

DATED

2018

TERMS AND CONDITIONS FOR THE
PROVISION OF GOODS

Version 1.1



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Our terms

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply Goods to you.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3. **Interpretation.**

Ebay Page	our Ebay Page with the seller name of "splashswim".
Goods	the products available to purchase from our Ebay Page.
we, us, our	Splash Swim School UK LLP, a limited liability partnership registered in England with the registration number OC398755. Our registered office is at C/O Haines Watts Exeter LLP, Parliament Square, Parliament Street, Crediton, Devon, England, EX17 2AW.
Website	our website is www.splashswim.co.uk .

2. HOW TO CONTACT US

- 2.1. **How to contact us.** You can contact us on the following details:

Telephone	01392 833075
Email	info@splashswim.school
Post	Splash Swim School UK LLP, Kerswell, Exminster, EX6 8AY

- 2.2. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.3. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails but not fax.

3. OUR CONTRACT WITH YOU FOR THE PURCHASE OF GOODS

- 3.1. **How we will accept your order.** We process all Goods purchases through our Website, our Ebay Page, by telephone order or by email order. All purchases will be in accordance with these terms and where applicable, Ebay's terms and conditions, which can be found at www.ebay.co.uk. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Goods. This might be because the Goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Goods or because we are unable to meet a delivery deadline you have specified.

- 3.3. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4. **We predominantly sell to the UK.** Both our Website and Ebay Page are for the promotion of our Goods in the UK. Should you wish to place an order from or wish to request delivery to an address outside the UK, please contact us before placing the order.
- 3.5. **Goods may vary slightly from their pictures.** The images of the Goods on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Goods. Your Goods may vary slightly from those images.
- 3.6. **Goods packaging may vary.** The packaging of the Goods may vary from that shown in images on our Website.
- 3.7. **Your rights to make changes.** If you wish to make a change to the Goods you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Goods, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7 - Your rights to end the contract).

4. **OUR RIGHTS TO MAKE CHANGES**

- 4.1. **Minor changes to the Goods.** We may change the Goods:
 - 4.1.1. to reflect changes in relevant laws and regulatory requirements; and
 - 4.1.2. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Goods.
- 4.2. **More significant changes to the Goods and these terms.** In addition, as we informed you in the description of the Goods on our Website, we may make changes to the Goods, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Goods paid for but not received.

5. **PROVIDING THE GOODS**

- 5.1. **Delivery costs.** The costs of delivery will be as displayed to you on our Website and/or our Ebay Page.
- 5.2. **When we will provide the Goods.** During the order process we will let you know when we will provide the Goods to you. Certain Goods will only be delivered in person. In this case we will let you know where and when we will deliver those Goods to you.
- 5.3. **We are not responsible for delays outside our control.** If our supply of the Goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Goods you have paid for but not received.
- 5.4. **If you are not at home when the Goods are delivered.** Unless we agree otherwise all Goods will be sent via first class post. If no one is available at your address to take delivery and the Goods cannot be posted through your letterbox, you must contact Royal Mail to arrange for the redelivery or collection of your Goods from them.

- 5.5. **If you do not re-arrange delivery.** If you do not collect the Goods or have them redelivered to you in accordance with clause 5.4 then your Goods may be destroyed or returned to us by Royal Mail. More information about how your Goods may be stored/dealt with is available from Royal Mail. Under no circumstances is a refund available where the Goods has not been collected or cannot be delivered.
- 5.6. **When you become responsible for the Goods.** Goods will be your responsibility from the time it is delivered to the address you gave us.
- 5.7. **When you own the Goods.** You own Goods once we have received payment in full.
- 5.8. **Reasons we may suspend the supply of Goods to you.** We may have to suspend the supply of Goods to:
- 5.8.1. deal with technical problems or make minor technical changes;
 - 5.8.2. update the Goods to reflect changes in relevant laws and regulatory requirements;
 - 5.8.3. make changes to the Goods as requested by you or notified by us to you (see clause 4).
- 5.9. **Your rights if we suspend the supply of Goods.** We will contact you in advance to tell you we will be suspending supply of the Goods, unless the problem is urgent or an emergency. If we have to suspend the Goods we will adjust the price so that you do not pay for Goods while they are suspended. You may contact us to end the contract for Goods if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 20 business days and we will refund any sums you have paid in advance for the Goods in respect of the period after you end the contract.
6. **YOUR RIGHTS TO END THE CONTRACT FOR GOODS**
- 6.1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- 6.1.1. **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the Goods repaired or replaced or to get some or all of your money back), **see** clause 9;
 - 6.1.2. **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 6.2;
 - 6.1.3. **If you have just changed your mind about the Goods, see** clause 6.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Goods;
 - 6.1.4. **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 6.6.
- 6.2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 6.2.1 to 6.2.5 below the contract will end immediately and we will refund you in full for any Goods which have not been provided and you may also be entitled to compensation. The reasons are:
- 6.2.1. we have told you about an upcoming change to the Goods or these terms which you do not agree to;

- 6.2.2. we have told you about an error in the price or description of the Goods you have ordered and you do not wish to proceed;
 - 6.2.3. there is a risk that supply of the Goods may be significantly delayed because of events outside our control;
 - 6.2.4. we have suspended supply of the Goods for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 20 Business Days; or
 - 6.2.5. you have a legal right to end the contract because of something we have done wrong.
- 6.3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most Goods bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 6.4. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of Goods which have been sealed for health protection or hygiene purposes, once these have been unsealed after you receive them
- 6.5. **How long do I have to change my mind?** Once you have purchased Goods you have 14 days after the day you (or someone you nominate) receives the Goods, unless your Goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receive the last delivery to change your mind about the Goods. Some Goods are non returnable, for example personalised Goods or Goods where a hygiene seal is removed, broken or damaged.
- 6.6. **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 6.1), you can still end the contract before it is completed. A contract for Goods is completed when the Goods are paid for and delivered. If you want to end the contract in these circumstances, just contact us to let us know. We will refund any advance payment you have made for Goods which will not be provided to you.
7. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
- 7.1. **Tell us you want to end the contract.** To end the contract with us, please let us know by using our contact details listed at the beginning of these terms.
- 7.2. **Returning Goods after ending the contract.** If you end the contract for any reason after Goods have been dispatched to you or you have received them, you must return them to us. You must post the Goods back to us at Splash Swim School UK LLP, Kerswell, Exminster, EX6 8AY. If you are exercising your right to change your mind you must send the Goods within 14 days of telling us you wish to end the contract.
- 7.3. **When we will pay the costs of return.** We will pay the costs of return:
- 7.3.1. if the Goods are faulty or misdescribed;
 - 7.3.2. if you are ending the contract because we have told you of an upcoming change to the Goods or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
 - 7.3.3. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

- 7.4. **How we will refund you.** We will refund you the price you paid for the Goods including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 7.5. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
- 7.5.1. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 7.5.2. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of Goods within 3-5 days at one cost but you choose to have the Goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 7.6. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- 7.6.1. for Goods, your refund will be made within 14 days from the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us.
- 7.6.2. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.
8. **OUR RIGHTS TO END THE CONTRACT**
- 8.1. **We may end the contract if you break it.** We may end the contract for Goods at any time by writing to you if you do not make any payment to us when it is due.
- 8.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for Goods we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 8.3. **We may withdraw the Goods.** We may write to you to let you know that we are going to stop providing the Goods. We will let you know at least 24 hours in advance of our stopping the supply of the Goods and will refund any sums you have paid in advance for Goods which will not be provided.
9. **IF THERE IS A PROBLEM WITH THE GOODS**
- 9.1. **How to tell us about problems.** If you have any questions or complaints about the Goods, please contact us.
- 9.2. **Summary of your legal rights.** We are under a legal duty to supply Goods that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Goods. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example products on our Ebay Page, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.

b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 6.3.

See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

9.3. **Your obligation to return rejected Goods.** If you wish to exercise your legal rights to reject Goods you must follow the Ebay returns procedure.

10. PRICE AND PAYMENT

10.1. **Where to find the price for the Goods.** The price of the Goods (which includes VAT) will be the price indicated on our Ebay Page or our Website where you placed your order. We take all reasonable care to ensure that the price of the Goods advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the Goods you order.

10.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Goods, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.

10.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Goods correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Goods correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

10.4. **When you must pay and how you must pay.** We accept payment with PayPal through Ebay, Visa Debit, Visa Credit, MasterCard, JCB, Maestro & Visa Electron. You must pay for all Goods in advance.

10.5. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a

foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 11.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Goods including the right to receive Goods which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective Goods under the Consumer Protection Act 1987.
- 11.3. **We are not liable for business losses.** We only supply the Goods for domestic and private use. If you use the Goods for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
12. **HOW WE MAY USE YOUR PERSONAL INFORMATION**
- How we may use your personal information.** We will only use your personal information as set out in our [Privacy Policy](#).
13. **OTHER IMPORTANT TERMS**
- 13.1. **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 13.2. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.3. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 13.4. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Goods in either the Northern Irish or the English courts.
- 13.5. **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Centre for Effective Dispute Resolution (CEDR) via their website at www.cedr.com. In addition, please note that disputes may be submitted for online resolution to the *European Commission Online Dispute Resolution* platform.