



PUDDLE DUCKS ONLINE SHOP TERMS AND CONDITIONS – March 2018

1. OUR TERMS

- 1.1 All those wishing to acquire our products from our online shop must agree to the terms and conditions set out below.
- 1.2 **What these terms cover.** These are the terms and conditions on which we supply goods from our online shop to you.
- 1.3 **Why you should read them.** Please read these terms carefully before you purchase our products. These terms tell you who we are, how we will provide products 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.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Puddle Ducks Franchising Ltd a company registered in England and Wales. Our company registration number is 05879603 and our registered office is at The Grain Store, Hollins Farm, Off Twemlow Lane, Holmes Chapel, Cheshire, CW4 8GE. Our registered VAT number is VAT no. 895926259.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01477 410085 or by writing to us at enquiries@puddleducks.com.
- 2.3 **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 when you placed your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** 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.
- 3.2 **Puddle Ducks Gift Vouchers.**

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- 3.2.1 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.
 - 3.2.2 There are two types of Puddle Ducks Gift Voucher: **Shop Gift Vouchers** and **Swimming Gift Vouchers**. Both types of voucher have a **six month expiry** from the date of purchase.
 - 3.2.3 **Shop Gift Vouchers** can only be redeemed against purchases made on the Puddle Ducks online shop.
 - 3.2.4 **Swimming Gift Vouchers** can only be used towards the cost of a Puddle Ducks swimming class, subject to a minimum number of lessons, as required by your local Puddle Ducks team.
 - 3.2.5 Both types of gift voucher can only be refunded to the person who purchased the voucher and to the card that was used to make the purchase.
- 3.3 **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 product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified. Any products that are not listed on your dispatch confirmation email are, unfortunately, unavailable and will not be charged to you.

4. **OUR PRODUCTS**

- 4.1 Products may vary slightly from their pictures. The images of the products 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 products. Your product may vary slightly from those images.
- 4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

5. **RISK AND OWNERSHIP**

- 5.1 **When you become responsible for the products.** Our products will be your responsibility from the time we deliver the product to the address you gave us.
- 5.2 **When you own goods.** You own a product once we have received payment in full.



6. PAYMENT AND PRICES

- 6.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 1.3 for what happens if we discover an error in the price of the product you order.
- 6.2 **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 product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 6.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's 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. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 6.4 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.
- 6.5 **When you must pay and how you must pay** Full payment is required at time of ordering. We accept online payment by the following credit/debit cards: VISA, MasterCard and Maestro.
- 6.6 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.
- 6.7 If you are using a Puddle Ducks Shop gift voucher to pay or part pay for our products please note:
- 6.7.1 that no change can be given if the cost is less than the voucher value
 - 6.7.2 that our gift vouchers expire 6 months after the date of purchase
- 6.8 All of our prices include standard rate VAT where applicable.

7. DELIVERY

- 7.1 All of our orders are sent using DPD Monday-Friday Next Day delivery service. We aim to dispatch your parcel on the same day if the order is received before 1pm excluding weekends and Bank Holidays. We apologise but this service is currently only to Mainland UK addresses.

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- 7.2 Once your order has been dispatched you will receive a one hour delivery window from DPD via SMS text message (if you have provided us with your mobile number) or email. You will then be able to:
- 7.2.1 Track the progress of your parcel on a map, counting down to a 15 minute window.
 - 7.2.2 Nominate a 'Safe place' for your parcel to be left if you are not going to be in.
 - 7.2.3 Upgrade your delivery to a DPD premium service such as Saturday or Sunday delivery or arriving before a specified time (**NOTE: (i) you will incur extra charges for these services which are to be paid by yourself direct to DPD; and (ii) if you choose to upgrade we will not be liable for any refund of the standard delivery charge which you have paid to us.**)
- 7.3 Please supply accurate delivery address details. We will not be liable for any delays or problems caused by delivery information inaccuracies.
- 7.4 We will not be liable if your parcel goes missing once it has been left in your designated safe place.
- 7.5 If you are not in when your parcel delivery arrives and 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.
- 7.6 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.
- 7.7 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.
- 7.8 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.

8. FAULTY PRODUCTS

- 8.1 **What to do if a product is faulty** - If you find a product to be faulty within 30 calendar days of receiving it please contact us [via email](#) stating your name, order number and nature of the problem. We will provide a replacement or full refund (using the payment method which you made the purchase with), 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.

- 8.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. 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 040506.

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:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

9. CHANGING YOUR MIND

- 9.1 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products 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.
- 9.2 **Tell us you have changed your mind** - If you change your mind for any reason please let us know by (i) emailing enquiries@puddleducks.com as indicated on your order acknowledgement email. Please provide your name, order number, details of the order and, where available, your phone number and email address or (ii) complete our [order cancellation form](#).
- 9.3 **How to return the Products** - Please return the goods to our address stating your name and order number, within 28 calendar days starting with the day after delivery.
- 9.4 **Change your mind refunds** - We will be very happy to offer a refund (using the payment method that you made the purchase with), unless the product has been personalised to your specifications. Please note that we can only refund our standard Next Day delivery cost (or a proportion of that if you have ordered



multiple products but only returned some of them). **NOTE: We will not refund any additional amount paid by you direct to DPD for any of their premium delivery services.** Please return the goods to us in reasonable, unused condition with packaging and swing tickets attached or included. 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.

- 9.5 **Exchanges** - Please note that we do not offer exchanges, we simply ask you to return the goods to us following the process above and place a new order for the required items.

WE DRAW YOUR ATTENTION TO THE CONTENTS OF THE FOLLOWING CLAUSE

10. OUR RESPONSIBILITY FOR LOSS AND DAMAGE SUFFERED BY YOU

- 10.1 **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.**
- 10.2 **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.
- 10.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 We reserve the right to remove products, change prices and amend services or descriptions at any time, without notice.



10.9 These Terms and Conditions do not affect your statutory rights.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

11.1 In order to purchase products from our website you must register your details with us. These will include your real name, phone number, email address, billing address and delivery address. The information that you provide will only be used for processing your order/delivery 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/delivery.

11.2 **How we will use your personal information.** We will use the personal information you provide to us:

11.2.1 to supply the products to you. This will include our delivery service provider 'DPD' using the provided information to enhance the delivery process to you. It will use notifications and geodata for that purpose. This may involve DPD sharing such details with limited third parties;

11.2.2 to process your payment for the products; and

11.2.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

11.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

12. OUR RIGHTS TO END THE CONTRACT

12.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

12.1.1 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, details of where it is to be delivered;

12.1.2 you do not, within a reasonable time, allow us to deliver the products to you;

12.1.3 if we suspect fraudulent use of our website and services.

12.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for products 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.

13. CHANGES TO OUR TERMS AND CONDITIONS

We reserve the right to make amendments to our Terms and Conditions at any time to reflect changes in our business or statutory obligations. The new version will be posted on our website and will take effect immediately upon posting. If applicable these changes will be communicated to all our customers by email. Previous versions of our Terms and Conditions will be available for reference on our website.

14. OTHER IMPORTANT TERMS

- 14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.
- 14.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 If a court finds part of this contract illegal, the rest will continue in force.
- 14.5 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.
- 14.6 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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.7 **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 products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.