

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 ICON Health & Fitness Ltd' 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 'ICON Health & Fitness Ltd' or 'ProForm' or 'us' or 'we' or 'our' refers to the owner of the website whose registered office is c/o

Icon Health & Fitness Ltd

3rd Floor

1 Ashley Road

Altrincham

WA14 2DT

United Kingdom

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:

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- Please [click here](#) if you wish to download a PDF version of the full terms and conditions.

For any purchase made through "ProForm" using "HiPay", the registered address is:
Icon Health & Fitness
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:

Icon Health & Fitness Ltd
3rd Floor
1 Ashley Road
Altrincham
WA14 2DT
United Kingdom

2 - How to order

- You can place an order by one of two methods. You can purchase online through our web store, or by telephone with our sales staff.
 - To place your order online, visit 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.
 - Telephone orders can be placed by dialling 01924 847 485 Monday till Friday, 9am-5pm and speaking with our sales team. Please have your credit/debit card ready for payment.
 - 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 despatched from our warehouse.
- 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 HiPay Online Payment System. Please follow the on-screen instructions once you have selected this option in the checkout process.

- Bank Transfer

Barclays Bank, 1 Wood Street, Wakefield, WF1 2EA. Sort code and Account code are supplied by calling 01924 847 485 once order is completed.

- PayPal

Please follow the on-screen instructions once you have selected this option in the checkout.

3 – Delivery

Standard Free Delivery

- Free delivery is offered on all products ordered to mainland UK addresses.*
- Select the standard free delivery option and your product will be delivered by a two man delivery team into the ground floor room of your choice with clear, unrestricted access.

- You will receive both a text and an email within 2 working days of placing your order by Panther Logistics which will include a link that allows you to book a date for delivery.

- You should expect to receive your product 5-7 working days after placing your order.

*There is a delivery surcharge to be applied to off-shore locations including but not limited to Northern Ireland, Republic of Ireland, Isle of Man, Channel Islands, Isle of Wight, Isle of Lewis, and Orkney Isles.

Standard Off-Shore Delivery

- We offer standard off-shore deliveries to Northern Ireland, Republic of Ireland and Isle of Man.

- Deliveries to off shore UK addresses with BT or IM postcodes are an additional £9.99.

Deliveries to a Republic of Ireland address are an additional £14.99. 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 7-14 working days after placing your order.

Off-Shore Delivery Quotations

- Certain areas require a quotation from our delivery agents for the delivery surcharge based on product size, weight and delivery location.
- Postcode areas that require a delivery quotation include; PO30-41, GY, JE, TR21-TR25, HS, ZE & Scottish Islands.
- Scottish Islands include; HS, IV41-IV51, IV55-IV56, KA27, KA28, KW15-KW17, PA41, PA42-PA49, PA60, PA61, PA62-PA76, PA77, PA78, PH41, PH42, PH43, PH44, ZE.
- You will be offered this delivery option automatically during the checkout process.
- Upon receipt of your completed order, our sales staff will contact you with details of the required delivery surcharge.
- The delivery is a kerb-side delivery only.
- You should expect to receive your product 7-14 working days after placing your order.

Delivery Upgrades

You can upgrade your delivery to include Saturday delivery or to upstairs locations. These upgrades are only available on Mainland UK orders and further location restrictions can apply.

Saturday Delivery

- You can choose to have your delivery upgraded to a Saturday delivery for an additional £19.
- If you select Saturday delivery, your product will be delivered by a two man delivery team into the ground floor room of your choice with clear, unrestricted access on the next available Saturday in your area.
- Whilst we will endeavour to deliver on the first Saturday after you place your order, this is not always possible and your order may be delivered on a subsequent Saturday.
- Saturday deliveries are only available to UK mainland addresses and also exclude the following postcodes; AB, BT, DD, DG, GY, HS, IM, IV, JE, KW, KY, LL, PA, PH, PL, PO30-41, SA, TQ, TR.

Upstairs Deliveries

- You can choose to have your product delivered up or downstairs for an additional £29.
- If you select this option, your product will be delivered by a two man delivery team to the first floor or downstairs room of your choice with clear, unrestricted access. Our carriers are unable to deliver to multi-level locations including second floor and above.
- You should expect to receive your product 5-10 days after placing your order.
- Upstairs deliveries are available Monday to Friday for mainland UK addresses.
- This service is not available off shore, to Scottish highlands or on a Saturday. Scottish highlands includes; IV3-IV40, IV52-IV54, IV63, KW1-KW14, PA20-PA40, PH19-PH40, PH50.

Product Assembly

You can choose to have your product delivered and assembled in a ground floor room of choice.

This service will incur a fee dependent on the type of product purchased. Treadmill assembly is an additional £139, Elliptical assembly is an additional £129 and Bike assembly is an additional £99.

If you select this option, your product will be delivered by a two man delivery team into the ground floor room of your choice with clear, unrestricted access and assembled by the delivery team. The delivery team will also remove and dispose of the product packaging. You should expect to receive your product 7-10 days after placing your order.

Be aware delivery leadtimes may be slightly extended due to when the order is placed and collected by the installers.

Product assembly is available Monday to Friday for mainland UK addresses.

This service is not available off shore, to Scottish highlands, for delivery on a Saturday, or for delivery and assembly to an upstairs room. Scottish highlands includes; IV3-IV40, IV52-IV54, IV63, KW1-KW14, PA20-PA40, PH19-PH40, PH50.

General

All goods are supplied flat-packed for home assembly. Two people are required for assembly of larger items.

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 office.

You must ensure you are available to accept delivery on the agreed date or additional charges may apply.

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. The delivery method is specified during the checkout process. Neither service offers pre-booked deliveries, post or parcel deliveries should be expected within 2-5 working days of order. If you are unable to receive the package during the initial delivery, you receive a card from the delivery agent allowing you to re-schedule the delivery or arrange collection from their nearest depot. Failed delivery charges may be applicable.

4 – Cancellations, returns, refunds and complaints

*Consumer Rights Act 2015

For Distance (online & Mail Order) Selling:

Under the [Consumer Contracts Regulations 2014](#), 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. If the product has been used or you do not have the packaging, there will be a deduction from your refund to reflect the diminished value of the goods

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/l/returns-and-refunds>

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.

5 – Warranty

- ICON Health & Fitness Ltd 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 ICON authorised service provider; accidents, lightening, water or fire; improper environment including but not limited to humid, dusty or external.

This warranty will be granted only on production of a satisfactory proof of purchase.
Full terms and conditions can be found here.

In the unlikely event of a problem occurring on your ProForm machine, you should contact our customer service team either by email, csuk@iconeurope.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 0845 177 0512 within 48 hours of placing your order to arrange collection with us through our nominated carriers. Please note returning a product with our carriers costs £49.99 for carriage of the machine. 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 charge of £49.99 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

7 – Privacy policy

- Privacy

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