



## TERMS & CONDITIONS OF SALE

### The Woodland Ministry of Outdoor Education (MOE)

#### OUR MOE PRODUCTS:

The images and photos of the products in our brochure, our visualisation application and/or on our website are for illustrative purposes only. Although we have made every effort to display the colours/textures and features accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images/photos.

#### PRODUCT GUARANTEE:

Each product has a 12 month warranty unless otherwise specified. The warranty will be voided for improper use of equipment, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice.

#### PURCHASE TERMS:

The price shall be the invoiced price plus VAT, which shall be due at the prevailing rate on the date of the Seller's invoice.

Payment of the invoice shall be made by you, the Buyer, to the terms provided in writing by us, the Seller. The Seller being The Woodland Ministry of Outdoor Education Ltd or any associated, group or linked company to the seller.

Payment for products and services must be made in full upon order unless an account is held with us.

An administration charge of £2.50 per cheque will be added to invoices if this is the chosen method of payment.

Interest on overdue invoices shall accrue from the date when payment becomes due on a daily basis until the date of payment at a rate of 2.5% above the Bank of England base rate per month compounded. Any legal fees that may be incurred to reclaim debts will be added to the overdue invoice value.

Any invoice discrepancies must be advised by the Buyer to the Seller within 7 days from date of the invoice. Payment for goods cannot be withheld due to invoice discrepancies.

The goods shall be at the Buyer's risk as from delivery.





### OUR RIGHTS TO MAKE CHANGES:

We may change any of the product(s) you have ordered:

To reflect changes in relevant laws and regulatory requirements; and/or

To implement minor technical adjustments and improvements. These changes will not affect your use of such product(s).

If for any reason we (the Seller) are required to make more significant changes than those set out above to any of the product(s) you (the Buyer) have ordered, which will affect your use of such product(s), we will notify you and you may then contact us to end the contract before the changes take effect and receive a full refund for any product(s) you have paid for but not received.

### DELIVERY:

Due to the nature of handmade items, orders can take 8 weeks during busy periods. Items are stocked at different locations, this means they may not come together or be a short delay in getting the product to you depending on your location.

We will ensure safe delivery of the products to the roadside of the address provided by the Buyer.

We (the Seller) or assigned delivery courier 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 Acknowledgment. You should ensure that you are, or a trusted 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.

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).

The Buyer is required to inform us in writing if there is any access problems or height restrictions, the buyer accepts responsibility for costs if we are not advised of the above and costs are incurred.

The Goods must be examined and signed for at the time of delivery. By signing for the Goods, the Buyer intimates to the Seller that the Goods are undamaged and there are no shortages. No claims by the Buyer in respect of damage to, shortage or loss of some or all of the Goods in transit prior to delivery shall be made by the Buyer or accepted by the Seller once the Goods have been signed for.





When items are not delivered via courier and do not require a signature, we require notification within 2 days of delivery of any damage or shortage.

This ensures that the Seller can make a prompt claim against the delivery company and correct the problem by issuing a new product to the Buyer. Please ensure that you quote your order number in all correspondence.

The Buyer agrees that proof of delivery supplied by our delivery company is sufficient evidence to establish that goods have been received.

Where the Buyer rejects any goods, then the Buyer shall have no further rights over such Goods or against the failure of the Seller to supply the Goods that conform to the original contract of sale.

Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods.

The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

#### **STOCK SHORTAGES OR DELIVERY DELAYS:**

If any item ordered is not in stock or has a long lead time, then the Seller will advise the Buyer accordingly and the Buyer will have the option to cancel their order. For this purpose, a long lead time is deemed to be in excess of ten weeks. If the Buyer does not request to cancel their order, then the Buyer is deemed to be agreeable to the long lead time and no refund will be provided for these orders.

#### **YOUR RIGHTS TO MAKE CHANGES:**

If you wish to make a change to the product(s) you have ordered, please contact us immediately. We will let you know if the change is possible. Please note that all our products are made to order and are handcrafted in our workshop. We allow 48 hours to make changes, otherwise we assume the buyer is happy with the product purchased and our products are placed into production within our workshop.

If it is possible, we will let you know about any changes to the price of the product(s), the timing of their 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.

#### **YOUR LEGAL RIGHTS:**

We are under a legal duty to supply goods and services to you that are in conformity with the contract. Nothing in these terms will affect your legal rights in relation to any non-conformity.





### **YOUR OBLIGATIONS IN RESPECT OF REJECTED PRODUCTS:**

If you wish to exercise your legal rights to reject any product(s) you must allow us to collect the rejected product(s) from you.

### **OUR RIGHTS TO END THE CONTRACT:**

We (the Seller) may end the contract at any time by writing to you (the Buyer) if:

The Buyer does not make any payment to the Seller when it is due and the Buyer still do not make payment within 14 days of us reminding you that payment is due;

You (the Buyer) do not, within a reasonable time of us (the Seller) asking for it, provide us with information that is necessary for us to provide the product(s) you have ordered;

You (The Buyer) do not, within a reasonable time, allow us (the Seller) to deliver the product(s) ordered to you; or

You (The Buyer) do not, within a reasonable time, allow us (the Seller) access to your property to supply any services.

We (The Seller) may write to you (The Buyer) to let you know that we are going to stop providing any product you have ordered. We will either supply an alternative product or refund in full any sums you have paid in advance for the product which will not be provided.

If the contract ends for any reason, all terms of the contract shall cease to have effect, except that any term that can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect.

The contract ending for any reason shall not affect any accrued rights of you or us.

### **RETURNS AND CANCELLATIONS:**

The buyer has 48 hours to cancel an order.

Returns must be wrapped in the original wrapping or wrapping that gives equal protection. Unfortunately, we do not offer free returns and it will be at the cost of the buyer to return the item. We must be notified within two (2) days after delivery that you wish to return the item, returns will not be accepted after this point.





You are responsible for the cost and risk of loss or damage when returning the goods. This cancellation policy does not affect your rights when we are at fault - for example, if goods are faulty or mis-described.

Please note that refunds may take up to 14 days to process once products have been returned to Seller.

We may change our terms and conditions at any time and the terms in place at the time of order may change in the future.

None of these terms affect your statutory legal rights. If any term is held to be invalid under any applicable statute or rule of law, that term is automatically omitted from the terms to minimum extent necessary to comply with the law and without affecting the validity or enforceability of the remainder. The Seller operates under the laws applicable to England & Wales at the order date.

#### **IMPORTANT INFORMATION:**

By placing an order for products or signing up for a service the Buyer confirms and accepts that the work, services and products set out above provided/supplied by the Seller have been completed in full and in accordance with the specification and other terms agreed.

The Seller will address any problems encountered in relation to faulty operations, installation or defective workmanship of the products or services, provided that the same are brought to the Seller's attention within 48 hours of the date of receipt. The Seller does not exclude or limit liability where it would be unlawful to do so; all other warranties, conditions or other terms, whether express or implied are expressly excluded.

We are able to offer replacements for any damaged parts or goods provided that the goods are proved defective to the satisfaction of the Seller but no claims for any expenditure upon such goods, loss of profits or for any other consequential loss or damage whatsoever will be accepted by the Seller and any liability in respect is expressly excluded.

#### **HOW WE MAY USE YOUR PERSONAL INFORMATION:**

We (the Seller) will use the personal information you (the Buyer) provide to us:

To supply the product(s) you have ordered to you;

To process your payment for the product(s) ordered; and

Learning & Play Equipment | Educational Resources | Training  
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The Woodland Ministry of Outdoor Education Ltd. Registered in England. Company No. 09185181  
Registered Office: 7 Nelson Street, Southend-On-Sea, Essex, SS1 1EH





To inform you about similar products that we provide. You may stop receiving these communications at any time by contacting us, for full details of how to do this see our privacy policy.

We may pass your details onto an independent third party if required for dispute resolution.

*Details of our privacy policy, which sets out how we handle your personal information, may be found on our website: [www.moeducation.co.uk](http://www.moeducation.co.uk)*

**Payment terms:** Full payment is required upon order. Customers that require payment after delivery is required to open an account on 30 days payment terms. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2.5% above the Bank of England base rate per month compounded. Any legal fees that may be incurred to reclaim debts will be added to the overdue invoice value.

The buyer shall not withhold any payment outside the agreed payment dates without prior agreed permission, to do so will incur a charge of 2.5% per month and the credit account will be closed.

An administration charge of £2.50 per cheque will be added to invoices if this is the chosen method of payment.

**Quotes:** quotes are for valid for 30 days unless prior agreement.

#### **Terms, Conditions and other details:**

**Purchase Orders:** We require customers to have an account with us for purchase orders, please contact us directly to request an account. We require payment within 30 days, late payments will incur a charge without prior consent. (adjust for nursery, last set of ACs and a personal guarantee.)

**Liability, and Consequential Damage:** The Seller shall not be liable for any special, indirect, incidental, consequential or exemplary loss or damage, including loss of profit, business, contracts or goodwill or increased costs of working, whether notice of the likelihood of such damage is given to the Seller and whether arising, without limitation, through breach of contract, negligence, strict liability in delict, tort, warranty, or statutory duty, howsoever arising, which the Buyer may sustain in connection with the Goods supplied or to be supplied under the Contract.

**Buyer Responsibility for Suitability of Goods:** The Buyer agrees that the Buyer has satisfied itself as to the suitability of the Goods for the purpose or purposes for which the Buyer requires them.

8.10 Liability for Personal Injury: Nothing in these Conditions shall limit or exclude the Seller's liability for (i) personal injury or death resulting from any negligence of the Seller or its employees, or (ii)





which may be established as resulting from a proven defect in the Goods, or (iii) any other liability which by law the Seller cannot limit or exclude.

8.11 Exclusion of Regulatory Misuse by Buyer: The Seller shall not be liable or responsible for a failure by the Buyer to abide by any administrative, licensing or other regulatory requirements for use or sale of the Goods in the country in which Goods are destined for such use or sale.

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