

NoFussFun Terms and Conditions of Sale

Please read these Conditions carefully as you agree to be bound by these Conditions upon ordering any Goods from NoFussFun (hereafter "**NFF**" or "**our**" or "**us**" or "**we**").

1. DEFINITIONS

1.1 The following definitions apply to these Conditions:

"**Business Customer**" means any customer (typically an educational establishment) other than a Consumer;

"**Conditions**" these terms and conditions of sale;

"**Consumer**" means you are purchasing as an individual and not on behalf of a business, acting for purposes wholly or mainly outside your trade, business, craft or profession;

"**CRA**" means the Consumer Rights Act 2015, as amended from time to time;

"**Goods**" means the products we are selling to you as set out in the Order;

"**Order**" means your order for the Goods;

"**Site**" means www.nofussfun.co.uk; and

"**you**" means the person, company, organisation or other entity entering into the Order for the Goods.

1.2 "Written" or "in writing" includes email.

1.3 Headings do not affect the interpretation of these Conditions.

2. BASIS OF SALE

2.1 These Conditions will apply to any Order for Goods placed by you and to the contract between us for the sale of such Goods to you. All other terms or documentation which purportedly form part of our agreement are excluded, unless agreed otherwise explicitly and in writing. Please check that the details in the Order are complete and accurate before you submit your Order.

3. ORDER AND ACCEPTANCE

3.1 Orders are placed online through the ordering process on the Site. A valid email address must be provided when placing an Order.

3.2 After you place the Order, you should receive an email confirming placement of the Order.

3.3 We shall assign a number to the Order and inform you of it in the order and despatch confirmation which you will receive upon despatch of the Order. The contract is made between us upon despatch of the Order to you.

3.4 Please quote the order number in all subsequent correspondence with us relating to the Order.

3.5 We may refuse the Order for any reason at our sole and exclusive discretion, prior to despatch of the Order (and notwithstanding that you may have received an email confirming placement of the Order, as mentioned in clause 3.2).

3.6 Please note that the Goods and promotions are only available in mainland United Kingdom and, as such, may be unavailable in the region or country from which you are accessing the Site and/or published materials.

3.7 We have the right to revise and amend these Conditions from time to time without notice to you. Please ensure you are familiar with the up to date Conditions prior to

placing an Order. The applicable Conditions are those that are in force at the time that you place the Order with us.

4. DESCRIPTION OF GOODS

- 4.1 Any samples, drawings, descriptions or illustrations contained in our published materials (including information booklets and on the Site), are issued or published solely for illustration and to provide you with an approximate idea of the Goods they describe; they do not form part of the contract between you and us for the sale of the Goods and are subject to correction without any liability on the part of NFF. We may make changes, which do not materially affect the performance of the Goods, to the specification of the Goods at any time and without notice.
- 4.2 The images of the Goods shown in the information booklets and on the Site are for illustrative purposes only. Variations in the colour due to photography, publishing or your computer's display can occur. You acknowledge that the Order is placed at your own risk if, for example, the colour, shade representation, dimensions or texture of the Goods differs from the image in the published materials.
- 4.3 If we discover an error in the price of the Goods you have ordered (e.g. incorrect price displayed online or in any other materials or media), we will contact you to inform you of this error and we will give you the option of (i) continuing to purchase the Goods at the correct price or (ii) cancelling the Order. Please note that we do not have to provide the Goods to you at the incorrect (lower) price.
- 4.4 Please always read labels, notices, warnings and instructions provided with the Goods before opening the packaging and/or using the Goods.

5. TITLE RETENTION

- 5.1 Ownership of the Goods will only pass to you when we receive payment in full and all funds have cleared for the Goods.
- 5.2 Risk in the Goods will pass to you upon completion of delivery, meaning that they will be your responsibility from that time, unless you commission an alternative carrier to collect and deliver the Goods, in which case they will be your responsibility from the point of collection.
- 5.3 We can recover any Goods in respect of which ownership has not passed to you at any time. You agree to, immediately following written request from us, allow us access to the Goods (and to such premises as are required to access the Goods) in order to facilitate such recovery.

6. PRICE AND PAYMENT

- 6.1 All prices are quoted in British pound sterling (£/GBP) and are:
 - 6.1.1 exclusive of VAT, which, if applicable, will be added to the total amount due;
 - 6.1.2 exclusive of any applicable bank charges, which may be added to the total amount due, and
 - 6.1.3 exclusive of delivery charges, which will be added to the total amount due.
- 6.2 Eligible bodies such as registered charities may be subject to VAT exemption on Goods. A written VAT exemption declaration must be submitted at the time of ordering to qualify for VAT exemption.
- 6.3 Payment for all Goods and other sums which become payable under clause 6.1 must be made in advance by credit or debit card (UK only).

- 6.4 In some cases, we may offer third party payment services, such as PayPal, Apple Pay, Google Pay or Amazon Pay. If you select one of these payment methods, please be aware that in doing so you are authorising us to request funds from the provider immediately, and you will be subject to additional obligations from the third party payment provider, and may also need to contact them if you seek to cancel your Order.
- 6.5 Without limiting any other remedies or rights that we may have, if you do not pay us in full as required under clause 6.3, we may cancel or suspend any Order until you have paid the outstanding amounts.

7. DELIVERY

- 7.1 All prices exclude delivery charges as described in clause 6.1.3 above. Delivery charges will be applied at checkout. These charges are subject to change at any time prior to submission of the Order.
- 7.2 Dates for delivery of the Goods are estimates only and are subject to our availability schedule. We shall make every reasonable effort to meet any delivery date(s) acknowledged but shall not be liable for failure to meet such date(s).
- 7.3 We will deliver the Goods to the designated address in the Order, or such other address as we both agree, which will be confirmed on the Order confirmation. You should ensure that you or a representative is physically present at the time of delivery. We will presume that any person at any address you specify has the authority to receive the Order on your behalf.
- 7.4 If we are unable to deliver the whole of the Order at one time due to, for example, operational reasons or shortage of stock, we may deliver the Order in instalments, subject to your agreement. There will be no additional delivery cost for this. Where NFF delivers the Order in instalments, the original contract will be deemed varied and divided into separate contracts for each instalment. If however you ask us to deliver the Order in instalments, we may charge you extra delivery costs.
- 7.5 Deliveries will be made by us or an appointed third party to the delivery premises. Where you request delivery to be made to a location within the delivery premises, you must advise us accordingly at the time of placing the Order for which there may be an additional charge. We do not guarantee that we will be able to accommodate your delivery request.

8. ORDER AMENDMENTS

- 8.1 NFF may, at its sole discretion, accept or reject any requests for amendments to Orders prior to despatch.

9. CANCELLATION AND RETURNS

Cancellations

- 9.1 If you are a Consumer, you have a legal right to cancel the Order and request the return of the Goods under the Consumer Contracts Regulations 2013 up to fourteen (14) days after the day on which you receive the Goods. This means that, during the relevant period, if you decide that you do not want to receive or keep the Goods, you can notify us of your decision to cancel the Order (our details can be found on the 'contact us' section on the Site) and receive a refund for the price you have paid for the Goods provided that:

- 9.1.1 you let us know that you wish to return the Goods within 14 days of delivery;
 - 9.1.2 the Goods (including any manuals, booklets or accessories supplied with the Goods) are in their original form and must be unopened and unused (note that any plastic protective packaging must remain unopened and intact, failing which, the Goods will be regarded as used);
 - 9.1.3 unless we agree otherwise, you arrange for or pay the costs for return of the Goods to us;
 - 9.1.4 if you cancel your Orders within the 14 day cancellation period we will refund the cost of Goods, excluding delivery charges, unless we have agreed otherwise;
 - 9.1.5 you must send the Goods back by following the instructions given to you no later than fourteen (14) days from the day on which you communicated your cancellation to us.
- 9.2 The above cancellation right does not apply in the case of non-returnable Goods as set out in clause 9.4 below, nor does it apply to Business Customers.
- 9.3 If we agree to refund monies to you, we will usually refund you by the method of payment you used.

Non-returnable Goods

- 9.4 Returns of the Goods will not be accepted in the following circumstances:
- 9.4.1 Goods with faults that were made known to you before the time of your Order;
 - 9.4.2 Goods that you have damaged by seeking to repair them yourself or have them repaired without our agreement;
 - 9.4.3 Goods that are bespoke or personalised;
 - 9.4.4 Goods that are perishable;
 - 9.4.5 Goods that are substantially made up of materials that can be photocopied or reproduced such as pamphlets, books, manuals or any unwrapped booklets or cards.

Damage in transit

- 9.5 We will accept responsibility for damage, storage or loss in transit only if:
- 9.5.1 you report the damage or loss within fourteen (14) days of receipt of the Goods. Failure to notify us within fourteen (14) days of receipt will invalidate any claim with regard to the Goods;
 - 9.5.2 such loss or damage is noted on the consignment note or delivery document upon receipt;
 - 9.5.3 the packaging of the damaged item is retained for inspection; and
 - 9.5.4 the Goods are handled by you in accordance with our, or the carrier's, conditions of carriage or handling stipulations.

Note this clause 9.5 does not affect the point risk transfers from us to you in accordance with clause 5.2 above.

- 9.6 Where we accept responsibility under clause 9.5, we shall at our option replace, repair or refund any Goods proved to our satisfaction to have been lost or damaged in transit.

Warranty returns

- 9.7 Warranty returns can be made under the warranty return provision in clause 10.

10. WARRANTIES

- 10.1 Subject to acceptance of your Order for the Goods, completion of delivery and the transfer of title in the Goods to you, NFF warrants the Goods to:
 - 10.1.1 be free from material defects in design, material and workmanship;
 - 10.1.2 comply with applicable statutory and regulatory requirements for selling the Goods in the United Kingdom.
- 10.2 If you are a Consumer, we may repair, replace or refund you for any Goods that have a material defect at the point of sale, and up to a period of thirty (30) days from the date of delivery, provided the faulty Goods are returned complete with all component parts. Unless you specifically request a repair, replacement or refund, NFF will suggest the most applicable in the circumstances. However, this warranty does not apply in the circumstances described in clause 10.4.
- 10.3 If you are a Business Customer, you must notify us of the fault and your desire to return the product as soon as possible, and in any event within fourteen (14) days of delivery (including by instalments). However, this warranty does not apply in the circumstances described in clause 10.4.
- 10.4 The warranty in clauses 10.2 and 10.3 does not apply to any defect in the Goods arising from:
 - 10.4.1 fair wear and tear;
 - 10.4.2 you, or any third party, not taking sufficient care, wilful damage or accident;
 - 10.4.3 improper use or installation;
 - 10.4.4 use of the Goods outside the specifications, or specific application, detailed in any NFF documentation (including on any website, etc.) relating to the Goods; or
 - 10.4.5 where the Goods have been repaired or modified by persons not authorised by NFF, or
 - 10.4.6 any of the instances listed in clauses 9.4.1 and 9.4.2.
- 10.5 The Goods have been manufactured or developed by us or third parties to standard specifications. You accept that we are acting only as a supplier and that it is your responsibility to verify that the Goods will be suitable for your own requirements.
- 10.6 Without prejudice to your statutory rights, and except as set out in these Conditions, all warranties, conditions, guarantees or representations as to description, merchantability or fitness for a particular purpose, or other warranties, conditions, guarantees or representations, whether express, implied by statute or otherwise, oral or in writing, are expressly excluded.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 NFF (and/or its licensors) shall retain all rights, title and interest in any intellectual property rights in the Goods supplied to you under the Order or created in the course of providing the Goods.

12. DATA PROTECTION

- 12.1 We will only collect and process your personal data when we have a legal basis for processing the same, in accordance with the relevant data protection legislation.
- 12.2 Our Privacy and Cookie Policy sets out how we collect, share and use your personal data. It also contains information about how you can exercise your data protection rights and contact us should you have any questions.

13. MISCELLANEOUS

- 13.1 We reserve the right to amend these Conditions from time to time without notice by updating the same on the Site.
- 13.2 NFF will not be liable to you or any other third party for any delay in or failure in performance, including any direct or indirect consequences of such failures or delays, to the extent that they are reasonable and justified in the circumstances and are permitted by law. We will also consider our obligations under these Conditions suspended where and to the extent that suspension is necessary in light of such circumstances which include (but are not limited to) earthquakes, storms, floods, other natural disasters, fires, explosions, epidemics, pandemics, quarantine restrictions, wars or armed conflict, acts of terrorism, riots, other civil unrest or disturbance, actions of government entities or other civil or military authorities, embargoes or sanctions, strikes, lockouts, other labour disputes, industry-wide supply shortages, delays of common carriers, acts of God or any other circumstances beyond our reasonable control.
- 13.3 Failure by NFF to exercise or delay in exercising any of these Conditions shall not constitute or be deemed to be a waiver of NFF's rights hereunder nor prejudice our rights to take subsequent action.
- 13.4 Any notice required to be given under these Conditions shall be in writing and shall be sent to either the physical address or the email address of the customer set out in the Order (for notices to be sent to you) or the email address of NFF published on the Site and to info@nofussfun.co.uk (for notices sent to us). Notice/s sent to NFF will only be valid if they are also sent to: info@nofussfun.co.uk.
- 13.5 Nothing in these Conditions shall make either party the agent or partner of the other or give either party the power to bind the other.
- 13.6 Nothing in these Conditions shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 13.7 You agree to maintain in confidence and not disclose, reproduce or copy any materials, documentation or specifications which are provided to you hereunder. You shall be responsible for ensuring that your employees, agents, sub-contractors and any other party performing your obligations or exercising your rights under or in connection with these Conditions and/or any other agreement that you may have with us are bound by the same obligations and that such obligations enure beyond any termination of employment with you.

14. ADDITIONAL TERMS FOR CONSUMERS

In addition to clauses 1 – 13 and 16, 17, 18, if you are a Consumer, the following terms apply:

Prohibition on Resale

- 14.1 Unless express written consent is provided, we do not permit the resale of our Goods in any market, and reserve the right to terminate any outstanding Order immediately (including after issuing an order confirmation) and/or refuse any future Orders without providing any reason or notification if we are concerned that you are purchasing goods to re-sell them. Please note that you are not a consumer if you are purchasing the Goods for the purpose of trading with them.

Limitation of Liability

- 14.2 If we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Conditions or our negligence up to an amount not exceeding the price paid by you for the Goods. NFF is not under any circumstances 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 the contract relating to the relevant Order.
- 14.3 Where digital content supplied by NFF is proven to have caused damage to your device or other digital content, NFF may choose to either repair the device or digital content, or offer you compensation. Any compensation shall: (a) not exceed the price paid by you for the Goods; and (b) only be payable where the damage would not have occurred if NFF had exercised reasonable care and skill.
- 14.4 Where you are a Consumer, we only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14.5 We do not in any way exclude or limit our liability for:
- 14.5.1 death or personal injury caused by our negligence;
 - 14.5.2 fraud or fraudulent misrepresentation;
 - 14.5.3 any breach of the terms of sections 9 – 17 of the CRA;
 - 14.5.4 any breach of the terms of sections 34 – 37 and section 41 of the CRA (relating to digital content) where the Consumer has purchased the digital content. Where NFF has provided the digital content free of charge, sections 34 – 37 and section 41 of the CRA are expressly excluded; and
 - 14.5.5 any breach of the terms of sections 49 - 52 of the CRA.
- 14.6 We will notify you if we need to assign the agreement for your Order to any other entity, and will ensure that this does not affect your rights or protection under these Conditions.

15. ADDITIONAL TERMS FOR BUSINESSES

In addition to clauses 1 – 13 and 16, 17, 18 if you are a Business, the following terms apply:

Prohibition on Resale

- 15.1 Unless express written consent is provided, we do not permit the resale of our Goods in any market, and reserve the right to terminate any outstanding Order immediately (including after issuing an order confirmation) and/or refuse any future Orders without providing any reason or notification if we are concerned that you are purchasing goods to re-sell them.

Limitation of Liability

- 15.2 Nothing in the Order excludes our liability for:
- 15.2.1 death or personal injury caused by our negligence;
 - 15.2.2 fraud or fraudulent misrepresentation;
 - 15.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 15.2.4 defective products under Part I of the CRA; or
 - 15.2.5 for any other matter in respect of which law prescribes that liability may not be excluded or limited.

- 15.3 We shall not in any circumstances be liable, whether in contract, tort (including for negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) or otherwise for:
- 15.3.1 loss of profits; or
 - 15.3.2 loss of business; or
 - 15.3.3 depletion of goodwill or similar losses; or
 - 15.3.4 loss of anticipated savings; or
 - 15.3.5 loss of goods; or
 - 15.3.6 loss of use; or
 - 15.3.7 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 15.4 Subject to clause 15.2, our total liability to you in respect of all losses arising under or in connection with the Order, whether in contract, tort (including negligence), breach of statutory duty, including damage to tangible property, shall in no circumstances exceed the price paid by you for the Goods.
- 15.5 You agree that we will not be liable for any loss arising out of the provision of Goods or services by any company, organisation or person other than NFF or for any loss caused by your failure to perform your obligations in relation to the Order.
- 15.6 You agree that we can transfer all or any of our rights and obligations under these Conditions to another organisation, but this will not affect your rights under these Conditions.

Authority

- 15.7 You warrant that you have the necessary authority to bind any business (including any school/nursery/after school club) on whose behalf you Order any Goods.

16. ENTIRE AGREEMENT

- 16.1 These Conditions, together with any contract documents NFF provides you, constitute the entire agreement and understanding between the parties relating to the subject matter. These Conditions supersede and cancel all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into any Order it has not relied on (or has been induced to enter into any Order by) any statement, representation, warranty or understanding made prior to these Conditions. Nothing in this clause excludes any liability for fraudulent misrepresentation.

17. SEVERABILITY

- 17.1 If any term (or part thereof) of these Conditions is/are found to be unlawful, void or unenforceable for any reason, that term (or part thereof) shall be deemed severable from these Conditions and shall not affect the validity and enforceability of the remaining terms.

18. GOVERNING LAW AND JURISDICTION

- 18.1 These Conditions shall be governed by and construed in all respects in accordance with the laws of England and Wales.