

TERMS AND CONDITIONS OF SUPPLY TO CONSUMER CUSTOMERS

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This page (together with the documents referred to in it) sets out the terms and conditions on which Playchildren Limited t/a The Playhouse Company (we, our, us) supply any of the playhouses listed on our website www.theplayhousecompany.co.uk (our website) or any other products supplied by us (Product(s)) and services involved in the construction and positioning of the Products (Services) to a person who is not dealing in the course of business and whose order for the Products and/or Services are accepted by us (you, your). Please read these terms and conditions carefully before using our website and/or ordering any Products and/or Services. You should understand that by ordering any of our Products and/or Services, you indicate that you accept these terms and conditions and agree to be bound by them. If you do not accept these terms and conditions you should refrain from ordering any of our Products and/or Services.

If you are ordering Products and/or Services, you should keep a copy of these terms and conditions for future reference, and check our website for any changes to these terms and conditions prior to ordering any Products and/or Services. If you have any concerns or queries regarding these, please call us prior to placing an order on 01544 387100.



You are required to be over the age of 18 to place an order and by placing an order you acknowledge and warrant that you are legally capable of entering into binding contracts.

You may have other rights granted to you by law in addition to those set out in these terms and conditions. These terms and conditions do not affect those other rights granted by law.

1. INFORMATION ABOUT US

www.theplayhousecompany.co.uk is a website operated by Playchildren Limited trading as The Playhouse Company. We are registered in England and Wales under company number 04387890 with our registered office and main trading address at Little Orchard Farm, Eardisland, Herefordshire HR6 9AS. Our VAT number is 791264121.

2. PRODUCT AVAILABILITY

Some restrictions are placed on the extent to which we accept orders from specific countries. We intend to advise you by email or post following your making an enquiry or placing an order with us, if such a restriction is applicable.



3. HOW THE CONTRACT FOR THE SALE OF PRODUCTS AND/OR SERVICES IS FORMED BETWEEN YOU AND US

3.1 Please note that receipt of your order by us (whether by telephone, letter or email) does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product and/or Services. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail or letter that confirms our acceptance of your order (the Acceptance Confirmation). The contract between us (Contract) will only be formed when we send you the Acceptance Confirmation.

3.2 Prior to our accepting your order we may provide you with a quotation. Quotations are valid for a maximum period of [90] days from the date made and may be withdrawn or altered by us during that period of time without notice.

3.3 Please ensure that you read and understand these terms and conditions before you submit your order, because you will be bound by the terms and conditions once a Contract comes into existence between us, in accordance with clause 3.1

3.4 The Contract will relate only to those Products and/or Services whose acceptance of order we have confirmed in the Acceptance Confirmation. We will not be obliged to supply any other Products or Services relating to these



other Products which may have been part of your order, until your order for such Products and/or Services has been confirmed in a separate Acceptance Confirmation.

4. THE PRODUCTS AND SERVICES

4.1 We sometimes provide brochures (including photographs) and product details in order to give a good idea of the available Product design, however it is sometimes not possible to give exact dimensions or specification details. If you have any concerns in respect of this, please contact us on 01544 387100 or by email at info@theplayhousecompany.co.uk.

4.2 The quantity and description of the Products and/or Services will be as set out in our Acceptance Confirmation.

4.3 Unless we are prevented from doing so by an event outside our reasonable control (as referred to more particularly in clause 16) we warrant that on delivery and/or performance the Products and/or Services shall:

4.3.1 conform in all material respects with their description;

4.3.2 be of satisfactory quality (in respect of the Products) and be carried out with reasonable care and skill (in respect of the Services);



4.3.3 be reasonably fit for any purpose we say the Products and/or Services are fit for or for which products or services of the kind as commonly provided; and

4.3.4 be free from material defects in design, material and workmanship. Subject to clause 4.4, we do not make any other promises or warranties about the Products and/or Services.

4.4 This warranty is in addition to your legal rights in relation to Products and/or Services which are faulty or which are not carried out with reasonable skill and care or which otherwise do not conform with these terms and conditions.

4.5 This warranty does not apply to any defect in the Products arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Products in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.

4.6 We will take reasonable steps to pack the Products properly and to ensure that you receive your order in good condition.

4.7 Within the United Kingdom (or elsewhere where we specifically agree in writing) we will construct and position the Products at the property set out in the Acceptance Confirmation, or as otherwise agreed in writing by us (Assembly Site). Please note we will only be able to provide the Services at all or on time if the following conditions are met:

4.7.1 we are able to provide the Services to you within our normal working hours of 9am - 5pm (Monday to Friday excluding public or bank holidays in England);

4.7.2 we are given by you, in sufficient time, any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these terms and conditions;

4.7.3 we are given suitable access to, from and around the Assembly Site;

4.7.4 we are given access (where applicable) to adequate electricity power points;

4.7.5 the Assembly Site is suitable, with requirements including but not limited to the Assembly Site being sufficiently level, safe, clear of obstruction and having an appropriate base in place; and

4.7.6 you have obtained and maintained the appropriate licences, permissions (including but not limited to planning permissions), consents for the construction, assembly and continued situation of the Products at the Assembly Site.

If one or more of the above conditions are not met then we may be unable to provide the Services or (in our sole discretion) agree to provide the Services subject to a construction charge (to reflect the fact that in those circumstances, we will have to carry out additional work to provide the Services). We accept no liability for our inability to provide the Services in such circumstances.

4.8 A callout charge of our reasonable transport and hourly costs will be payable by you within 7 days of our notification to you that such charge is payable, in the event that we arrive at the Assembly Site with the intention of providing the Services and are unable to do so because of the issues outlined in clause 4.7 above.

4.9 Subject to any construction charge referred to in clause 4.7 or the charging of the callout charge referred to in clause 4.8 or unless otherwise agreed in writing with us, the standard charges for our Services will apply, as are set out in the [Product specific details].

4.10 We will use our reasonable endeavours to provide the Services and on the dates set out in the Acceptance Confirmation however, please note that there may be circumstances which affect our ability to provide the Services

including but not limited to weather conditions and the condition of the ground upon which the Product are to be situated. In such circumstances, subject to clause 4.7, we will complete the Services as soon as reasonably possible.

4.11 You acknowledge and warrant to us that you are the owner of the land upon which the Products are to be constructed and/or that our presence on the land, activities on the land and provision of the Services on the land will not violate the rights of any third party. Furthermore you will notify us of any health and safety issues and/or security issues relevant to the Assembly Site prior to us attending the Assembly Site.

4.12 You agree to be responsible for any loss or damage we may incur which is caused by:

4.12.1 your failing to comply with your obligations under clauses 4.7 and 4.11 and/or

4.12.2 our following your instructions in carrying out the Services under any contract between us, formed in accordance with clause 3.1.

4.13 We only supply the Products and/or Services for domestic and private use, and you agree not to use the Products and/or Services for any commercial purpose.

5. DELIVERY OF PRODUCTS AND/OR SERVICES

5.1 These terms and conditions apply to any repaired or replacement Products and/or Services we supply to you in the unlikely event that the original Products and/or Services are faulty or do not otherwise conform with these terms and conditions.

5.2 We will do all that we reasonably can to deliver the Products and/or perform the Services at the address stated on the Acceptance Confirmation and by the delivery date set out in the Acceptance Confirmation or, if no delivery date is specified, then within 9-10 weeks of the [date of the Acceptance Confirmation]. If despite those endeavours we are unable for any reason to fulfil any delivery or performance by the specified date, we will not be deemed to be in breach of the Contract. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you.

5.3 Deliveries will take place (unless otherwise agreed by us in writing) between the hours of 8am and 6pm Monday to Friday (except on public or bank holidays in England) at the address stated on the Acceptance Confirmation.

5.4 Subject to your cancellation rights referred to in clause 8, any delay in delivery and/or performance will not entitle you to cancel a Contract unless and until you have given seven days' notice to us in writing via post or email to the addresses referred to in clause 8.2 requiring the delivery and/or performance to be made and we have not fulfilled the delivery and/or performance within that period.

5.5 If you fail to take delivery of an order, then, except where this failure is caused by our failure to comply with these terms and condition or by an event beyond your reasonable control:

5.5.1 we will store the Products until delivery takes place and may charge you a reasonable sum to cover expenses and insurance; and

5.5.2 we shall have no liability to you for late delivery.

5.6 If you have not taken delivery of the Products within two weeks of our notifying you that they are ready, we may, after giving you reasonable prior notice in writing, resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, pay you for any excess received over the contract price of the Products or charge you for any shortfall received below their contract price.

5.7 If we are not able to deliver the whole of the order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. We will not charge you extra delivery costs for this. If you ask us to deliver the





order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

6. PRICE AND PAYMENT

6.1 The price of any Products and/or Services will be as set out in the Acceptance Confirmation.

6.2 Unless otherwise agreed with the Company in writing, the price of any Products will:

6.2.1 exclude value added tax; and delivery (a) outside the United Kingdom mainland; and (b) to the Scottish Highlands; and

6.2.2 include delivery in the United Kingdom (excluding its islands and the Scottish highlands) and the cost of the Services.

6.3 We may change the price of the products we supply at any time, but changes will not affect orders in respect of which we have already sent you an Acceptance Confirmation.

6.4 Unless otherwise agreed as set out in the Acceptance Confirmation, payment for Products and/or Services must be by credit or debit card. We accept payment with visa credit or debit, mastercard, maestro or/and switch. Unless otherwise agreed by us in writing, payment for all Products must be made as set out in the Company's quote or if no payment terms are provided in the quote, in full within 30 days of the date of the Acceptance Confirmation or on delivery of the Products, whichever is the later.

6.5 We may require a deposit to be paid by you prior to our manufacture of the Products relevant to your order. Where applicable, details of the deposit and the timescales within which such deposit must be paid, will be set out in the Acceptance Confirmation.

6.6 All payments shall be made in pounds sterling.

7. RISK AND TITLE

7.1 The Products will be your responsibility from the time of delivery.

7.2 Ownership of the Products will only pass to you when we receive full payment (in cash or cleared funds) of all sums due in respect of the Products and/or the Services, and all other sums which are or which become due to us from you on any account.

7.3 Until ownership of the Products has passed to you, you must:

7.3.1 hold the Products on a fiduciary basis as our bailee;

7.3.2 store the Products (at no cost to us) in such a way that they remain readily identifiable as our property;

7.3.3 maintain the Products in satisfactory condition insured for their full price against all risks.

7.4 Your right to possession of the Products will terminate immediately if:

7.4.1 You have a bankruptcy order made against it or you make an arrangement or composition with your creditors or otherwise take the benefit of any Act for the time being in force for the relief of insolvent debtors; or

7.4.2 You suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or you fail to observe or perform any of your obligations or duties under any contract between

us and you, or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986.

7.5 We will be entitled to recover payment for the Products even where title in any of the Products has not passed from us.

7.6 You grant us, our agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where your right to possession has terminated, to recover them.

7.7 If your right to possession of the Products terminates in accordance with clause 7.4, we shall be entitled to issue you with a credit note for all or any part of the price of the Products together with value added tax on such price.

8. CONSUMER RIGHTS IN RESPECT OF THE SALE OF PRODUCTS AND SUPPLY OF SERVICES

8.1 Consumer distance selling regulations means that subject to clause 8.3 below, if for any reason you are unhappy with your purchase, you can return it to us in its original condition within 7 days of the date you received the item, and we will issue a full refund for the price you paid for the item less any carriage costs, in accordance with our refunds policy (set out in clause 9 below). Please note that all items returned must be unused and in pristine condition.

8.2 To cancel a Contract, you must inform us in writing via email to info@theplayhousecompany.co.uk or by first class pre-paid post to Playchildren Limited, Little Orchard Farm, Eardisland, Herefordshire HR6 9AS. You must also return the Product(s) to us immediately, in the same condition in which you received it or them, and at your own cost and risk. You have a legal obligation to take reasonable care of these Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

8.3 You will not have the right to cancel Products which have been made to your own specification, whether or not we have assisted in designing such specification, unless agreed with us in writing. This does not include any Products that are faulty. If a Product is found to be faulty the Product will either be repaired or replaced in accordance with clause 9. This does not affect your statutory rights.

With the exception of faulty or damaged products it is the customer's responsibility to return products to us. Where products are faulty or incorrect we can arrange for collection of items. We are unable to exchange products that are not damaged, defective or incorrect if the item is outside the 7 days. Please note that this does not affect your statutory rights.

9. DEFECTIVE PRODUCTS AND/OR SERVICES AND OUR REFUNDS POLICY

9.1 In the unlikely event that the Products and/or the Services do not conform with these terms and conditions, on delivery or within a period of 12 months from delivery please let us know as soon as possible after delivery and/or performance (as applicable). We will (where the issue is with the Product once we have checked that the Product is faulty):

9.1.1 provide you with a full or partial refund, depending on what is reasonable; or

9.1.2 replace or replace the Products or re-perform the Services.

9.2 These terms and conditions will apply to any replacement Products or Services we supply to you.

9.3 When you return a Product to us:

9.3.1 because, as a consumer, you have cancelled the Contract between us within the seven-day cooling-off period (see clause 8.1), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.

9.3.2 for any other reason (for instance, because you have notified us in accordance with clause 18.7 and 18.8 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund (where a refund rather than a repair or replacement of the Product will be payable) via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

9.4 We will usually refund any money to you in accordance with clauses 9.1 and 9.3 using the same method originally used by you to pay for your purchase. Where any purchase has been paid for in cash, a refund will be provided to you by us, by cheque.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that we prepare or produce for you in connection with the Products and/or Services will belong to us absolutely.

10.2 You may not use the materials, documents or other items detailed in clause 10.1 for any commercial purpose.

11. OUR LIABILITY

11.1 We do not exclude or limit in any way our liability to you:

11.1.1 for death or personal injury caused by our negligence; for any breach of section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; under section 2(3) of the Consumer Protection Act 1987 or for losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; for fraud or fraudulent misrepresentation; or

11.1.2 For any matter for which it would be illegal [or unreasonable] for us to exclude, or attempt to exclude our liability.

11.2 Subject to clause 12.1, if we fail to comply with these terms and conditions, we will not be responsible for any losses that you suffer as a result, except for those losses which we could reasonably foresee would result from our failure to comply with these terms and conditions.

11.3 Subject to clause 12.1, as you are purchasing the Products and/or Services as a consumer and not through the course of business, we will not be responsible for any losses that result from our failure to comply with these terms and conditions which fall into the following categories:

- 11.3.1 Loss of income or revenue;
- 11.3.2 Loss of business;
- 11.3.3 Loss of anticipated savings; or
- 11.3.4 Loss of data.



This clause does not prevent you claiming from us foreseeable loss of, or damage to, your physical property, which has been caused by our failing to comply with these terms and conditions.

11.4 In respect of Products which are not manufactured by us, as far as we're reasonably able, we will pass to you the benefit of any warranty or guarantee which may have been passed to us by the manufacturer of such Products. Subject to clause 12.1, we limit our liability to the extent of such manufacturer warranty or guarantee (if any).

11.5 Where you buy any product from a third party seller through our website, the seller's individual liability will be set out in the seller's terms and conditions.

12. IMPORT DUTY

12.1 If you order Products from our website for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

12.2 Please also note that you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.

13. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. NOTICES

All notices given by you to us must be given to Playchildren Limited at, Little Orchard Farm, Eardisland, Herefordshire HR6 9AS or via email address at info@theplayhousecompany.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter by pre-paid first class post, or seven days after the date of posting by airmail. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

15. TRANSFER OF RIGHTS AND OBLIGATIONS

15.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

15.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during





the term of the Contract, but this will not affect your rights under these terms and conditions.

16. EVENTS OUTSIDE OUR CONTROL

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Event).

16.2 An Event includes any act, event, non-happening, omission or accident beyond our reasonable control including but not limited in particular to:

16.2.1 Strikes, lock-outs or other industrial action.

16.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

16.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster.

16.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

16.2.5 Failure of machinery, sub-contractors or suppliers.

16.2.6 Impossibility of the use of public or private telecommunications networks.

16.2.7 The acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Event continues, and we will have an extension of time for performance for the duration of that period. We will try (without having to spend any money) to bring the Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Event.

17. GENERAL

17.1 If we fail, at any time during the term of a Contract, to insist upon strict performance by you of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not amount to a waiver of such rights or remedies and will not relieve you from compliance with your obligations under any Contract and these terms and conditions. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 15, and any waiver by us of any default by you will not constitute a waiver of any subsequent default.

17.2 We will only use the personal information you provide to us, to provide the Products and/or Services, or to inform you about other similar products and/or services we provide, unless you tell us that you do not want to receive this information.

17.3 If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

17.4 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

17.5 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

17.6 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

17.7 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our systems.

17.8 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Acceptance Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

17.9 A person who is not party to a Contract shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

17.10 Contracts for the purchase of Products and/or Services by you from us and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

18. COMPLAINTS

It is important to us that you are completely happy with our Products and/or Services. In the unlikely event that you wish to raise a complaint please contact us by telephone on 01544 387100 or via email at info@playhousecompany.co.uk stating your name, order reference and the nature of your complaint. All complaints will receive a response within two working days of receipt. It is always our intention to resolve any problems quickly and amicably to your satisfaction.