

TERMS AND CONDITIONS – POWER STATION TRAINING

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INTRODUCTION

Power Station Training is a trading name of Dream Climbing Walls Ltd

About Us

Dream Climbing Walls Ltd is a manufacturer of climbing walls, training equipment, holds and retailer of climbing/training equipment and other climbing accessories. Some of our products are manufactured by ourselves and others are sourced from other reputable and quality manufacturers.

Our aim is to provide our customers with a comprehensive range of products, excellent shopping experience, help, advice and value for money (hereinafter "we", "us" or "our" refers to Dream Climbing Walls Ltd).

As a company we have a strong belief that exceptional customer service is a key factor in determining customer loyalty.

REGISTERED COMPANY DETAILS

(NOT FOR RETURNS)

Dream Climbing Walls Ltd
30 Seafeld Place
Aviemore
PH22 1RZ

ADDRESS FOR RETURNS

Dream Climbing Walls Ltd
Units 11-13 Inchcape Place
North Muirton Industrial Estate
Perth
PH1 3DU

Phone 07442 530332

Email: support@powerstationtraining.com

Open Monday - Friday 09:00 to 17:00
Closed Saturday & Sunday

VAT Reg: 104893708
Company Reg: SC 388858

The Terms and Conditions listed below apply to the sale and purchase of goods between you and Dream Climbing Walls Ltd. These Terms and Conditions do not affect your statutory rights as a consumer.

These terms and conditions govern your use of our website and any products purchased therein. Please read these terms in full before you use the website. Use of the website is treated as acceptance of these terms. If you do not accept these terms and conditions, please do not use this website.

These Terms and Conditions can be changed without any prior notification and it remains the responsibility of the customer to be familiar with them prior to placing an order. If we change any of these terms following receipt of your order we will inform you of these changes if they affect you.

USE OF OUR WEBSITE

All website content is ©Copyright Dream Climbing Walls Ltd 2017

The website may be used for your own private purposes and in accordance with these terms and conditions.

You may print and download material from this website provided that you do not modify or reproduce any content without our prior written consent.

VISITOR PROVIDED MATERIAL/INFORMATION

Any material/information that a visitor to this website sends or posts to this website shall be considered non-proprietary and non-confidential. We shall be entitled to copy, disclose, distribute or use for such other purpose as we deem appropriate all material/information provided to us, with the exception of personal information, the use of which is covered under our Privacy Policy.

LINKS TO AND FROM OTHER WEBSITES

Throughout this website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this website you do so at your own risk.

Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:

- you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;
- you do not misrepresent your relationship with this website; and

- the website from which you link to this website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of us or a third party.

By linking to this website in breach of above clause you shall indemnify us for any loss or damage suffered to this website as a result of such linking.

ORDERS AND PRICING

All orders are subject to our approval and product availability. Our acceptance of an order begins when the goods are despatched, Payment will be required during the checkout process and goods will not be despatched until payment has been received in full and you will be charged at the time of checkout process. The prices of products are correct at the time of publication on our website. We reserve the right to change prices on our website without prior notification.

We will always try to ensure that all prices on our website are accurate. Occasionally, errors may occur. If there has been an error in the price of goods that you have ordered we will inform you as soon as possible. On these occasions, you can choose to either cancel your order or reorder it at the correct price. If we are unable to contact you about an incorrect price we will cancel your order. Any payments which have already been made will be refunded. All goods advertised on this site are simply an invitation to the customer to either make further enquiries to us or to make an offer to purchase goods from us. Acceptance of offers to purchase goods only takes place when the relevant goods order(s) are despatched by us and not before.

We consider the sales contract to be concluded on completion of delivery of all items ordered. This does not affect your statutory rights or your right to cancel.

If, for any reason, we have to make alterations to items on the order, for example items are no longer available or customer changes quantity required, then we consider the contract to be concluded when any alterations/refunds/further payment has been processed and remaining items delivered.

ORDER ACKNOWLEDGMENT

When you have submitted an order you will be sent an e-mail confirming your order as soon as possible. If your order is submitted out of normal working hours then this may be the following working day. This is an opportunity to cancel/make changes to the order or correct any errors.

The order confirmation will contain:

- Details of items purchased
- The total cost including any taxes and delivery expenses
- Arrangements for delivery
- Minimum duration of contract and arrangements for terminating
- Procedure and rights for cancellation
- Terms for returning goods
- Contact details for complaints or making changes to/cancelling order.
- Details of any after sales services or guarantees available

If for whatever reason your order has been unsuccessful the e-mail will inform you of this and if possible offer an explanation.

STOCK AVAILABILITY

We will do our utmost to ensure that we or our suppliers have stock of most products in our online shop. However, certain items may only be manufactured to order. The customer will be made aware in the individual item's product description if there may be a delay due to manufacturing required.

There may also be other reasons that we may be unable to fulfil your order immediately. If this is the case we will inform you immediately with details of any delays or issues there may be.

We reserve the right to cancel an order for any reason.

Payment will be required during the checkout process and goods will not be despatched until payment has been received in full.

Any refunds due to alterations required to the order will be processed at the earliest opportunity.

RESPONSIBILITIES OF THE CUSTOMER

It is the responsibility of the customer to ensure that all information given on your order form is complete and accurate. Where information given by the customer is incomplete, misleading or incorrect the customer may be liable for any costs involved in resolving the matter.

PAYMENT CHECKS AND CHARGES

All credit and debit card holders are subject to validation checks and authorisation by the card issuer. If the issuing institution refuses to authorise payment to us we will not despatch the goods and will not be held liable or responsible for any delay or non-delivery of orders.

Below is a statement, that explains the situation with regard to reversal of 'pending transactions' when the card may have been rejected (for example if address details do not match those held by the issuing bank):

"[Bank Card] Issuers perform reversals at their own discretion. The Card Scheme Rules - which govern the Issuing Banks - state that it is not mandatory for Issuers to perform reversals. As a result, some Issuers are not immediately reversing transactions, instead leaving the authorisation code to expire naturally. This means that the available funds on the card are reduced by the amount of the initial authorisation. "

We therefore do not recommend that you continue to submit your card details should your card be rejected. The prices of all goods advertised for sale on our website are inclusive of VAT. Please refer to our Delivery Schedule for details of our delivery charges.

RISK & TITLE (OWNERSHIP)

Ownership of goods will not pass to the customer until we have received payment (in cash or cleared funds) of all sums due us in respect of the goods. Until ownership of the goods has passed to the customer, the customer must:

1. hold the goods in trust on behalf of Dream Climbing Walls Ltd
2. store the goods (at no cost to us)
3. maintain the goods in satisfactory condition.

Risk passes to the customer as soon as they are in physical possession of goods. If the customer arranges their own courier to uplift goods then the risk passes to the customer as soon as goods are uplifted from us by their nominated courier.

RETURNS, GOODS OF UNSATISFACTORY QUALITY AND COMPLAINTS

We ask that you retain the original packaging until you are satisfied with the goods delivered. If you wish to discuss any product purchased from us please do not hesitate to contact us;

For communication purposes.	For returning goods.
Dream Climbing Walls Ltd 30 Seafield Place Aviemore PH22 1RZ	Dream Climbing Walls Ltd Units 11-13 Inchcape Place North Muirton Industrial Estate Perth, PH1 3DU

Tel: 07442 530332 (Monday - Friday 09:00 to 17:00 - Closed Saturday & Sunday)
Email: support@powerstationtraining.com

Resolution of cancellations, returns and faulty items will be carried out in accordance with current regulations. At the time of writing this document those are:
Consumer Rights Act 2015
Consumer Contracts Regulations 2014

If these regulations change we will review this document when we become aware of the changes and at our earliest opportunity. If the regulations change and there are any conditions in this document that no longer meet the current regulations the new conditions shall apply regardless. Your statutory rights are unaffected

THE FIRST 14 DAYS – THE RIGHT TO CANCEL

Customers have a right to cancel a sales contract within the first 14 days for any reason (please see section titled "instructions for cancellation").

THE FIRST 30 DAYS – THE SHORT TERM RIGHT TO REJECT

Within the first 30 days customers have the right to reject goods. The goods we supply must:

- be of a satisfactory quality.
- be fit for a particular purpose.
- match the description, sample or model.

- be installed correctly, where installation has been agreed as part of the contract

If you have any concerns regarding any of the above please get in touch with us before pursuing your right to reject. We would appreciate the chance to discuss any issues you may have.

Problem discovered at the point of delivery - If you discover an item does not meet the criteria listed on the previous page at the time of delivery to you, you should not sign for the item and the courier will return it to us.

Issue discovered later – If you have signed for an item and then later realise that it does not meet the criteria listed on the previous page you should contact us to discuss and request a returns form.

The customer must contact us for a return form and arrange the return of the goods to us using the following address

Dream Climbing Walls Ltd
Units 11-13 Inchcape Place
North Muirton Industrial Estate
Perth, PH1 3DU

The 30 day period is paused at the point where notification of the right to reject is received by us.

Items being returned should be securely packaged, protected and any damage should be clearly described on the return form. This will be used to determine if any additional damage has been caused during the return of items.

Upon receipt of the returned goods we will inspect the goods within a reasonable timescale to determine liability. **Customers should read the following information concerning liability of damage before returning items to us.**

If we determine we have not met one of the criteria listed on the previous page such as damage due to a manufacturing fault or damage occurring from the initial delivery of the items this will be **our liability**.

Damage caused by other means such as, but not limited to, customer mishandling of the items, fair wear and tear, or if the item meets all the criteria on the previous page. This will be **customer liability**.

There is no acceptance of the customer being entitled to a refund until liability is determined.

If the item is determined to be customer liability and the customer still wishes to return the items or the customer has already returned the item, we may make an offer to service, repair or refurbish the item. The customer will be responsible for bearing any associated postal charges incurred in returning the item to us and we reserve the right to charge for any repair or refurbishment work required. Any postal charges required to return the repaired item will also be chargeable to the customer. Any payments due must be settled before the item is returned to the customer.

If the customer chooses not to accept a replacement item then a partial refund may be offered under certain circumstances such as (but not limited to) our ability to re-use or refurbish the item. We reserve the right to claim compensation for loss of profit in

If the item is determined to be our liability we will refund to the customer the delivery cost of sending the item back to us (we will require a copies of the receipts/invoices for the associated delivery costs incurred by the customer). We will then contact the customer to determine what further action needs to be taken. The options will be to 1) repair the returned item, 2) replace the item with a new or refurbished item, 3) offer an equivalent/similar item 4) provide a refund to the customer. The repaired/refurbished/replacement/equivalent item will be returned to the customer at no cost.

On receipt of the returned goods from us, the customer has the remainder of the 30 day period or 7 days whichever is the greater to inspect the returned goods. Within this time the customer can re-enact the right to reject on the returned goods.

BEYOND 30 DAYS AND UP TO 6 MONTHS (THE RIGHT TO REPAIR OR REPLACEMENT)

Within the first 6 months from date of order all of the above terms and conditions as set out for 30 days still apply with the following exceptions.

If the damage is determined to be our liability we will refund to the customer the delivery cost of sending the item back to us (we will require a copies of the receipts/invoices for the associated delivery costs incurred by the customer). At our option we will either 1) repair the returned item, 2) replace the item with a new or refurbished item, 3) offer an equivalent/similar item.

The repaired/refurbished/replacement/equivalent item will be returned to the customer at no delivery charge.

If we cannot repair/refurbish/replace and if an equivalent/similar item is no longer available we will make an offer to the customer with an alternative item or at our discretion offer to refund the item at any value up to the original order value of the goods.

On receipt of the returned goods from us, if the customer is still not satisfied they can either request a partial refund or re-enact a "first 30 day" right to reject on the returned goods.

BEYOND 6 MONTHS

It is the customer's obligation to prove that any defects or otherwise leading to the supplied goods not conforming to the criteria listed on page 4 existed at the time of delivery. If satisfactory evidence can be produced by the customer then we will honour the "right to repair or replacement" as detailed on the previous page.

INCORRECT ITEMS ORDERED

Customers should advise us as soon as possible regarding any incorrect items on an order. This will give us the best possibility of handling the order before any items are despatched and therefore prevent any additional costs being applied.

If a wrong item has been ordered and we have already despatched the order, the item can be returned to us as long as the product is in its original, unopened as-new condition within 14 days for a refund or an exchange.

Please contact us to request a returns form and enclose it with the goods to:

Dream Climbing Walls Ltd
Units 11-13 Inchcape Place
North Muirton Industrial Estate
Perth, PH1 3DU

The customer will have to bear any costs associated with packing, protecting and returning the items to us. If a replacement item is preferred, you may be charged again for delivery.

When returning items to us it is the customer's responsibility to ensure that the items arrive safely. We cannot accept any responsibility for items lost in the post, therefore we would always recommend using recorded delivery, special delivery or a courier, so that items are covered in the event of a missing parcel.

Refunding Incorrectly ordered items

Amounts to be refunded will take account of the rights of cancellation and the current regulations. If items are returned in a condition other than "as new" we may also make a deduction from the refund for depreciation in value, if the depreciation is the result of unnecessary handling beyond what is necessary to establish the nature, characteristics and functioning of the goods if, in particular, beyond the sort of handling that might reasonably be allowed in a shop.

INCORRECT ITEMS SENT

If we have sent you an incorrect item, please request a returns form from us and return it along with the items to:

Dream Climbing Walls Ltd
Units 11-13 Inchcape Place
North Muirton Industrial Estate
Perth, PH1 3DU

DCW will refund any postal charges that you incur sending incorrect items back to us, and will either refund or replace the goods at the discretion of the customer with no additional cost if the replacement item is the same as the item originally ordered or the same value. If the replacement item is a different value then we will refund or charge the difference accordingly.

INSTRUCTIONS FOR CANCELLATION

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last item on the order.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the model cancellation form on the last page of this document, but it is not obligatory.

For communication purposes.	For returning goods.
Dream Climbing Walls Ltd 30 Seafield Place Aviemore PH22 1RZ	Dream Climbing Walls Ltd Units 11-13 Inchcape Place North Muirton Industrial Estate Perth, PH1 3DU

Tel: 07442 530332 (Monday - Friday 09:00 to 17:00 - Closed Saturday & Sunday)

Email: support@powerstationtraining.com

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of the initial delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than:

- a) 14 days after the day we receive back from you any goods supplied, or earlier if you have provided proof that the goods have been sent back
- b) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

The customer will have to bear any costs associated with packing, protecting and returning the items to us. The cost is estimated at approximately £ 175.00 (however this varies greatly depending on the items being returned and the party selected to handle the delivery)

IMPORTANT – *the estimated cost above is entirely dependent on the amount and weight of items ordered and should not be taken as a final value or lower/upper limit.*

When returning items to us it is your responsibility to ensure that the items arrive safely. We cannot accept any responsibility for items lost in the post, therefore we would always recommend using recorded delivery, special delivery or a courier, so that you are covered in the event of a missing parcel.

We may also make a deduction from the reimbursement for depreciation in value of any goods supplied, if the depreciation is the result of unnecessary handling beyond what is necessary to establish the nature, characteristics and functioning of the goods if, in particular, beyond the sort of handling that might reasonably be allowed in a shop.

DELIVERIES

Deliveries will be made at our risk by a carrier nominated by us.

Please refer to our Deliveries page in the menu in Footer on homepage for details of our expected delivery times. If we cannot deliver the goods to you within the timescales stated then we shall endeavour to contact you as soon as possible with an update and if you are not satisfied then we shall offer you a full refund. Please note that dates quoted for delivery of goods are estimates.

If you are concerned about the progress of an order and wish an update, please e-mail support@powerstationtraining.com with your order number and we will get back to you as soon as we can with details. Alternatively call us on 07442 530332

STATUTORY RIGHTS

Your statutory rights as a consumer in the United Kingdom will not be affected by these Terms and Conditions. Please note that as a consumer you have the statutory right within the United Kingdom to cancel your order and return any goods ordered in exchange for a refund (subject to conditions). For more details see section titled "Instructions for cancellation".

SECURITY GUARANTEE

We take the security of its customers very seriously, our online shopping service is provided by Shopify Inc and hosted on their managed and secure server's outwith our premises.

We occasionally process basic user data within our premises but access to this data is controlled and we will never distribute or re-sell any information about our customers.

All payments through our site are processed by purpose built and secure payment gateways.

Please see our Data, Cookies and Privacy Policy for further details.

SAFETY WARNING & DISCLAIMER

If there is any doubt about your fitness level/general health and your ability to use Power Station please contact your medical practitioner for advice.

The British Mountaineering Council & Mountaineering Scotland Participation Statement

BMC / Mountaineering Scotland recognises that climbing and mountaineering are activities with a danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions and involvement

Similar to many training and sports related pieces of equipment, our products should be used with care and the purpose for which they were designed and intended. Used inappropriately, Power Station and associated components may cause serious bodily harm to self and others. Power Station Training recommend and advise you always climb and train within your ability and please follow safety information in our manual. An installation service and additional training and coaching is available.

Matting and Padding is available to increase the level of safety and reduce the risk of injury. Bespoke compliant fall surface options are available on request. Customers use the products on our website at their own risk.

We are happy to provide advice on safe use and receive feedback from customers on possible ways to make our products even safer.

Dream Climbing Walls Ltd, its directors, employees and will not be held responsible for any injury sustained whilst using Power Station.

Nothing in these Terms and Conditions shall exclude Dream Climbing Walls Ltd from liability for death or personal injury arising out of the negligence of Dream Climbing Walls Ltd, its directors, employees or agents or any liability which cannot be excluded or limited by law.

GENERAL TERMS

If any of these Terms and Conditions are held to be unenforceable or invalid, the validity of the remaining Terms and Conditions will remain unaffected.

No waiver of any right or breach by Dream Climbing Walls Ltd under these Terms and Conditions shall be effective unless in writing and signed by an authorised person of Dream Climbing Walls Ltd. Any such waiver shall not be construed as a waiver of any other right or breach.

The Customer shall not assign the terms of the contract to purchase goods from Dream Climbing Walls Ltd (as constituted by these Terms and Conditions as accepted by you) (the "Contract") without the prior consent of Dream Climbing Walls Ltd. Dream Climbing Walls Ltd shall be entitled to assign and sub-contract the terms of this Contract without the consent of its customers.

EXCLUSION OF LIABILITY

We do not accept liability for any loss or damage that you suffer as a result of using our website(s).

Nothing in these terms and conditions shall exclude or limit liability for death or personal injury caused by negligence which cannot be excluded or under the law of the United Kingdom.

GOVERNING LAW & JURISDICTION

The construction, validity and performance of these Terms and Conditions shall be governed by the Law of Scotland and the Scottish Courts shall have non-exclusive jurisdiction in any disputes between you and Dream Climbing Walls Ltd.

MODEL CANCELLATION FORM

To:

Dream Climbing Walls Ltd
30 Seafield Place
Aviemore
PH22 1RZ

Tel: 07442 530332

Email: support@powerstationtraining.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods.

Order No. [*] ordered on [*/received on [*]

Name of consumer(s)
Address of consumer(s)
Tel No. of consumer(s)
Email of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

*** Delete as appropriate**