77, PA78, PH41, PH42, PH43, PH44, ZE

## PRODUCT ASSEMBLY

- We do not currently offer direct delivery to offshore locations.
- We can however offer delivery to a mainland-UK based shipper of your choice and you would need to make separate arrangements yourself with the shipper to have the product delivered to your location.
- Postcode areas that meet this criteria; PO30-41, IM, GY, JE, TR21-TR25, HS, ZE & Scottish Islands.
- Scottish Islands include; HS, IV41-IV51, IV55-IV56, KA27, KA28, KW15-KW17, PA20, PA41, PA42-PA49, PA60, PA61, PA62-PA76, PA77, PA78, PH41, PH42, PH43, PH44, ZE

## Product Assembly

- You can choose to have your product delivered and assembled in a ground floor room of your choice with clear, unrestricted access.
- This service will incur a total fee of either £199 (boxed machines 119kg or under) or £399 (boxed machines 120kg and over, including bundles) across all product types and is charged per machine.
- You will be contacted by our delivery partners via text message and email containing a booking link, allowing you to schedule your delivery & installation date or alternatively you will receive a telephone call from the courier directly.
- We aim for you to receive your product within 14 working days after placing your order\*.
- If you select this option, your product will be delivered by a two man delivery team to a ground floor room of your choice with clear, unrestricted access and fully assembled by the delivery team. The delivery team will also remove and dispose of the product packaging.
- Please be advised this is an assembly service only. The crew will not test or provide a demonstration of the workings of the machine.
- You must choose the option for “delivery & installation” during checkout to receive this service. We are unable to amend orders or add this service once your order has been placed.

- Please note the delivery and assembly service is only available Monday to Friday and does not include bank holidays.
- This service is not available offshore, to Scottish highlands. Scottish highlands includes; **AB, DD, HS, IV, KW, KA27, KA28, PA20, PA41, PA42-PA49, PA60, PA61, PA62-PA76, PA77, PA78, PH1-PH40, PH41, PH42, PH43, PH44, PH45-PH50, ZE.**

## Upper or Lower Floor Delivery

- Upper floor or lower floor delivery may be available for certain machines at an extra charge.
- Please contact the Sales team to obtain a quote before placing your order. We may need to seek approval from our logistic partners and may require photos or a video showing the route the couriers would need to take to deliver your order.
- Any requests for delivery to a location other than ground floor that has not been agreed to prior to delivery will not be authorised and you may be subject to a failed delivery fee if this is requested on the day of delivery.
- If your property has more than 3 access steps or is situated on different levels (for example, a flat or apartment) please contact our sales team before arranging delivery. You may be subject to a failed delivery fee if we are not advised beforehand and your delivery is unsuccessful.

## General

- **You must ensure you are available to accept delivery on the agreed date or a failed delivery charge may apply.**
- All goods are supplied flat-packed for home assembly. Two people are required for assembly of larger items.
- Standard deliveries are classed as an all day booking. You will receive a text message the evening before the booked delivery will take place providing an estimated delivery time slot between 7am - 7pm\*. Please note this is not guaranteed and is provided as an estimate only and is subject to change.

- Delivery & Installation bookings are classed as an all day booking, taking place between the hours of 7am and 7pm\*. You will be contacted by telephone by the install team on the day, when they are on their way to you to conduct the delivery and assembly of your machine.
- Please ensure you check the product and packaging thoroughly before signing for your goods as received in good condition. Please be aware that the outer packaging on heavy goods may be marked or damaged but will have served its purpose in protecting the goods inside. In the unlikely event that a product is delivered in an unacceptable condition, please refuse the delivery and contact our sales team.
- Small items will be sent by either post or a parcel carrier and delivery may occur on separate days if ordered with other large items.
- Machines ordered at the same time may be sent by separate couriers. Please refer to the booking link which will indicate the machine(s) that are in that specific delivery.
- The delivery method is specified during the checkout process. Neither service offers pre-booked deliveries. Post or parcel deliveries should be expected within 3-5 working days of placing your order. If you are unable to receive the package during the initial delivery, you receive a card from the delivery agent allowing you to reschedule the delivery or arrange collection from their nearest depot.
- Please note, if your delivery fails due to the property being unsuitable to accept the boxed machine, you may be subject to a failed delivery fee. Please contact our sales team with any delivery access queries before placing your order.
- We are unable to offer compensation due to delivery errors or issues caused by the couriers delivering your goods.

\*Whilst our couriers will try their best to meet the lead times provided, postcode, location and courier availability may have an impact on the delivery slots offered and regrettably may not guarantee delivery within the timeframe provided. Any amendments to orders after being placed and orders placed for pre-order products, may also have an impact on the delivery lead time.

## **4 – CANCELLATIONS, RETURNS, REFUNDS AND COMPLAINTS**

\*Consumer Rights Act 2015

For Distance (Online & Mail Order) Selling:

Under the [Consumer Contracts Regulations 2013](#), a customer is allowed to return an item if they simply change their mind. A customer has the right to cancel at any time from the moment they place their online order, and up to 14 days from the day they receive the goods. The customer then has a further 14 days from the date they notify the retailer of their cancellation to return the goods. However, as per the Distance Selling Regulations, if an order has already been shipped and has left our possession, we will require the customer to pay the associated costs of returning the item to us before we will refund the purchase.

For our carriers to collect, the machine should be in a safe and easy to access ground floor location. Please also note if the collection fails due to the product being inaccessible, unable to fit through a door, or not in a safe location for collection (including upstairs rooms) the original collection fee will remain and a further payment would be required to re-attempt a collection.

If the product has been used, assembled, unboxed or the packaging has been opened there will be a fee payable/deducted from your refund to reflect the diminished value of the goods. This can equate to up to 15% of your machine's value.

For Faulty Goods:

Under the **Consumer Rights Act 2015**, a customer has an early [right to reject goods](#) that are unsatisfactory quality, unfit for purpose or not as described, and get a full refund. This right is limited to 30 days from the date the customer took ownership of the goods. If an item is faulty and needs to be returned, the customer does not need to pay postage costs for the return of the faulty item. If a customer is asked to return an item that arrived damaged, not as described or faulty, the retailer should refund the total cost of the return.

Information on current regulation can be found here

<https://www.which.co.uk/consumerrights//returns-and-refunds>

To file a dispute, you are also able to do this through ADR (Alternative Dispute Resolution) which helps resolve disputes about 'non-regulated' matters between consumers, non-micro businesses and retailers. You would need to be prepared to submit to an ADR procedure operated by this provider;



Retail ADR

12 Walker Avenue,

Stratford Office Village,

Wolverton Mill,

Milton Keynes

MK12 5TW

Tel: 020 3540 8063

Their website is: <https://www.retailadr.org.uk/>

The European Commission provides for an online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr/>. If you would like to bring a matter to our attention, please contact us.

In line with the Consumer Rights Act 2015, refunds may take up to 14 days to be received after we have confirmed receipt of the returned goods.

## 5 – WARRANTY

- iFIT, Inc. warrants their products to be free from defects in workmanship and material, under normal use and service conditions for a period of 12 months from the date of original purchase for the original owner of the equipment.
- Warranty upgrades are available on certain ProForm products subject to registering your warranty within 28 days of purchase by either completing and returning the included warranty card or by registering your details [here](#).
- Upon successful registration the following upgrades apply:
  - -Treadmills - 2 Year parts and labour, 5 year motor, Lifetime frame guarantee
  - -Ellipticals, Bikes & Strength - 2 Years parts, labour and frame guarantee

- The warranty is only valid when the equipment is used in a private domestic environment.
- The warranty guarantees the product to be free from defects in workmanship and material under normal use and service conditions.

This warranty does not cover

1. Normal wear and tear,
2. Any adaptations or changes to upgrade the product from its normal purpose
3. Damage resulting from; transportation; abuse or misuse; non private domestic use; repairs not provided by an iFIT authorised service provider; accidents, lightning, water or fire; improper environment including but not limited to humid, dusty or external.
4. Improper location including but not limited to humid, dusty, or outdoor environments (examples include garages, cellars, porches or patios, sheds and summerhouses).

This warranty will be granted only on production of a satisfactory proof of purchase.

Click the link to view the full [warranty terms](#).

In the unlikely event of a problem occurring on your ProForm machine, you should contact our customer service team either by email: [csuk@ifit.com](mailto:csuk@ifit.com), or telephone: 0330 123 1045.

## **6 - WEEE REGULATIONS AND COMPLIANCE**

You can now recycle your old electrical items with us. If you're buying a new electrical item, we will recycle your old one for free; you just need to pay the return carriage if you choose to use our carriers to collect the item from your house.

Why recycle? - Unwanted electrical equipment is the UK's fastest growing type of waste. Many electrical items can be repaired or recycled, saving natural resources and the environment. If you do not recycle, electrical equipment will end up in landfill where hazardous substances will leak out and cause soil and water contamination - harming wildlife and also human health.

We can help - We are pleased to offer our customers the chance to recycle their old electrical items. We can arrange a like-for-like collection of your old product with our nominated carriers when you purchase a new product from us. Please call our sales dept on 01924 964180 within 48 hours of placing your order to arrange collection with us through our nominated carriers.

- Please note returning a product with our carriers will require a quote from our carriers for collection. For our carriers to collect, the machine should be in a safe and easy to access downstairs location and dis-assembled so that it can easily fit through any exit to your property.
- Please also note if the collection fails due to the product being inaccessible, fully built and unable to fit through a door, or not in a safe location for collection (including upstairs rooms), the original collection fee will remain and a further payment would be required to re-attempt a collection.
- You may also return the machine to us by your own carrier at your own cost within 28 days of purchasing your new item.
- To remind you that old electrical equipment can be recycled, it is now marked with a crossed-out wheeled bin symbol. Please do not throw any electrical equipment (including those marked with the crossed out wheeled bin symbol) in your bin.

What is WEEE? - The Waste Electrical or Electronic Equipment (WEEE) Directive requires countries to maximise separate collection and environmentally friendly processing of these items. In the UK, distributors (including retailers) must provide a system which allows all customers buying new electrical equipment the opportunity to recycle their old items free of charge. Those establishing their own take-back scheme must as a minimum offer all customers buying new electrical equipment free take back of their old electrical items on a like-for-like basis.

Find more information on WEEE recycling, and locate your local recycling centre, at [recyclenow.com](http://recyclenow.com).

## **7 - PROMOTION TERMS AND CONDITIONS**

### **GENERAL**

These Promotion Terms and Conditions are supplemented by our Website Usage Terms and Conditions and our Privacy Policy and they are binding upon you.

From time to time, [www.proformfitness.co.uk](http://www.proformfitness.co.uk) (the “Website”) and our verified social media platforms will run promotions, competitions and exclusive discounts.

Only one promotion can be used per order. A promotion may not be used in combination with other promotions except where specified.

From time to time certain products may be excluded from current promotions and any such exclusion will be notified to you through a notice on the Website.

All promotions are subject to availability and while stocks last. We reserve the right to end a promotion at any time.

We shall not be liable for any financial loss arising out of the refusal, cancellation or withdrawal of any promotion or any failure or inability of a customer to take advantage of a promotion for any reason.

Separate terms and conditions will apply to competitions run via the website or on our official social media pages and are available upon request.

The property on offer in any giveaway is under ownership of iFIT Health & Fitness and all decisions that relate to the product are final and under ProForm UK's control.

## **VOUCHER CODES**

From time to time we may send you by email web coupons. These are codes which you may input on our website to qualify for certain promotions. Web coupons are subject to these Terms and Conditions and any terms and conditions notified to you at the time of issue of the web coupon.

A web coupon is redeemed by entering its code at the appropriate point in the purchase process on the Website.

We reserve the right to withdraw or cancel a web coupon for any reason at any time.

Web coupons cannot be exchanged for cash or be used to purchase gift vouchers.

Unless expressly stated at the time of issue, each web coupon will be valid for use by the recipient of the web coupon and by such recipient only once and may not be used in conjunction with any other promotion.

In accordance with guidelines from HM Revenue and Customs, a web coupon is treated as cash, therefore VAT is due on the full value of an order and you will be required to pay VAT on the full value of the order, unless otherwise stated in any terms accompanying the web coupon.

From time to time certain products may be excluded from web coupon offers and any such exclusion will be notified to you along with the web coupon or through the Website.

Web coupons may be limited to redemption in respect of certain products or certain products may be excluded from the ambit of use of the web coupon, in which case notice will be given to you at the time of issue of the web coupon.

Excluded goods and services will not count towards any qualifying conditions for offers and will not benefit from any promotional discount.

No web coupon may be copied, reproduced, distributed, or published directly or indirectly in any form or by any means for use by an entity other than the original recipient, without our prior written permission.

Web coupons distributed or circulated without the written approval of iFIT Health & Fitness Ltd, for example on an Internet message board or on a "coupons" website, are not valid for use and may be refused or cancelled.

When you use a web coupon you warrant to us that you are the duly authorised recipient of the web-coupon and that you are using it in good faith.

If you redeem, attempt to redeem or encourage the redemption of web coupons to obtain discounts to which you or a third party are not entitled you may be committing a civil or criminal offence.

If we reasonably believe that any web coupon is being used unlawfully or without permission, we may reject or cancel any web coupon and you agree that you will have no claim against us in respect of any rejection or cancellation. We reserve the right to take any further action if deemed appropriate, in such instances.

If we refuse a web coupon submitted as part of an order, for any reason, we will inform you before the order is dispatched to advise of the correct cost of the order and give you the opportunity to exercise your rights to cancel the order.

## **EXCLUSIVE PROMOTIONS AND DISCOUNTS**

Refunds for goods purchased under a promotional offer will be based on the terms of the promotional price. Your statutory rights are not affected.

If you choose to cancel your order which includes a promotional item, the whole order, including the promotional items will be cancelled and refunded.

## **BUNDLES**

If you wish to return a machine sold as part of a bundle, the whole bundle purchase must be returned for a full refund. The promotional machine will be treated as a separate item and an individual collection fee will be charged per machine.

A machine purchased as part of a bundle will be eligible for a standard 1 year manufacturer's warranty from the date of purchase and eligible for an extended warranty if registered within 28 days of purchase. A revised warranty will be put in place for machines purchased as part of a bundle and will be advisable upon request.

## **IFIT+ OFFER (VALID FROM 18/10/2023)**

Upon the purchase of the iFIT+ offer, you are entering the contract of a 3 year iFIT family membership and can choose a selected machine as part of the bundle. If you choose to return your machine under your consumer rights, the machine will be eligible for a collection fee, outlined in section 4 - Cancellations, returns, refunds and complaints.

A machine purchased as part of a bundle will be eligible for a standard 1 year manufacturer's warranty from the date of purchase and eligible for an extended warranty if registered within 28 days of purchase. If your chosen machine is returned under the manufacturer's warranty period, you may be refunded the remaining duration of your iFIT membership, purchased as part of the iFIT+ offer, subject to warranty terms and conditions. Your statutory rights are not affected.

## 8 – PRIVACY POLICY

To see our privacy policy, [click here](#).