

This page (together with our [Privacy Policy](#), [Terms of Website Use](#) and [Website Acceptable Use Policy](#) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**our site**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 7. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

1.1 We operate the website <http://kingstontrampoline.co.uk>. We are KTA Sport and Leisure Limited, a company registered in England and Wales under company number 07475667 and with our registered office at 5th Floor, Durkan House, 155 East Barnet Road, New Barnet, Herts EN4 2JT. Our main trading address is 27 Dudley Road, Walton on Thames, Surrey KT12 2JT. Our VAT number is 116485707.

2. OUR PRODUCTS

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 Although we have made every effort to be as accurate as possible, because our Products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 2% tolerance.

2.3 The packaging of the Products may vary from that shown on images on our site.

2.4 Some of the Products we sell are made according to the measurements you provide us. You can find information and tips on how to measure in our brochure or on our site, or by contacting us.

2.5 Please make sure your measurements are correct and accurate. Unfortunately, we cannot accept the return of made-to-measure Products if the reason for the return is because you provided us with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to made-to-measure Products that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

3. USE OF OUR SITE

Your use of our site is governed by our Terms of website use and Website Acceptable Use Policy. Please take the time to read these, as they include important terms which apply to you.

4. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

5. AGE REQUIREMENT

You may only purchase Products from our site if you are at least 18 years old.

6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

6.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

6.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 6.3.

6.3 We will confirm our acceptance to you by sending you an e-mail (**Order Confirmation**). The Contract between us will only be formed when we send you the Order Confirmation.

6.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site as referred to in clause 10, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

7. OUR RIGHT TO VARY THESE TERMS

7.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

7.2 Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.

7.3 We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.

7.4 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes, except in the case of made-to-measure Products. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return any relevant Products you have already received and we will arrange a full refund of the price you have paid. In the case of made-to-measure Products, unfortunately, because we make these Products to your specific requirements, you will not be able to cancel the Contract once it has been made.

8. YOUR RIGHT OF RETURN AND REFUND

8.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 8.3. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is

available from your local Citizens' Advice Bureau or Trading Standards office.

- 8.2 However, this cancellation right does not apply in the case of:
- (a) any made-to-measure Products or Products that are clearly personalised;
 - (b) any Products not suitable for return due to health protection or hygiene, if the Product(s) become unsealed after delivery;
 - (c) any Products which become mixed inseparably with other items after their delivery.

8.3 Your legal right to cancel a Contract starts from the date of the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
<p>Your Contract is for a single Product (which is not delivered in instalments on separate days).</p>	<p>The end date is the end of 14 days after the day on which you receive the Product.</p> <p>Example: if we provide you with an Order Confirmation on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.</p>
<p>Your Contract is for either of the following:</p> <ul style="list-style-type: none"> • one Product which is delivered in instalments on separate days. • multiple Products which are delivered on separate days. 	<p>The end date is 14 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered.</p> <p>Example: if we provide you with an Order Confirmation on 1 January and you receive the first instalment of your Product or the first of your separate Products on 10 January and the last instalment or last separate Product on 15 January you may cancel in respect of all instalments and any or all of the separate Products at any time between 1 January and the end of the day on 29 January.</p>
<p>Your Contract is for the regular delivery of a Product over a set period.</p>	<p>The end date is 14 days after the day on which you receive the first delivery of the Products.</p> <p>Example: if we provide you with an Order Confirmation</p>

	<p>on 1 January in respect of Products to be delivered at regular intervals over a year and you receive the first delivery of your Product on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all Products to arrive during the year.</p>
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- 8.4 To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form on our website. A link to the website cancellation form will be included in our Order Confirmation. If you use this method we will e-mail you to confirm we have received your cancellation. Alternatively you may use a copy of the form which is attached at the back of these Terms as a schedule.
- 8.5 If you cancel your Contract we will:
- (a) refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund 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.
 - (b) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
 - (i) if you have received the Product: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see clause 8.8;
 - (ii) if you have not received the Product: 14 days after you inform us of your decision to cancel the Contract.
- 8.6 If you have returned the Products to us under this clause 8 because they are faulty or mis-described, we will refund the price of the Products in full.
- 8.7 We will refund you on the credit card or debit card used by you to pay.

8.8 If a Product has been delivered to you before you decide to cancel your Contract:

- (a) then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You can either send it back or return it to us in person at our premises.
- (b) unless the Product is faulty or not as described (in this case, see clause 8.6), you will be responsible for the cost of returning the Products to us.

8.9 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 8 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9. DELIVERY

9.1 We do not deliver any Products directly to you so our Products are available for collection only.

9.2 We will contact you with an estimated delivery date, which will be within 30 days after the date of the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 14 for our responsibilities when this happens.

9.3 Delivery of an order shall be completed when you collect the Products from our premises or they are given to your child at their next gym session and the Products will be your responsibility from that time.

9.4 If you have asked to collect the Products from our premises, you can collect the Products from us at any time during our working hours.

9.5 You own the Products once we have received payment in full.

9.6 If we miss the 30 delivery deadline for any Products then you may cancel your order straight away if any of the following apply:

- (a) we have refused to deliver the Products;

- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

9.7 If you do not wish to cancel your order straight away, or do not have the right to do so under clause 9.6, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.

9.8 If you do choose to cancel your order for late delivery under clause 9.7 or clause 9.8, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us. After you cancel your order we will refund any sums you have paid to us for the cancelled Products.

10. PRICE OF PRODUCTS

10.1 The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see clause 10 for what happens if we discover an error in the price of Product(s) you ordered.

10.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

10.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

10.4 It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

11. HOW TO PAY

- 11.1 You can only pay for Products using a debit card or credit card.
- 11.2 Payment for the Products is in advance. We will not charge your debit card or credit card until we dispatch your order.

12. MANUFACTURER GUARANTEES

- 12.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.
- 12.2 If you are a consumer, a manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

13. OUR LIABILITY

- 13.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 13.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.3 We do not in any way exclude or limit our liability for:
 - (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

14. EVENTS OUTSIDE OUR CONTROL

- 14.1 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 an Event Outside Our Control. An Event Outside Our Control is defined below in clause 14.2.
- 14.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 14.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 14.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return any relevant Products you have already received and we will refund the price you have paid.

15. OTHER IMPORTANT TERMS

- 15.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under

these Terms. We will always notify you in writing or by posting on this webpage if this happens.

- 15.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 15.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 15.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.6 Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Schedule MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To KTA Sport and Leisure Limited, 27 Dudley Road, Walton on Thames, Surrey KT12
2JT

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the
following goods,

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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