

Climbing Frames UK

Terms of Business

Introduction

Please read these Terms of Business carefully before using this website or purchasing from us. By accessing, using our website or purchasing from us you agree to be legally bound by these Terms and Conditions.

Buying products on our website

To order a product you will need to follow the ordering procedures. Details of Procedures, Products, Prices, Payment and Delivery are displayed on our website.

You will be given clear instructions on how to navigate our simple on-line order process and you shall be required to provide us with your accurate personal details. By completing all details on our order form, confirming your order and making payment you are consenting to our Terms and Conditions. If you have a comment concern or complaint about a product you have purchased from us, contact us via email at info@climbingframesuk.com.

Prices

All prices listed are in £GBP and are inclusive of VAT. Delivery costs can vary per product and for each postcode but will be clearly displayed during checkout before you make payment.

We can change the advertised price of an item at any time. The price you pay will be the price in force at the time of your order. The price on your order will be validated by us as part of the acceptance procedure. We try to ensure prices displayed on our website are correct at all times.

Should a pricing error arise, we will inform you if a product's correct price is higher than that stated on your order and you can choose to either proceed with or cancel the order.

If you find the same product cheaper elsewhere, contact us and ask for a price match. We will always try to match the price of any identical product you find online subject to a comparable product being in stock & available.

Pre-Order Sale Price

All prices listed are in £GBP and are inclusive of VAT. Delivery costs can vary per product and for each postcode but will be clearly displayed during checkout before you make payment. Items listed on 'Pre-Order' are normally not physically in the UK. These products are normally being manufactured or imported to order and are subject to an extended period before delivery due to this. In return the Pre-Order Sale prices often represent savings over normal product prices. See cancellations for information on terms relating to pre-order sales.

Payment

Payment is usually by credit or debit card and is taken when the order is placed in line with the price featured at the time of purchase and any

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applicable delivery charges. This is to protect us from card fraud. Climbing Frames UK is entitled to refuse any order placed at our discretion.

If your order is accepted, we will confirm acceptance to you by online electronic means to the email address you have given us during the order process. The order will then be fulfilled within 14 days unless we advertised the item being out of stock or you have purchased a pre-order item. If you do not receive a confirmation email, please contact us to ensure your order has been accepted.

You undertake that all details you provide to us for the purpose of purchasing products or services which may be offered by us on our website will be correct, that the credit or debit card which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any products or services. We reserve the right to obtain validation and verification of the authenticity of your credit or debit card details before providing you with any products or services.

You can pay for your shopping in a number of ways, whether it is on-line or over the telephone. We accept MasterCard, Visa, Switch, Solo, Delta or Maestro. On-line and telephone order payment is processed via our secure payment system.

Availability

All products depicted on this website are available for standard delivery to mainland UK destinations, and by special arrangement to the Channel Islands, Republic of Ireland, Isle of Wight, Isle of Man and the Scottish Isles, Highlands, Mainland Europe or other destinations. All Products are subject to availability.

If the product you order is unavailable we will inform you immediately. In the unfortunate event that we are unable to supply the product to you, we shall notify you as soon as possible and shall offer an alternative or reimburse your payment in full.

Arranging and Anticipating Delivery

Our Standard Delivery refers to deliveries within most of mainland UK (England, Scotland and Wales) destinations. Deliveries Highlands, Islands and other countries will incur an additional delivery fee and will normally incur an extended lead time. (Please note that certain items may not be deliverable to these areas).

Some postcode areas may also incur an additional delivery charge due to remoteness or accessibility restrictions. You will be informed of any additional charges during checkout before you make payment. For further information regarding delivery please contact our customer services team. Non-Mainland destinations and some remote mainland areas are not Next Day Delivery due to remoteness or accessibility restrictions. Deliveries can take between 2-14 working days.

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Any times or dates stated on our website or confirmation emails regarding Delivery are estimates only. Climbing Frames UK attempts to deliver within 14 days, but does not accept liability for any failure to deliver within that time. Orders received on Saturdays, Sundays or public holidays and orders received after 12pm on weekdays, will be processed the next working day. Our delivery service does not include delivery on Saturdays, Sundays or public holidays.

Whilst we agree to use all reasonable endeavours to ensure that delivery is made on the day offered, you will acknowledge that delivery is made via third party suppliers and is therefore beyond our control. We therefore cannot accept responsibility for any personal costs incurred for delays or missed deliveries. Incorrect personal details may lead to problems or delays in delivery, so before placing your order, please ensure that you have included the full address details, including accurate postcode of the delivery address and your daytime contact telephone numbers and e-mail address so we can notify you in the event of a delivery problem.

When the Delivery arrives

Delivery will be deemed as successfully made once the Product has arrived at the address specified and the POD has been signed. A signature will be required as proof of delivery. All goods must be signed for by an adult aged 18 years or more.

Should delivery be refused at the delivery address (for any reason other than damages/missing items), and re-requested for another date, we may charge for the second delivery, since we met our delivery obligations with the initial delivery attempt. It is the recipient's responsibility to sign for the correct number of packages as shown on the carrier's delivery consignment note. Shortages and damages must be noted on the consignment note. If products arrive in a damaged condition you must make a note on the carrier's delivery consignment note and inform us within 24 hours of the delivery.

Deliveries will often consist of multiple items. You should notify us of the shortages within 7 days of delivery. If boxes look damaged on delivery we recommend clearly marking the POD as "damaged". Often it will only be the outer carton that is damaged and the wood included will be fine so we would normally advise to accept the delivery; however it is within your rights to reject the delivery. We request that you either accept or reject the whole consignment. Please contact us whilst the delivery driver is with you if you are unsure of what to do.

You have 30 days to report missing or damaged parts from your product.

Products will be deemed your responsibility once they have been accepted by you, your agent or the intended recipient. Any loss or damage to the Products shall then be at your own risk.

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Wooden Flat Pack Products (Distance Selling Regulations)

Our wooden flat-pack products including climbing frames, playsets, swingsets, playhouses and sandpits are exempt from Distance Selling Regulations - Regulation 13 (c) and the right to cancel goods which 'by their nature cannot be returned'. The construction process involves drilling and screwing into wooden components which makes irreparable and permanent damage unavoidable. This does not affect the safety or structural integrity of the products, but does affect your rights to return the item. Due to the fact it is impossible and unavoidable to construct the item without causing irreparable damage we request that you carefully inspect the item before beginning the assembly process. You should contact us with any concerns immediately as we will not be able to accept and fully refund a returned product that has been assembled or part-assembled. This does not affect your other statutory rights.

• **Cancellations**

We endeavour to provide the best Customer Service possible. Should anything go wrong, you have missing or damaged items, we will make every effort to resolve the issue. However, should the problem be unsolvable, or you prefer to amend or Cancel your Order, please email us.

You may cancel your order at any point up to the delivery day. If you cancel your order via telephone your order will be put on hold until we receive written confirmation of the cancellation. You must confirm your wish to cancel the order in writing via email, fax or post. Your order will not be considered cancelled until notification in writing is received. Charges will be incurred upon dispatch of your order so if you have concerns or wish to cancel we request you contact us before the goods are dispatched for delivery.

Pre-Order Cancellation - Products offered on pre-order are often being manufactured or imported in the UK to order so cancellation of a pre-order item will mean you lose your initial deposit.

• **Returns**

30kg+ (Oversized) products

These items are covered by our 7 day 'No-quibble' returns policy. Should you take delivery and change your mind about the product any time up to 7 days from delivery please inform us and we will arrange to collect the item and refund your payment. The 'No Quibble' return is subject to the following conditions: The refund will be subject to a reduction costs incurred by us for the collection, the items must be returned unused, in original packaging and be fit for resale. You have a duty of to take reasonable care of goods so damages or missing items will be chargeable and any replacement costs will be deducted from the refunded amount.

Sub 30kg products

These items are subject to our standard 7 day returns policy. We cannot arrange collection of sub 30kg items but these can be returned to the following address: Returns Dept, Climbing Frames UK, The Old Granary,

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Weathercock Hill, Chevington, Bury St Edmunds, Suffolk, IP29 5RG. We strongly recommend that these items are sent insured and with a signed for (proof of delivery) service because we cannot accept liability for items 'lost in the post'. Once received in unused condition, in original packaging and fit for resale as new we will issue a full refund. You must notify us of your wish to cancel the order within 7 days, and the item(s) must be returned within 14 days.

We do not accept any returns (oversized or sub 30kg) without notification. Please contact to notify of the return and request collection for oversized items. Items returned without notification may not be accepted. Any items returned that have damaged caused through lack of care or attempted build and disassemble will be subject to charges for repairs/replacements.

- **Taking reasonable care of the goods**

You agree to take reasonable care of the goods from the time that they are delivered to you until the time that the returned items are accepted by us. Examples of a failure to take reasonable care of goods may include if you use the goods, if you assemble or part assemble the goods causing irreparable damage, if you destroy the goods original packaging, or if you unnecessarily damage or loose component parts. If your failure to take reasonable care of the goods means that they are damaged through abuse, misuse or attempted construction we may claim against you for a breach of your statutory duty.

If the goods are damaged whilst in your care (including damage caused in assembling or disassembling the goods), if you fail to return all part or all of the goods, you agree that we may withhold payment of the refund up to the value of the cost to replace the missing or damaged components.

- **Refunds**

Refunds will be processed back onto the card used to purchase the product(s). All refunds of goods included in our 7 day 'No-quibble' returns policy' will be subject to a reduction equivalent to the costs incurred by us to arrange and make the collection, and will subject to further deductions if you are not deemed to have taken reasonable care of the goods – please refer to the section above for further information regarding your duty to take reasonable care of products in your possession. Where exchange rates of currency are involved, the refund will be made in £GBP at the current exchange rate. We do not accept responsibility for any loss or gain caused by changes in the exchange rate between the time of ordering and the time of issuing the refund. These terms do not affect your statutory rights.

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Metal/Plastic Flat Pack Products (Distance Selling Regulations)

Our plastic/metal flat-pack products including trampolines, accessories and some other plastic/metal items are fully covered by the Distance Selling Regulations. This does not affect your other statutory rights.

• Cancellations

We endeavour to provide the best Customer Service possible. Should anything go wrong, you have missing or damaged items, we will make every effort to resolve the issue quickly.

You may cancel your order at any point up to 7 days after delivery (starting the day following the delivery day). We request that you confirm you wish to cancel in writing via email, fax or post. Please note it is your responsibility to return the goods to us at your cost. If you wish we can arrange for our third party courier to collect the goods from you, but it will be your responsibility to cover these costs. Your refund will be processed within 30 days of receiving your cancellation confirmation.

• Returns

You may cancel your order and return the product at any point up to 7 days after delivery (starting the day following the delivery day). Please note it is your responsibility to return the good to us at your cost. If you wish we can arrange for our third party courier to collect the goods from you, but it will be your responsibility to cover these costs.

We request that you contact us before returning goods so we can provide the correct returns address and notify our warehouse to expect the return. We also advise, for your security, that you return goods on a registered or signed for service as we cannot accept responsibility for lost items. We also advise to insure the high value items against damages as we cannot be held liable for transportation damages incurred. If a returned product is damaged or contains missing parts we may claim against you for a breach of your statutory duty to take reasonable care of the product.

• Taking reasonable care of the goods

You agree to take reasonable care of the goods from the time that they are delivered to you until the time that the returned items are accepted by us. Examples of a failure to take reasonable care of goods may include if you use the goods, if you assemble or part assemble the goods causing irreparable damage, if you destroy the goods original packaging, or if you unnecessarily damage or loose component parts. If your failure to take reasonable care of the goods means that they are damaged through abuse, misuse or attempted construction we may claim against you for a breach of your statutory duty.

• Refunds

Refunds will normally be made as a reverse of the payment used for originally making the purchase. We reserve the right to refund by an alternative method if more appropriate at the time of cancellation/refund.

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General

These Terms and Conditions together with the privacy policy, any order form and payment method instructions, if any, are the whole agreement between you and us.

These Terms and Conditions and your use of our website are governed by English law and you submit to the non-exclusive jurisdiction of the English court. Except in respect of a payment obligation, neither you nor Climbing Frames UK will be held liable for any failure to perform any obligation to the other due to causes beyond your or Climbing Frames UK respective reasonable control.

Notices

All notices shall be given:

- To us via email, at info@climbingframesuk.com
- To us via post at;

Climbing Frames UK, The Old Granary, Weathercock Hill, Chevington, Bury St Edmunds, Suffolk, IP29 5RF, United Kingdom.

Modifications to website

We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of our website or the content or services available through it at any time.

Unless explicitly stated to the contrary, any new features including new content shall be subject to these Terms and Conditions. Please note that although we try to ensure that the content of our website is accurate, our websites may contain typographical errors or other inaccuracies. These Terms and Conditions replace all other Terms and Conditions previously applicable to the use of our website and/or sale of the Products.

Nature of our website

Our website is a place for you to select and order garden, home and leisure products (the "Products"). Our website describes the Products in more detail.

Please note that our website is available only to individuals that can form legally binding contracts under applicable law. You must be over 18 years to purchase the Products, using the payment methods displayed on our website. If you do not qualify you may not use our website.

Liability

Under law, we are obliged to meet the following obligations for any Product you purchase from our website:

- We own the title and have the right to sell the Product to you
- The Product will correspond with the description we have given
- The Product will be of satisfactory quality
- The Product is fit for purpose

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We also promise that any service we provide to you will be provided with reasonable skill and care. Subject to our Delivery statements, we shall not be liable for any delay or inability to perform our obligations to you if such delay is due to any cause whatsoever beyond our reasonable control. If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Product concerned. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or for our fraudulent misrepresentation. The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permissible by applicable law.

Information you provide to us

The following applies to any information you provide to us, for example during the registration or ordering process.

- You authorise us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services which are available through our website by us, our suppliers, our partners, successors (including the purchaser of the whole or part of our business), associates, sub-contractors or other third parties (together our "Partner Companies").
- If you obtain or choose to buy Products from our website then we may collect information about your buying behaviour and if you send us personal correspondence such as emails or letters or other messages, then we may collect this information into a file specific to you. All such information collected by us shall be referred to in these Terms and Conditions as "Personal Information".

You must ensure that the Personal Information you provide is accurate and complete and that all Ordering or registration details (where applicable) contain your correct name, address and other requested details. For more information about how we deal with your Personal Information, please read our privacy policy. By accepting these Terms and Conditions, you agree to the processing and disclosure of the Personal Information for the Purposes. If you would like to review or modify any part of your Personal Information then you should email us at info@climbingframesuk.com.

The following applies to all messages, emails, ideas, suggestions, concepts and other material submitted by you to us ("Content"):

- You must own or have the right to submit Content for publication on our website and all Content submitted by you must be legal, honest, decent and truthful and comply with all applicable laws, regulations, standards and/or codes of practice;
- You must ensure that all Content submitted to us does not infringe the copyright, design, privacy, publicity, data protection, trade

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mark or any other rights of any third party, nor be obscene, abusive, threatening, libellous or defamatory of any person or be otherwise unlawful;

- You must ensure that the Content does not advertise or otherwise solicit for funds or is a solicitation for Products or services; and

We have the right to monitor Content and may elicit, reject remove or change Content if we believe it does not comply with the above and, in particular, we reserve the right to block incoming emails and other Content if we believe that their content is, or may be inappropriate or otherwise does not comply with the above. You grant us a non-exclusive, irrevocable, royalty free, worldwide licence to publish all Content that you submit to us except any portion of the Content that is Personal Information. You have sole responsibility for the Content which you submit to us and you shall indemnify and shall keep us fully and effectively indemnified on demand from and against all actions, claims, losses, liability, proceedings, damages, costs, expenses, loss of business, loss of profits, business interruption and other pecuniary or consequential loss (including legal costs and expenses) suffered or incurred by us and arising directly or indirectly out of the publication of Content submitted by you to us. You warrant and undertake that you will not use our website for any purpose that is illegal or prohibited by these Terms and Conditions, including without limitation the posting or transmitting of any libellous, defamatory, inflammatory or obscene material. If you breach these Terms and Conditions then your permission to use this website terminates immediately without the necessity of any notice being given to you. We retain the right to deny access to any person who fails to comply with these Terms and Conditions.

Applicability of online materials

Unless otherwise specified all content and materials published on our website are presented solely for your private, personal and non-commercial use.

Our website is controlled and operated by us from our offices in England. Where content published on our website is supplied by third parties, you understand that we do not control or endorse such content in any way. All content which is offered by third parties that are not affiliated with or otherwise connected with us, is published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or offline) and the use of such content except for content which relates directly to Products you purchase.

We have used our best endeavour to ensure that our website complies with UK laws.

However, we make no representations that the materials on our website are appropriate or available for use in locations outside the UK. Those who visit our website from other locations do so on their own initiative and are responsible for compliance with all applicable laws.

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If use of our website and/or viewing of it, or use of any material or content on our website or services, or products offered through our website are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorised to view or use our website and you must exit immediately. Climbing Frames UK makes no representations and gives no warranties, express or implied that making the Products available in any particular jurisdiction outside the UK is permitted under any applicable non-UK laws or regulations. Accordingly, if making the Products or any part available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, those Products are not offered for sale to you.

You accept that if you are resident outside the UK, you must satisfy yourself that you are lawfully able to purchase the Products. Climbing Frames UK accepts no liability, to the extent permitted by applicable laws, for any costs, losses or damages resulting from or related to the purchase or attempted purchase of the Products by persons in jurisdictions outside the UK or who are nominees of or trustees for citizens, residents or nationals of other countries.

Copyright and monitoring

The contents of our website are protected by international copyright laws and other intellectual property rights. The owner of these rights is Climbing Frames UK, its affiliates or other third party licensors. All product and company names and logos mentioned in our website are the trade marks, service marks or trading names of their respective owners, including us. You may download material from our website for the sole purpose of placing an Order with us or using our website as a shopping resource. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so, for example in Order to complete any test or questionnaire.

Linked sites

Climbing Frames UK makes no representations whatsoever about any third party websites which you may access through our website or which may link to our website. When you access any other third party website you understand that it is independent from us and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that Climbing Frames UK endorses or accepts any responsibility for the content, or the use of, such a website and Climbing Frames UK shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use or reliance on any content, Products or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

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Availability of our website

We will try to make our website available but cannot guarantee that our website will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of our website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device. We will do our best to ensure that all materials and information published on our website are accurate, but please note that all content, materials and information on our website are provided on an 'as is' basis and you assume total responsibility and risk for your use of our website and use of all information contained within it. We accept no liability for any indirect, consequential loss, damage or special or punitive damages, or costs, or for any loss of data, profit, revenue, business contracts (whether direct or indirect) in each case, however caused, even if foreseeable and even if we have been advised of the possibility of such damages. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our website or its contents other than as a direct result of purchasing Products (which shall be subject to the exclusions and limitation of liability set out in these Terms and Conditions), we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of Us or our servants, agents or any other person or entity.

You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our website and is compatible with our website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from our website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.