

## **BAJU SURF LIMITED**

### **Terms and conditions for the supply of goods**

#### **1. These terms**

**1.1 What these terms cover.** These are the terms and conditions ('terms') on which we supply products to you. These terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. We reserve the right to make changes to these terms and your continued use of, or access to our website constitutes acceptance of those changes.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. 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 do not agree to all the terms and conditions as set out within this document then you may not access this website or use any services which it provides.

#### **2. Information about us and you and how to contact us**

**2.1 Who we are.** We are BAJU SURF LIMITED a company registered in England and Wales. Our company registration number is 13092465 and our registered office is at 105 Southbourne Grove, Bournemouth BH6 3QY. Our registered VAT number is 9876547321.

**2.2 How to contact us.** You can contact us by writing to us at [info@bajusurf.com](mailto:info@bajusurf.com) or to our registered address.

**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 in your order. You agree to provide up to date, complete and accurate purchase and account information for all purchases made.

**2.4 Personal Information.** Your submission of personal information is governed by our Privacy Policy.

#### **3. Our contract with you**

**3.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

**3.2 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 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.

**3.3 Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

**3.4 We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

#### **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. 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 website have a 5% tolerance.

**4.2 Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

**4.3** We reserve the right to limit the sale of our products to any person, household, or order. Or limit the quantities of any products which we offer. We reserve the right to discontinue any product at any time, without notice.

**5. Your rights to make changes to your order.** If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7- Your rights to end the contract).

#### **6. Providing the products**

**6.1 Delivery costs.** The costs of delivery will be as displayed to you on our website.

- 6.2 When we will provide the products.** During the order process we will let you know when we will provide the products to you.
- 6.3 We are not responsible for delays.** We will try our utmost to have products delivered in accordance with any delivery timeframe specified. However, if our supply of the products is delayed then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods.
- 6.4 Delivery is completed** on the completion of unloading of the Goods at the Delivery Location.
- 6.5 Collection by you.** If you have asked to collect the products from us, you can collect them from us at a time and address as will be agreed.
- 6.6 If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 6.7 If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and **Error! Bookmark not defined.Error! Reference source not found.** will apply.
- 6.8 When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.

## **7. Your rights to end the contract**

- 7.1 How you can end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or miss-described** you have a legal right to end the contract, reject the goods and get a full refund. However, this right is limited to 30 days from the date that you took responsibility for

the goods. After 30 days you can't demand a full refund in the first instance, but you do have the right to a repair or a replacement.

- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**
- (c) **If you have just changed your mind about the product, see clause 7.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

**7.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

- (a) we have told you about a change to the product after you ordered it and you do not wish to proceed;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;

**7.3 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, however you must pay the cost of the return of the product(s) and the products must be sent to us within 14 days of you notifying us, by email, that you have wish to return the goods. The goods must be received in their original packaging, unused and in a resalable condition. You must also be able to prove postage. A refund will only be processed once the returned product(s) are received by us. These rights are provided under the Consumer Contracts Regulations 2013.

## **8. How to end the contract with us:**

**8.1 Tell us you want to end the contract.** To end the contract with us, please let us know by emailing us at [info@bajusurf.com](mailto:info@bajusurf.com) . Please provide your name, home address, details of the order and, where available, your phone number and email address.

**8.2 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person, post them back to us at [ADDRESS TBC] or allow us to collect them from you (if within a 10 mile radius), we would charge a fee for this. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

**8.3 When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty;
- (b) if you are ending the contract because we have told you of a change to the product, an error in pricing or description, or a significant delay in delivery due to events outside our control; or

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

**8.4 What we charge for collection (if within a 10 mile radius).** If you are responsible for the costs of return and we are collecting the product from you, we will charge you £5.00 if you are within a 10 mile radius.

**8.5 How we will refund you.** We will refund you the price you paid for the products including initial delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**8.6 Deductions from refunds if you are exercising your right to change your mind:**

- (a) We may reduce your refund of the price (excluding delivery costs) 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
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within [3-5] days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

**8.7 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the product back from you.

## **9. Our rights to end the contract**

**9.1 We may end the contract** for a product at any time if you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

## **10. Quality and Paddleboard Warranty**

**10.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can email us at [info@bajusurf.com](mailto:info@bajusurf.com)

**10.2** The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

**10.3** Paddleboards, but no other product, are covered by a 24 month manufacturer warranty. The paddles and pumps purchased for the Paddleboard(s), but no other product, have a 12 month manufacturer's warranty. The warranty provides that these three products will be free from manufacturing defects, from the date of purchase, for the warranty period. The warranty is for the original purchaser only and starts from the date of purchase. The warranty does not cover any puncture, cuts or abrasion sustained in normal use or damage from unreasonable uses or improper storage.

**10.4** Subject to clause 10.5, if:

- (a) the Customer gives notice in writing to the Supplier during the warranty period and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 10.3;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the whole or part of defective Goods, or refund the price of the defective Goods in full.

**10.5** The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 10.3 if:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 10.4;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or attempts to repair such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or usage;

**10.6** Except as provided in this **Error! Bookmark not defined.**10, we shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 10.3.

**10.7** These terms shall apply to any repaired or replacement Goods supplied by the Supplier.

**10.8** Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you if they are within a 10 mile radius of us. We will pay the costs of postage or collection. Please email us at [info@bajusurf.com](mailto:info@bajusurf.com) for a return label or to arrange collection.

## **11. Price and payment**

**11.1 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 **Error! Bookmark not defined.Error! Reference source not found.** for what happens if we discover an error in the price of the product you order.

**11.2 When you must pay and how you must pay.** We accept payment with [TBC once shop launched]. You must pay for the products before we dispatch them.

## **12. Our responsibility for loss or damage suffered by you**

**12.1** The restrictions on liability in this clause 12 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

**12.2** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;

**12.3** Subject to clause 12.2, the Supplier's total liability to the Customer shall not exceed the amount paid by you for the product(s), or the sum of £499, whichever is the lower amount.

**12.4** Subject to clause 12.2, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill;

- (g) loss of enjoyment; and
- (h) indirect or consequential loss.
- (i) Losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include [but not be limited to] demands, fines, penalties, actions, investigations or proceedings, including [but not limited to] those made or commenced by subcontractors, the Supplier's personnel, regulators and customers of the Customer.

**12.5 This clause 12 shall survive termination of the Contract.**

**12.6 We are not liable for business losses.** 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.

**13. Your use of our products.** You agree and accept that you use our products, to include all water sports and water craft equipment, such as paddleboards and /or surfboards, entirely at your own risk.

We recommend and you agree that you will comply with all local and national laws and ALWAYS wear an approved personal floatation device, suitable for your weight and size when using our water sports and watercraft products. Any activity on, or near, water is dangerous. BAJU Surf Limited and its employees are not and cannot be held responsible or liable for your safety during the use of, or even possible failure of, the products supplied.

We recommend that you take advice on your chosen location to use the product(s), to include, but not limited to, water currents, wind, weather conditions, potential under water obstacles and other water craft or people using and sharing the same water.

**14. How we may use your personal information**

**14.1 How we may use your personal information.** We will only use your personal information as set out in our privacy policy.

**15. Other important terms**

**15.1 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

**15.2 If a court finds part of this contract illegal, the rest will continue in force.** 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.

- 15.3 Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.
- 15.4 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 15.5 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

© BAJU Surf Limited 2021