



# TERMS AND CONDITIONS

## 1. Definitions

<b>"Play is Work"</b>	<b>: Play is Work Limited</b>
<b>"The Buyer"</b>	: The person intending to purchase goods
<b>"The Written Acceptance"</b>	: A letter or other form of acceptance in
<b>"The Price"</b>	: The Price at which Play is Work agrees to sell
<b>"The Buyer's Address"</b>	: The address set out in the Buyers offer
<b>"The Delivery Address"</b>	: Either the Buyer's address or other provided
<b>"The Delivery Date"</b>	: Acceptance as the date for Delivery of

## 2. Standard Conditions of Sale

2.1 - These conditions shall apply to all contracts for the sale of goods by Play is Work to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document, save for such variation as shall comply with the provision of Clause 2.3 below.

2.2 - All orders for goods shall be deemed to be an offer by the Buyer to purchase goods pursuant of these conditions and shall be deemed to be evidence of the Buyers acceptance of these conditions.

2.3 - Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless confirmed in writing by Play is Work.

2.4 - Contracts shall be binding only when accepted in writing by Play is Work. Only specifications mentioned in the Written Acceptance or set out in some other document specifically referred to in the Written Acceptance shall be binding upon Play is Work.

2.5 - The Buyer is not entitled to resell the goods to wholesale traders without prior written consent from Play is Work.

## 3. Status of Antecedent Negotiations and Representations

3.1 - No brochure, advertising material or other representations given prior to the Written Acceptance shall be binding on Play is Work.

3.2 - All such things referred to in 3.1 shall be for information only and shall not constitute any offer or acceptance or any other such matter as may create a binding contract.

3.3 - Whilst Play is Work and its personnel make every reasonable effort to ensure that all such things referred to in 3.1 are accurate they are not to be relied upon as representations unless confirmed in writing by Play is Work.

## 4. The Price and Payment

4.1 - The Price shall be the price quoted in the Written Acceptance or in any document specifically referred to in the Written Acceptance. The Price shall be exclusive of VAT which shall be due in addition where applicable at the appropriate rate.

4.2 - Payment of 40% of the Price and VAT shall be due within 7 days of the date of Written Acceptance and the balance upon receipt of the pro-forma invoice, and Play is Work shall not be liable to deliver the goods before such payment has been made. Time for payment shall be of essence.

4.3 - Payment shall be made to Play is Work's bank account in England and shall be net of all charges, costs or payments including bank transfer fees and commissions. Payment shall only be deemed to be made when any such payment has been cleared and is unconditionally available to Play is Work Limited.

4.4 - If for any reason Play is Work supplies goods or services in parts, Play is Work shall be entitled to invoice those parts on delivery and thereafter if payment of any invoice outstanding or impose such further conditions as to payment as it sees fit and in such case the Buyer shall not be entitled to any compensation, damages for loss or other payment.

4.5 - The Buyer may not withhold or reduce payment of any invoice or other amount due to Play is Work by reason of any right of set off or counterclaim which the Buyer may have or purport to have for any other reason.

4.6 - Interest on overdue invoices shall accrue from the date when payment becomes due until the date of payment at a rate of 4% per month above Play is Work's nominated bank's base rate from time to time in force and shall accrue at such rate after as well as before any Judgement.

4.7 - Prices shall include all normal packaging but shall not include carriage, insurance and freight charges as Play is Work does not cover carriage, insurance and freight charges or any import duties. If any extra charges are to be agreed upon in writing by Play is Work they will be added to the invoice and paid by the Buyer. Play is Work does not cover any carriage, insurance, freight and or import duties.

4.8 - Any default notice as to the specifications on the invoice must be made in writing within 8 days from the receipt of the invoice.

## 5. Description

5.1 - The quantity and description of the goods shall be set out in the Written Acceptance.

## 6. Warranties and Liabilities

6.1 - The goods shall be manufactured and supplied in accordance with the description contained in the Written Acceptance.

6.2 - Play is Work may from time to time make changes in the specification of the goods which do not materially affect the quality for fitness or purpose of the goods.

6.3 - The Buyer shall not be entitled to complain about any deviation in the goods which are customary in the trade or are of minor nature.

6.4 - The Buyer must examine the goods immediately upon delivery of the goods and any defects which are reasonably capable of discovery on delivery must be reported in writing to Play is Work without undue delay and in any case within 4 days of delivery. Where the Buyer has reason to believe that a defect may give reason to a product liability claim, the Buyer must immediately notify Play is Work. Outside these time limits the goods shall be deemed to have been accepted and may not thereafter be rejected nor shall Play is Work be liable in any way either in contract or tort (save such liability as may be reason of statute not be avoided) in respect of such goods.

6.5 - Discrepancies as to size, material, weight or colour deviations are not considered as defects. Pursuant to this contract and set out in the Written Acceptance writing from Play is Work accepting an order for the purchase of goods from the Buyer for The Price. The goods pursuant to the Written Acceptance as the correspondence address for the Buyer and address nominated by the buyer for delivery of the goods.

6.6 - Any default notice as to the specifications on the invoice must be made in writing within 8 days from the receipt of the invoice.

6.7 - The Buyer shall not be entitled to reject any goods or terminate the contract unless Play is Work shall have been notified pursuant to the clause 6.4, been given an opportunity to repair or replace any defective goods and shall have failed or declined to repair or replace such goods within a reasonable time of such notification.

6.8 - If the Buyer properly rejects any of the goods which are not in accordance with the contract, the Buyer shall nonetheless pay the full price of such goods unless the Buyer promptly returns the goods to Play is Work at the Buyer's cost upon Play is Work's request.

6.9 - In the event of any breach of this contract by Play is Work the remedies of the Buyer shall be limited to damages and any claim against Play is Work whether in contract or in tort shall be limited to the price of the goods, Play is Work shall not in any circumstances be liable for any indirect or consequential loss including any loss of profit save that this clause shall not apply where by reason of any statute liability may not be excluded or so limited.

## 7. Delivery of the Goods

7.1 - Play is Work may deliver the goods by any method at their discretion. The Goods will leave our premises at 12 Leconfield Road, N5 2SN, London, UK, unless other wise specified in writing.

7.2 - Delivery of the goods shall be to the Delivery Address within the Delivery Date window. The Buyer shall make all the arrangements to take delivery of the goods whenever they are tendered for delivery.

7.3 - Time shall not be of the essence for delivery and delivery schedules are approximate only.

7.4 - Play is Work shall not be liable for any loss or damage whatever due to failure by Play is Work to deliver the goods (or any of them) promptly or at all.

7.5 - Notwithstanding that Play is Work may have delayed or failed to deliver the goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the delivered goods in

full, subject to any right of the Buyer to cancel the contract under these terms and conditions.

7.6 - Play is Work may deliver the goods by separate instalments. Each separate instalment may be invoiced and paid for in accordance with the provisions of these terms and conditions.

7.7 - If Play is Work shall fail to deliver goods within three months of the Delivery Date then upon notice being given by either party, the contract shall be regarded as terminated insofar as it has not been performed and there shall be no liability for non-delivery or for payment of goods or services which have not been supplied by the buyer will be obliged to pay for goods and services which have been supplied and (if necessary) the Price will be apportioned pro-rata.

7.8 - If at any time the Buyer should go into liquidation or any receiver be appointed over all or part of its assets or if the Buyer shall enter into an Arrangement with its creditors or if Play is Work shall believe that the Buyer will be unable to meet its obligations for payment under the terms of this contract, or if at any time there should be any payment overdue from the Buyer to Play is Work either in connection with this contract otherwise or if Play is Work shall consider that the Buyer is in breach of any terms of this contract or any other contract between Play is Work and the Buyer (notwithstanding that such breach shall subsequently be found not to have occurred) then Play is Work may in its discretion give notice to the Buyer of such matters and thereafter Play is Work shall not be obliged to deliver any goods until any such matters as set out in the notice or any such further intervening matter under this clause as Play is Work shall specify in any subsequent notice has been resolved to Play is Work's satisfaction and the Delivery Date shall be postponed accordingly or alternatively Play is Work may give notice to the Buyer of such matters and terminate the contract.

## 8. Return of the Goods

8.1 - Play is Work does not accept returned goods.

## 9. Risk

9.1 - Risk shall pass on delivery of the goods to the carrier whether the carrier is engaged by Play is Work or the Buyer and the Buyer will insure the goods thereafter.

## 10. Retention of Title

10.1 - In spite of delivery having been made property if the goods shall not pass from Play is Work until the Buyer pays The Price plus VAT in full.

10.2 - Until property in the goods passes to the Buyer in accordance with the previous clause, the Buyer shall hold the goods and each of them on a fiduciary basis as bailees for Play is Work. The Buyer shall (at no cost to Play is Work ) mark the goods in such a way that they are clearly identified as Play is Work's goods.

10.3 - Until property shall pass the Buyer shall insure and keep insured the goods at the full price against all risks to the reasonable satisfaction of Play is Work and shall whenever requested Play is Work produce a copy of the insurance. Without prejudice to the other rights of Play is Work if the Buyer fails to maintain insurance or produce a copy of the insurance when requested to do so, all sums whatever outstanding by the Buyer to Play is Work shall forthwith become due and payable.

10.4 - The Buyer further gives Play is Work full right and a licence to enter upon the Buyer's premises or the premises at which any good belonging to Play is Work may be found for the purposes of inspecting and / or removing those goods.

10.5 - The Buyer shall not obscure, remove, relocate or modify the packaging, trademarks, logos, designs or any other notices, in or displayed by the goods intended by Play is Work or the manufacturer to indicate ownership of any intellectual property in the goods.

10.6 - If there shall be any breach of contract on behalf of the Buyer and in particular any default in payment or if any of the events set out in paragraph 7.8 shall not occur then Play is Work shall have the right to take any goods belonging to it into its custody at the Buyer's expense. The taking of such goods into Play is Work's custody shall not constitute a cancellation of this or any other contract.

## 11. Jurisdiction and Application of Law

11.1 - The Contract is subject to the Law of England and Wales

11.2 - The parties submit to the exclusive jurisdiction of the Courts of England and Wales and the Buyer irrevocably agrees that proceedings out of the said Courts may without prejudice to the rules of service of such Courts be served on it by delivering or posing by first class prepaid post such proceedings in an envelope addressed to the Buyer at the Buyer's Address.

## 12. Miscellaneous

12.1 - All headings are for ease of reference only and shall not affect the construction of this contract.

12.2 - Any provisions of this contracts which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed to be severable and shall not affect any other provision of this contract

12.3 - No waiver or forbearance by Play is Work (whether expressed or implied) enforcing any of its rights under this contract shall prejudice its right to do so in the future.

12.4 - Play is Work may licence or sub-contract all or any part of its rights and obligations under this contract without the Buyer's consent.

12.5 - Play is Work shall not be responsible for any delay in performance or failure to perform due to causes beyond its reasonable control ("Force Majeure").

12.6 - No internet sale is permitted without Play is Work's prior written agreement.

12.7 - Orders cannot be cancelled.

## COMPLAINTS AND RETURN POLICY

If you are not satisfied with your order, then please call us at +44 (0)20 7682 2913 or email us at sales@play-is-work.com, so we can work out an appropriate solution. If an agent is assigned, all communication must go through the agent. Agents must send one email per client, stating order ID and customer name in the subject.

### Following policies apply regarding complaints and returns:

1. You have the right to make a complaint or request a return within 14 days after delivery. Please follow terms in Section 6. Any returns must be pre-authorized by us via phone or e-mail, or you may risk not receiving a refund or exchange.

2. If you have been given authorisation to return or exchange an item, you will have been issued an RTV number and approval form that must be included in the box. This is to inform our stock room. The item/s must be unused, with labels and packaging intact. Please remember to email us the tracking no. Please note that you solely bear the costs and responsibility for the return shipment. If the return is due to defect, damage or a faulty delivery, we will arrange pick-up and cover all shipment costs.

3. One hangtag has been added to the item – it includes the logo, style and the price. The only item that you may modify is the price and this is in accordance with our written agreement and acceptance of your amended price. If this hangtag has been used for pricing, you must remove the tag before returning the item in order for us to resell the item. Any hangtags added after delivery must also be removed. If the original hangtag on the returned item has in any way been modified (e.g. sticker, text, etc.), we will reserve the right to reject the item.

4. If there are any differences in quantities between the actual delivery and the packing list/invoice following the goods, it must be declared within 48 hours after delivery for insurance purposes.

5. Any damage or defect occurred during transport must be declared within 24 hours of delivery for insurance purposes. The buyer bears all costs and risks from when the order has left our stock room. However, we kindly advise you to e-mail us a picture of the damaged article or package, and we will proceed in resolving the incident.

6. If you would like an exchange, please make sure the new item is reserved for you. This is to avoid the item going out of stock before we register the exchange.

## PAYMENT

When paying by bank transfer, please state the invoice no. in order for us to register your payment correctly. Please refer to terms 4.6 for rate of interest on late payments.



TOTAL UNITS ORDERED	
TOTAL VALUE ORDERED at TRADE COST PRICE	
DATE	
PRINT	
SIGN	

ORDERS will be invoiced on a Pro Forma basis subject to our Terms and Conditions.

DELIVERY DETAILS:

NAME	
ADDRESS	
POSTCODE	
PHONE	

BANK DETAILS:

BANK NAME	
BANK ADDRESS	
ACCOUNT NAME	
SORT CODE	
ACCOUNT NO.	
SWIFT / BIC	
IBAN	

PAYMENT BY BANK TRANSFER PLEASE:

BANK NAME:	National Westminster Bank Plc Direct Business Banking PO Box 4115 Hornchurch Essex RM12 4DF
ACCOUNT NAME:	PLAY IS WORK LIMITED
SORT CODE:	60-24-77
ACCOUNT NUMBER:	18220878
SWIFT/BIC:	NWBK GB 2L
IBAN:	GB93 NWBK 6024 7718 2208 78