



## ***The Learning Tower Company – Terms & Conditions***

- 1. Shipping Policy***
- 2. Refund Policy***
- 3. Supplier Terms***
- 4. Glossary of Terms***
- 5. Supplier Buy In***



## ***Shipping Policy***

### The Overview

Here at The Learning Tower Company, we are committed to making the process of buying the right product simple and transparent. We want our product offering to be easily comparable, so there are no hidden costs on our website... and that means shipping is included in the price that customers see for orders over £100. For smaller accessories on products under £100, there is a flat £20 delivery fee.

For example, the price that our customers see on our website might be £150. However, this might include a product that retails at ~£120 with shipping at ~£30. Whilst our prices may appear to be slightly inflated at first glance, we work to ensure that our product and shipping prices remain as competitive as possible, and we hope that you'll gain value from being able to compare 'apples for apples'.

### How it works

The Learning Tower Company work with suppliers who produce products throughout the UK, Europe and further afield to bring our customers the best variety of products in the category. However, we do not hold stock of product, so all product is shipped from our suppliers' premises directly to the customer.

### The details

The supplier is responsible for the following with regards to shipping: packaging, postage / courier / freight costs, customs declarations, and insurance to customer address.

The freight provider will provide customs clearance services. LTC will pay for customs duty and import VAT if applicable.

### What happens if something goes wrong?

If the product is not received by the customer, the supplier must follow up with their shipping company to investigate. If the product cannot be located, then the supplier must dispatch a replacement product to the customer and follow up with the shipping company as required, claiming on shipping insurance for the missing product if applicable.

If the product is received damaged by the customer and evidence of damage can be provided, then the supplier/partner must issue a replacement product free of charge. The supplier can decide to pay for return shipping of the product or allow the customer to dispose of this. If the cause of damage appears to be due to shipping, the supplier may follow up with the shipping company as required, claiming on shipping insurance if applicable.

If the customer is requested to return the defective item but fails to do so within 30 days, the customer will be charged for the replacement item at full retail price and the supplier will also be paid in turn.

If the customer wishes to return a product in good working order, LTC will arrange for the product to be collected from the customer at customer cost and returned to the supplier.



After the supplier has checked that the product is received in the condition that it was dispatched, the supplier must issue a refund to LTC. When LTC has received the refund for the Product from the supplier, LTC will refund the Product Retail Price to the Customer, but not the outbound shipping costs.



## ***Refund Policy***

### The Overview

We try and offer as much information as possible to make your purchase a simple and transparent process. However, we understand that when buying online the product may not arrive precisely as anticipated, or you may just change your mind! That's why we offer a no quibble refund policy on the cost of the product if you're not 100% happy with your product.

Likewise, if your product arrives damaged, we will issue a replacement product immediately so there is no delay in getting your little one acquainted with their new Learning Tower.

### The details

#### Exchanges and Cancellations

LTC will gladly exchange or cancel customer orders if the request is received before the product is shipped.

If the request is received after the product is shipped, we ask customers to wait until the product is received and to follow our returns process, as outlined below.

We cannot offer exchanges or returns if your product is personalised or bespoke in any way and this process has already begun.

#### Returns

As part of our commitment to transparency, we include shipping costs in the upfront cost that the customer sees. This makes sure our customers can compare total costs upfront and are not surprised with shipping costs at the last minute. However, once the product is dispatched, we are unable to refund any shipping costs that have been committed to. Therefore, if you should wish to cancel/return your product after it has been shipped, we will refund you approximately 80% of the price you have paid (i.e. the cost of the product, but not the cost of shipping).

In order to keep our prices as low as possible, we're afraid that we cannot offer free return shipping, so this cost will also need to be covered by the customer.

We cannot offer exchanges or returns if your product is personalised or bespoke in any way and this process has already begun.

#### Damaged and Defective Products

If you receive your products damaged or defective, LTC will immediately issue a replacement product and will arrange to have the faulty product collected from your address free of charge.

### How it works

#### Exchanges and Cancellations



If the customer cancels their order before the cost of shipping has been committed to, LTC will cancel the PO with the supplier. All monies paid from LTC to the supplier must be returned within 7 days.

### Returns

If the customer wishes to return a product in good working order, customers should contact LTC within 14 days of delivery and dispatch the item to us within 21 days of delivery.

LTC will arrange for the product to be collected from the customer at customer cost and returned to the supplier.

Once returned, the supplier will check that the product is received in the condition that it was dispatched with all parts, packaging, instructions and paperwork intact. The supplier must then issue a refund to LTC.

When LTC has received the refund for the Product from the supplier, LTC will refund the Product Retail Price to the Customer, but not the outbound shipping costs.

If the item is not returned in its original condition, the customer is responsible for any loss in value.

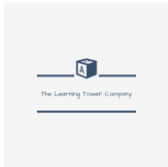
This process should take no more than 30 days from end to end.

### Missing, Damaged and Defective Products

If the product is not received by the customer, the supplier must follow up with their shipping company to investigate. If the product cannot be located, then the supplier must dispatch a replacement product to the customer and follow up with the shipping company as required, claiming on shipping insurance for the missing product if applicable.

If the product is received damaged by the customer and evidence of damage can be provided, then the supplier/partner must issue a replacement product free of charge. The supplier can decide to pay for return shipping of the product or allow the customer to dispose of this. If the cause of damage appears to be due to shipping, the supplier may follow up with the shipping company as required, claiming on shipping insurance if applicable.

If the customer is requested to return the defective item but fails to do so within 30 days, the customer will be charged for the replacement item at full retail price and the supplier will also be paid in turn.



## ***Supplier Terms***

### Delivery

- LTC will advertise shipping and dispatch times in accordance with the information provided on the Product Information section of the Product Upload Form, plus 1 day to allow for transfer of order. For example, if the supplier declare that they will ship within 2 days from receipt of order, LTC will advertise 3 days to allow for transmission of order.
- Upon receipt of a customer order from LTC, the supplier must ship within the time period declared within the Product Upload Form.
- If the supplier fails to ship within the declared period of time and a customer complaint is received, LTC may issue a partial refund up to 10% of the Product Retail Price to the customer as a good will gesture. The cost must be covered by the supplier.
- If the supplier fail to ship within 7 days of their declared ship time, or fail to ship entirely, LTC will cancel the order and will request a refund from the supplier for the original Wholesale Price of the product plus 10% of the Supplier PO Price paid by the customer. This will be offered to the customer as a good will gesture.

### Stock Management

- LTC will assume that suppliers always have products in stock and ready to ship within the declared ship time. If this is not the case, the supplier should inform LTC who will list the product as out of stock on all sales platforms and cease to take orders.
- If LTC transmit an order to the supplier for a product that is out of stock, the supplier should respond immediately with information on when the product will be back in stock. LTC will then manage this issue with the customer and reach a resolution.

### Payment

- LTC will pay the supplier the agreed wholesale price upon transmission of order from LTC to the supplier.
- Any refunds requested by LTC from the customer in accordance with these terms will be invoiced with justification. These refunds must be paid within 7 days via Bank Transfer or PayPal.

### Liability

- LTC are an eCommerce store who market and sell products that are manufactured by third party suppliers. LTC can accept no liability for workmanship, safety and design of the products sold through LTC.
- Any customer complaints or issues of damage, or injury caused by a product will be passed on from the customer, through LTC to the supplier. LTC will help to manage this process but cannot accept any liability for such instances.
- All suppliers should ensure they have public liability insurance to cover themselves the event that the customer experiences injury, loss or damage due to the design or manufacture of the product.



## *Glossary of Terms*

### **Glossary of Terms**

- LTC – The Learning Tower Company
- Customer – the buyer / customer who places an order and payment for a product sold through LTC
- Supplier – any business who lists their product on LTC website for sale to the customer, normally (but not necessarily) the manufacturer of the product
- Product – the item made available for sale through LTC
- Product Upload Form – the survey that the supplier completes with all information on their product. This information is then uploaded by LTC to the LTC website
- Courier / Shipping Company – the third-party provider nominated to deliver the product from the supplier to the customer



## **Supplier Buy In**

*All suppliers must fully agree to all LTC Terms and Conditions Sections 1-3 in order to list products. If this is not possible then a clear deviation must be achieved and documented.*

- *Any issues with the above Terms & Conditions Sections 1-3 should be outlined in detail now, otherwise submission of this form will constitute agreement.*
- *Our standard terms and conditions will be listed on our website. Any deviations to these T&CS will be listed on the individual product page.*