

## **Splash n Bump terms and conditions for sale of goods online**

**NB - This document is specific to sale of goods on-line. For trade sales, please see Terms and Conditions of sale to a business.**

Welcome to our website. 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 Splash n Bump's relationship with you in relation to this website.

**These terms and conditions regulate the business relationship between you and us. If you offer or accept our offer for any goods, our contract is in the terms set out below.**

We are: Splash n Bump Ltd, Registered Company No.6270022

Our address is: PO Box 4760,Shrewsbury, England,

You are: The Customer

### **The terms and conditions**

#### **1. Definitions**

In this agreement:

"Carrier" means any person or business contracted by us to carry Goods from us to you, whether all or part of the distance.

"Goods" means any goods we offer for sale.

"Written Material" means any informational material published by us in any medium with a view to providing information to our customers or prospective customers.

"Order" the website order, telephone order or exhibition order detailing the Goods to be ordered

#### **2. Our contract with you**

2.1. We shall accept your order by website, telephone or at exhibitions. That

is when our contract is made.

2.2. The price of the Goods shall be the price ruling at the date of order.

2.3. All descriptions, weights and sizes of Goods are those of the original manufacturers and you may not rely on their accuracy. Accordingly, any such description shall not form part of this Agreement.

2.4. If we do not have the Goods you order in stock, we will offer you a back order. If this happens you may:

2.4.1. wait for the Goods you ordered to come in stock

2.4.2. cancel your order;

2.4.3. leave the order valid, but tell us to omit the out-of-stock item.

2.5. If goods are damaged or a mistake was made by us, then you must inform us within seven days of receipt of the Goods and the Goods must be returned to us within 21 days.

2.6. We will use our reasonable endeavours to respond to any point of dissatisfaction provided you contact us within three months of purchase.

2.7. If we owe you money (for this or any other reason), we will credit your account as soon as reasonably practicable but in any event no later than 30 days from the date of dispute.

### **3. Price and Payment**

3.1. You must pay us the full price of your order before we will send any part of it.

3.2. No payments shall be deemed to have been received until we have received cleared funds.

3.3. All prices include VAT but the price may be exclusive of costs or charges in carriage and insurance.

3.4. Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than pounds

Sterling will be borne by you.

3.5. Any details given by us in relation to exchange rates are approximate only and may vary from time to time.

3.6. You will pay all sums due to us under these terms by the means specified without any set-off, deduction or counterclaim.

#### **4 Information you give us**

4.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.

#### **5 Delivery**

5.1 Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery.

5.2 If we are not able to deliver your goods we shall notify you to arrange another date for delivery.

5.3 We may deliver the goods in installments if the goods are not available at the same time for delivery.

#### **6 Goods returned**

Because you are buying the Goods by mail order, you may have a right of cancellation. If you do, (and only if you do), these are the terms which apply:

6.1 You must tell us you wish to cancel within 7 days of your receipt of the Goods;

6.2 The Goods must be returned to us within 21 days of your telling us you wish to cancel:

6.2.1 with both goods and all packaging in their original condition;

6.2.2 securely wrapped;

6.2.3 including our delivery slip;

6.2.4 at your risk and cost.

6.4 After we have received the Goods, we will credit your account with the full purchase price of the goods returned no later than 30 days from the date of receipt;

6.5 If you do not return the Goods to us, you are still liable to us for the cost.

6.6 We are under no obligation to collect or recover Goods from you, but if we do, our costs will be payable by you.

6.7 If Goods are damaged or a mistake was made by us, then the charge for posting items back to us will be refunded to you along with the cost of the Goods in question.

## **7 Disclaimers**

7.1 We may make improvements or changes to our Written Material or to any of the Goods, at any time and without advance notice.

7.2 You are advised that Written Material may include technical inaccuracies or typographical errors.

7.3 We give no warranty and make no representation, express or implied, as to:

7.3.1 the adequacy or appropriateness of the Goods and Services for your purpose.

7.3.2 compliance with any law;

7.3.3 non-infringement of any right.

7.4 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Web Site or the purchase of Goods.

7.5 Except for a claim for personal injury, in any claim against us our liability is limited to the value of the goods you have purchased in the contract which is the subject of the dispute.

## **8 Indemnity**

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of the Goods, or the infringement by you, of any intellectual property or other right of any person.

## **9 Contractual Limitation**

Where we provide goods without specific charge, then it (or they) is deemed to be provided free of charge, and not to be associated with any other service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of any such goods or services.

## **10 Rights of third parties**

Nothing in this agreement shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

## **11 Severability**

If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

## **12 No Waiver**

No waiver by us, in exercising any right, power or provision hereunder shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

## **13 Dispute Resolution**

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

#### **14 Force majeure**

We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees or contractors.

#### **15 Governing Law**

This Agreement shall be governed by and construed in accordance with the law of England. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

#### **terms & conditions for use of the website**

Whilst every effort is made to ensure that the web site and content are both accurate and error free, Splash n Bump Ltd recognise that errors may occur. In the event of such an error, we may attempt what actions we are reasonably able to correct the problem.

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### **Complaints**

If we should receive a complaint about any part of our service, by phone, fax, e-mail or letter, then it will be dealt with promptly, confidentially, and effectively.