

## Shop terms and conditions - November 2016

In order to use the Puddle Ducks online shop we ask you to agree to the following terms and conditions:

### General Shop Terms & Conditions

- In order to purchase products from our website you must register your details with us. These will include your real name, daytime phone number, email address, billing address and delivery address. The information that you provide will only be used for processing your order or updating you with regards to our services. Please be assured that we will not share this data with any third party outside the Puddle Ducks group other than those required to process your order
- We apologise but at this time our quoted delivery rates are only for addresses within Mainland UK. For all other locations please contact us for a personal delivery quote
- All payment details are taken by our secure online payment processor 'Sagepay' who are level 1 PCI DSS compliant. This means that they follow the highest security regulations for online payment processing
- Full payment is required at time of ordering. We accept online payment by the following credit/debit cards: VISA, MasterCard and Maestro
- You must confirm that you are the registered credit/debit card holder. Please note that validation and authorisation checks by the card issuer will be carried out on all transactions
- If you are using a Puddle Ducks Shop gift voucher to pay or part pay for our products:
  - please note that no change can be given if the cost is less than the voucher value
  - please note that our gift vouchers expire 6 months after the date of purchase
- Once an order has been placed you will receive an email from us which acknowledges your order and provides full details for you to check. A dispatch confirmation will then be sent to you in due course. Your order may be dispatched in several packages as some of our products are stocked at different locations. Please note that until we have sent your dispatch confirmation email your order has not been officially accepted by us and can be cancelled or amended if errors are found. We strongly advise you therefore to check the details of your order acknowledgement email immediately upon receipt and contact us by telephone if any amendments are required. Any products that are not listed on your dispatch confirmation email are, unfortunately, unavailable and will not be charged to you
- Purchasing Gift Vouchers – If you order a Puddle Ducks gift voucher please note that the gift voucher will be emailed to both yourself and the recipient immediately upon ordering. If you find a mistake with the voucher (i.e. recipient email address, name, message or amount) please let us know asap. We will then cancel the voucher, issue a refund and ask you to place a new order with the correct voucher details
- We reserve the right to delay or cancel an existing order, or refuse to serve a customer if we suspect fraudulent use of our website and services
- We reserve the right to cancel an order at any stage at our sole discretion. If this occurs we will not be held liable to you or any third party
- We will take all reasonable care to keep your order information secure but we cannot be held liable for any loss you may suffer if any third party gains unauthorised access to any data you have provided whilst using our website
- We take utmost care to ensure that all descriptions, prices and stock levels are correct at the time of entering them onto our website but we cannot guarantee that this information will not change over time
- It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us
- If we make a genuine mistake with the pricing of any of our products we do not have to accept an order at the incorrect price
- We reserve the right to remove products, change prices and amend services or descriptions at any time, without notice
- You must not use any of the content on our website for commercial purposes without gaining specific written permission from us
- If you would like to link to our website please contact us to obtain permission
- All of our prices include standard rate VAT where applicable
- These Terms and Conditions do not affect your statutory rights
- Please note that our business is governed by English law. If any dispute was to arise it would be subject to the exclusive jurisdiction of the courts of England

- Please note that Puddle Ducks is a trading name. We are a Limited Company registered in England No. 05879603 , VAT no. 895926259. Our trading address is: The Grain Store, Hollins Farm, Twemlow Lane, Holmes Chapel, Cheshire, CW4 8GE.

## DELIVERY

- If you chose our 1st Class delivery service we will send your order by Royal Mail 1st Class. This service takes 1-2 working days. We aim to dispatch your parcel on the same day if the order is received before 11.30am excluding weekends and Bank Holidays. We apologise but this service is currently only to Mainland UK
- If you chose our standard 2nd Class delivery service we will send your order by Royal Mail 2nd Class or 'My Hermes' courier service depending on the weight and size of your parcel. Both of these services takes 3-5 working days. We aim to dispatch your parcel on the same day if the order is received before 11.30am excluding weekends and Bank Holidays. We apologise but this service is currently only to Mainland UK
- Please supply a daytime contact number in case a courier driver needs to speak to you regarding your delivery (applicable for courier deliveries only)
- If you are ordering a large item (which may not fit through your letter box) and there is likely to be no-one at home when the parcel is delivered, please give an alternative delivery address such as your workplace. With our courier service (generally used for heavier parcels) you are able to nominate a safe place in the 'Customer comment' box e.g. Leave with neighbour at no.29
- Please supply accurate delivery address details. We will not be liable for any delays or problems caused by delivery information inaccuracies
- We will not be liable if your parcel goes missing once it has been left in your designated safe place (applicable for courier deliveries only)
- If you are not in when your parcel delivery arrives and, in the case of the courier, no safe place has been designated, the delivery person will leave a calling card and contact number so that you can re-arrange the delivery. Generally two further attempts to deliver will be made. If the parcel then has to be returned to us you will be liable for additional re-delivery costs or we will refund the item minus the delivery charges
- If you do not receive your goods due to them being 'lost in the post' we reserve the right to ask you to wait 30 days, starting with the dispatch confirmation date, before a refund is given
- On rare occasions dispatch and delivery may be affected by factors such as extreme weather conditions, strikes or holidays. We cannot be held liable for any delay to our service but we will do our utmost to keep you updated by email and/or website announcements.

## REFUNDS AND EXCHANGES

- If you find a product to be faulty within 30 calendar days of receiving it please contact us on 01477 410085 or [via email](#) and we will provide a replacement or full refund, whichever is your preferred option. If you find a product to be faulty after 30 calendar days but within 6 months of receiving it we are entitled to repair or replace it before offering a refund. In both instances we will cover the cost of the return postage
- **Refunds** - If you change your mind for any reason please let us know [via email](#) within 14 calendar days, starting with the day after delivery. We will be very happy to offer a refund unless the product has been personalised to your specifications. Please note that we can only refund our 2nd Class delivery cost. Any additional amount paid for 1st Class delivery and for returning the goods to us will unfortunately not be covered. You have 14 calendar days, starting with the day after cancelling, to return the goods to us in reasonable, un-used condition with swing tickets attached. We will process your refund within 14 calendar days of you returning the goods to us or you providing evidence of having returned the goods (for example, a proof of postage receipt from the post office), whichever is the sooner
- **Exchanges** - If you require another size or style please let us know [via email](#) within 14 calendar days, starting with the day after delivery. We apologise but we will ask you to place a new order for the required items and will process a refund on the original items as per the process above.