

## ***Trampoline Trailers TERMS & CONDITIONS***

**The following terms and conditions form part of our sales contract and my placing an order with us you are agreeing to be bound by them.**

### **Collections**

The Purchaser is responsible for all goods collected from our premises during transit. Risk in goods passes to the Purchaser at the time of collection, and thereafter the Purchaser shall affect all reasonable insurance

### **Order, Deposits and Payments:**

Except stock or demo items, all of our products are made to customer order. An order requires a 50% deposit before it is confirmed and is subject to VAT at the prevailing rate (unless otherwise agreed). The order will be confirmed in writing upon receipt and a VAT invoice issued. The balance is due on completion and before the unit leaves our factory. If the unit is not paid for in full within 21 days of notification of completion, we reserve the right to consider the order as cancelled whereby our standard cancellation policy will apply. Payments must be cleared before goods are released and goods remain our property until paid for in full. All delivery dates quoted are our best and genuine estimate. Every effort is made to achieve the projected date, it does not form part of the sales contract and we do not accept liability for any consequential losses incurred.

### **Cancellation Policy:**

If you need to cancel your order or we invoke the cancellation option for non-payment, the following terms apply. The unit will be offered for sale and once sold the original purchaser will receive a refund of 50%\* the actual sale price minus a 25% cancellation fee. The price we achieve may not reflect the original invoice value. \*(or pro rata for lower deposits)

### **Warranty:**

Our trailers are supplied with a 1-year mechanical 'Parts & Labour' warranty and a 1-year soft components warranty. Warranty only covers the normal use of the unit within the Safe Operation Manual requirements and does not cover wear and tear, misuse, accidental or deliberate damage, road risks or normal risks excluded under a policy of insurance such as Acts of God, flood etc.

### **Inflatable Slide & electric fan: (if fitted)**

The inflatable slide that has been supplied to you has been manufactured by us to meet European safety standards EN14960 The slide must be operated and secured in accordance with the Operations Manual and correctly inflated using a 1.5hp fan. The slide sheet is a wear item and is not covered by the warranty.

The original manufacturer warrants the electrical fan supplied for 24 months and details are supplied in the event you need to claim directly with them (UK based).

### **Hydraulics, battery and gas rams:**

Where fitted, the hydraulic system parts are warranted by the original manufacturer or agent for 12 months and details are provided in the operations manual.

### **Trampoline Beds & Springs:**

Trampoline beds and springs are wear items and are not included in the warranty, other than failure of the webbing loops or breakage of the springs. These are covered for 12 months. Multiple failures are not common or expected and will likely be the result of misuse or overloading and therefore would not be covered.

**Infinity Tower decks:**

Each unit is supplied with two spare decks in case of accidental damage or elastic failure. These decks are extremely robust but will wear in time dependant on use. We will repair or replace decks during the warranty period if a fault in manufacture is apparent. We will not cover damage through normal wear and tear etc. It is the responsibility of the operator to return decks, at their cost, for repair during the warranty period and labour for removal/refitting is not included. Return postage is however covered.

**Complaints:**

It is the Purchaser's responsibility to return any defective item direct to the Company

In lieu of all warranties, conditions or liabilities implied by the law, the Company's liability in respect of any defect in goods by reason of defective workmanship or the use of defective materials or any loss, injury or damage attributable thereto shall be limited to, at our option:

- The supply of new goods in exchange for defective goods
- Repair at our premises of defective goods
- Payment of the value of the defective goods

It is understood that our goods have components that have a limited life, the length of which is determined according to the amount of use. Consequently, goods used extensively will not last as long as goods used occasionally.

The Purchaser accepts that he has no claim by reason of the goods deteriorating through use or through failure to follow maintenance instructions in the supplied operating manual.

The Purchaser shall not at any time in relation to the resale or proposed resale of the goods, make any representation or agree to any condition or warranty in terms more favourable to the buyer than those made or agreed by the Company in these conditions.

All goods returned to the Company for work under guarantee, or for any work undertaken at the Purchaser's request at his cost, shall be returned to the Company in a clean and dry condition and properly prepared.

Should the Company judge that the breakdown has been caused by the incorrect use of the equipment, the Purchaser will bear all costs in the replacement of the goods, including return shipping.

Should the Company judge that the goods are not in a fit condition as to cleanliness and general upkeep, the Purchaser shall bear all costs of bringing such goods up to fit condition by removing them for cleaning, or providing the cost of labour.

Transport for goods collected and delivered by the Company before and after repair work at our premises will be charged, unless otherwise agreed in writing by the Company

The Company will not be liable:

- Unless goods are claimed to be defective and returned to the Company, carriage paid, within twelve months of the sale date.
- Unless the Purchaser in writing, notifies the Company of each fault no later than 14 days after such fault first became apparent.
- To accept the return of goods until they have been examined by the Company
- If any person other than a person approved by the Company effects any replacement of parts, maintenance, adjustment or repair of goods.
- If any spare part or replacement not approved by the Company is used in replacing any part thereof, or in adjusting or repairing the goods.
- Unless goods supplied are used and properly maintained in accordance with the Safe Operation Manual supplied with the goods.

- For any death or personal injury arising from or attributable to, whether directly or indirectly, the use of the goods, save where such death or personal injury is caused wholly by negligence of the Company.
- For any loss of earnings or claims, whether directly or indirectly, for any mechanical breakdown of the equipment.
- For any loss or damage of any kind whatsoever arising from or attributable to, whether directly or indirectly, the use of the goods, where such loss or damage is caused by defect which:
  - Should have been apparent on examination by the Company prior to despatch.
  - Could not reasonably be expected to be discovered by the Purchaser on examination prior to the use of the goods.

**Copyright:**

All drawings, designs, sales literature, and promotional materials that have been prepared by the Company remain our property, and should not be reproduced in any manner without our permission in writing. We also reserve the right to use images/video of our products for promotional material or purposes. This right is maintained no matter how specialist the product or its use.

**Trademark:**

Trampolinetrailers.co.uk has the right to display our name on all our products, any person removing or defacing the Company name will cause the warranty to be null and void.

This document forms part of our terms of business and has been supplied with your Operations Manual and is posted on our website.

GJ Ogilvie

Director

Trampoline Trailers is a brand of De Verde Systems Limited

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