

Tot's Playtime Box Wholesale Terms and Conditions and Privacy Policy

Terms and Conditions

1. Interpretation

1.1 In these conditions: 'Buyer' means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the goods is accepted by the Seller. 'Goods' means the goods (including any installment of the goods or any parts for them) which the Seller is to supply in accordance with these conditions. 'Seller' means Tot's Playtime Box, 1The Fields, Hingham, Norfolk, NR9 4JG. 'Conditions' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller. 'Contract' means the contract for the purchase and sale of the Goods. 'Order' means an order for the Goods placed by the Buyer with the Seller. 'Price' means the price of the Goods. 'Writing' includes cable, facsimile transmission, e-mail and comparable means of communication.

2. Basis of Purchase

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.

2.3 No variation to the Order or these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Seller.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Packed Quantities Order must be in box multiples.

If single prices are shown they are for information only.

4. Delivery

4.1 Orders will be dispatched, subject to a carriage charge if applicable to the destination in the United Kingdom specified in the Order by the Seller's choice of carrier.

4.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

Other

5. Damage in Transit Claims for damage in transit must be notified to the carrier on receipt of Goods, and to the Seller in writing within seven days of receipt of Goods. The Seller shall have no liability for claims made outside this period.

6. Errors and Shortages Errors and shortages must be notified to the Seller in writing within seven days of receipt of Goods. The Seller shall have no liability for such matters where notified outside this period.

7. Non Delivery Non-receipt of Goods must be notified to the Seller and confirmed in writing within seven days of date of invoice. The Seller shall have no liability for such matters where notified outside this period.

8. Cancellation of Orders. An Order is binding from the date of receipt of Order by the Seller. Cancellations may be accepted, at the Seller's discretion and on such terms as are specified by the Seller. A reasonable cancellation charge equal to the administration and transport costs incurred will be levied.

9. Returns will not be accepted without prior written authorisation from the Seller. All products returned to the Seller must be packed in a manner that will ensure safe transport. A handling charge up to 20% of the trade value will be applied to cover the labour and materials involved in repacking. No merchandise with an invoice date prior to six months from the date of return will be accepted by the Seller at any time for credit.

10. Prices

10.1 The Price of Goods shall be the price ruling at the date of dispatch of the order.

10.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, any changes in delivery dates, quantities or specifications for the

Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

11. Payment Terms

11.1 You will receive a Proforma Invoice via Email. A printed copy of this invoice (with VAT details) will be enclosed with your order. Goods will not be dispatched until payment is made in full.

11.2 We accept payment via Card, Paypal or BAC's payment.

11.3 A credit account may be agreed for subsequent orders at the discretion of Tot's Playtime Box. Please contact karen@totsplaytimebox.co.uk.

12. Force Majeure

12.1 If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.

12.2 Notwithstanding any other provision of the Agreement, neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other for any delay in performance or the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

13. Retention of Title and Risk

13.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer or to an agent acting on the Buyers behalf in accordance with the Contract.

13.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the Property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.

13.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Sellers fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Sellers property, but shall be entitled to resell or use the Goods in the ordinary course of its business.

13.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon

any of the premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

13.5 The Buyer shall not be entitled to pledge or in any way charge by way or security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right of remedy of the Seller) forthwith become due and payable.

14. The Contract shall be governed by and construed in accordance with English Law and each party agrees to submit to the exclusive jurisdiction of the English Courts with regard to any claim or matter arising under this agreement.

15. Website Access

15.1 The contents of the website may not be copied, reproduced, duplicated, sold, downloaded or distributed by any means to third parties without our express written consent.

15.2 You may copy or print details for the sole purpose of using the website while connected to the Internet.

15.3 You must not use the website in any way that causes, or is likely to cause the website or access to it to be interrupted, damaged or impaired in any way.

15.4 You must not use the website for fraudulent purposes, spamming or any unlawful activity.

16. Liability

16.1 The information contained in the website is for information purposes. Tot's Playtime Box is not providing any recommendations or endorsements to any product or service promoted on the website. The material on the website does not constitute advice and you should not use the information on the website to make any decisions or take any action.

17. Orders

17.1 To apply for a trade account, please email karen@totsplaytimebox.co.uk and we will send the Trade applications. We do not permit the sale of "Tot's Playtime Box" branded products on Ebay, Amazon and Etsy or similar websites or at any fairs/shows that "Tot's Playtime Box" are attending as a company.

18. Currency

18.1 All prices on this site are quoted in pounds sterling (£ or GBP). Payment will be made in pounds sterling and your credit card provider will automatically make the exchange for you, billing you in your own currency

19. Fulfilment

19.1 We aim to fulfil and dispatch orders within 7-10 Working Days from receipt of payment, at busy times of the year and for large orders this might be longer. We will always let you know when we confirm your order.

20. Minimum order

20.1 Minimum order is £300 (ex Vat) + shipping. Free postage on all orders over £500 (ex VAT) UK only. An order will not be shipped until payment is received.

21. Delivery

21.1 Any problems or queries relating to the DELIVERY/INVOICE must be notified to Tot's Playtime Box within 5 working days. Please email Karen@totsplaytimebox.co.uk

22. Tot's Playtime Box do not operate a contract cancellation/goods return policy as provided for under "The Consumer Protection (Distance Selling) Regulations 2000" The Distance Selling Regulations (DSRs) provide protection for customers (consumers) - the same rights do not apply to a business buying goods or services from another business.

ALL PREVIOUS TRADING TERMS AND CONDITIONS ARE HEREBY CANCELLED.

Business Information

To contact us, you may do so by any of the following methods:

Email: karen@totsplaytimebox.co.uk

Phone: 07510024273

Mail: Karen Sidell, Tot's Playtime Box, 1 The Fields, Hingham, Norfolk, NR9 4JG

Website: www.totsplaytimebox.co.uk

