

OUR TERMS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Event Outside Our Control:** is defined in clause 11.2;
- (b) **Goods:** the goods that We are selling to you as set out in the Order;
- (c) **Made to Measure Goods:** goods which are manufactured by a third party to your particular specification.
- (d) **Order:** your order for the Goods as confirmed by Us in writing.
- (e) **Terms:** the terms and conditions set out in this document; and
- (f) **We/Our/Us: 3T's Leisure Ltd. trading as Surf Bay Leisure The Airfield Winkleigh Devon EX19 8DW.**

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Goods and Made to Measure Goods to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Goods. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods, We will inform you of this in writing and We will not process the Order.

2.4 These Terms will become binding on you and Us when We issue you with a written acceptance of an Order.

2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.

2.6 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

2.7 Our website, catalogue and brochure are solely for the promotion of Our Goods in the UK. Unfortunately, We do not deliver to addresses outside the UK.

2.8 The images of the Goods on Our website and in Our catalogue or brochure are for illustrative purposes only. The specification of the Goods will be set out in the Order.

3. CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how We accept payment from you;
- (b) changes in relevant laws and regulatory requirements.

3.2 You may make a change to the Order for Goods within fourteen calendar days of placing an Order by contacting Us, except in the case of Made to Measure Goods. Where this means a change in the total price of the Goods, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 12.1 in these circumstances.

3.3 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 12. In the case of Made to Measure Goods, unfortunately, because these Goods are made to your specific requirements, you will not be able to cancel an Order once it is made subject to clause 13.

4. MADE TO MEASURE GOODS

4.1 We make the Lodges according to the specifications you provide Us. All other Goods which are Made to Measure are not made by Us such Goods are made by third party manufacturers according to the specifications you provide Us.

4.2 Please make sure your specifications are complete and accurate. Unfortunately, We cannot accept the return of Made to Measure Goods if the reason for the return is because you provided Us with incorrect specifications or changed your mind. However, this will not affect your legal rights as a consumer in relation to Made to Measure Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

5. DELIVERY OF GOODS

5.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Please allow for extra time for deliveries to Europe and the Scottish Highlands and Islands.

- 5.2 We will contact you with an estimated delivery date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 11 for Our responsibilities when this happens.
- 5.3 If you have asked to collect the Goods from Our premises, you can collect the Goods from Us at any time during Our working hours of 09:00 to 17:00 on weekdays (not including public holidays) and 10:00 to 16:00 on Saturdays. It may be possible to collect the Goods at other days and times by prior arrangement.
- 5.4 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you collect them from Us.
- 5.5 We reserve the right to make an additional charge for failed delivery attempts.
- 5.6 The Goods will be your responsibility from the completion of delivery or from when you collect the Goods from Us.
- 5.7 You own the Goods once We have received payment in full.

6. IF THE GOODS ARE FAULTY

These Terms and conditions do not affect and cannot exclude any of your statutory rights as a consumer. For more information on these statutory rights you should contact your local authority Trading Standards Department or Citizens Advice Bureau.

7. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS

- 7.1 Although we do not make the Goods, they come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods.

8. SELLER'S GUARANTEE OF GOODS

- 8.1 We guarantee that on delivery and for a period of three months from delivery, second-hand Goods purchased for a price exceeding one thousand five hundred pounds (£1,500) inclusive of VAT shall be free from the following defects:

- (a) failure of any fitted appliance gas or electric;
- (b) failure of the structure; and
- (c) water ingress.

However, this guarantee does not apply in the circumstances described in clause 8.2.

- 8.2 This guarantee does not apply to any defect in the Goods arising from:
- (a) fair wear and tear;
 - (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - (c) if you fail to operate or use the Goods in accordance with the user instructions;
 - (d) any alteration or repair by you or by a third party who is not one of Our authorised repairers; and
 - (e) any specification provided by you.

9. PRICE AND PAYMENT

- 9.1 The price of the Goods will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you unless you change the specifications in the Order.
- 9.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.
- 9.3 The prices for the Goods exclude delivery costs unless otherwise stated or agreed, this will be added to the total amount due.
- 9.4 We take an amount from you at the time of your Order ("deposit"). We will agree the amount of the deposit. We accept payment by cheque, bank transfer, debit card or, up to a maximum of five thousand pounds, by credit card. Please contact Us to find out which credit or debit cards are accepted by Us at any particular time. We require full payment before we deliver the Goods.
- 9.5 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of HSBC Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 9.6 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 9.5 will not apply for the period of the dispute.

10. OUR LIABILITY TO YOU

- 10.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible

for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

- 10.2 We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.3 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - (e) defective products under the Consumer Protection Act 1987.

11. EVENTS OUTSIDE OUR CONTROL

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 11.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 11.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
 - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.
- 11.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods. Please see your cancellation rights under clause 12. We will only cancel the contract if the Event Outside Our Control continues for longer than eight weeks in accordance with Our cancellation rights in clause 12.

12. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

12.1 Before the Goods are delivered, you have the following rights to cancel an Order for Goods (other than Made to Measure Goods), including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage:

- (a) You may cancel any Order for Goods within seven calendar days of placing an Order by contacting Us. Please confirm any cancellation by writing to us. We will confirm your cancellation in writing to you.
- (b) If you cancel an Order under clause 12.1(a) and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you less any agreed reasonable costs incurred by us as a result of your Order and cancellation. Your liability will not exceed the full value of the deposit.
- (c) Unfortunately, if you cancel an Order for Goods under clause 12.1(a) and We have already placed an order, We will not be able to cancel your Order until it is delivered. In this case, if you return the Goods to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to Us. This will not affect your refund for the Goods, but any charge for collection will be deducted from the refund that is due to you.

12.2 Unfortunately, as the Made to Measure Goods are made to your requirements and specification, you will not be able to cancel your Order once made (but this will not affect your legal rights as a consumer in relation to Made to Measure Goods that are faulty or not as described).

13. DISTANCE SELLING

13.1. This clause does not apply to contracts where you and We (including our agents or employees) meet face- to-face.

13.2. If you and We make exclusive use of communication methods including email, telephone, fax or post, to enter into a binding contract and we never meet face-to-face, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000 during the period set out below in clause 13.14. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep the Goods, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

13.3. The cancellation right explained in 13.1 does not apply in the in the case of any Made-to-Measure or custom-made Goods.

- 13.4. Your legal right to cancel a contract starts from the date we confirm your Order in writing, which is when the contract between us is formed, and lasts for seven Working days. Working days means that Saturdays, Sundays or public holidays are not included in this period.
- 13.5. To cancel the contract under this clause, you must contact us in writing by sending an e-mail to info@surfbay.co.uk, or by sending a letter to Surf Bay Leisure, The Airfield, Winkleigh, Devon, EX19 8DW. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us.
- 13.6. You will receive a full refund of the price you paid for the Goods and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 13.4. If you returned the Goods to us because they were faulty or mis-described, please see clause 13.7.
- 13.7. If you have returned the Goods to us under this clause because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 13.8. We will provide a refund to you by the same method you made payment for the Goods.
- 13.9. If the Goods were delivered to you:
- (a) you must return the Goods to us as soon as reasonably practicable. If the Goods require collection, we will collect the Goods from the address to which they were delivered. We will contact you to arrange a suitable time for collection;
 - (b) unless the Goods are faulty or not as described (in this case, see clause 13.6), you will be responsible for the cost of returning the Goods to us or, where relevant, the cost of us collecting the Goods from you. We can give you a quote for the amount we will charge for collection of the Goods. Any quote will depend on the location and size of the Goods ;
 - (c) you have a legal obligation to keep the Goods in your possession and to take reasonable care of the Goods while they are in your possession.
- 13.10 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Dispatch Confirmation.
- 13.11 As a consumer, you will always have legal rights in relation to Goods that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 13 or any other provision within these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

14. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

If We have to cancel an Order for Goods (including Made to Measure Goods) before the Goods are delivered:

- (a) We may have to cancel an Order before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. We will promptly contact you if this happens;
- (b) If We have to cancel an Order under clause 14(a) and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you. We will refund any reasonable costs as agreed which you have incurred as a direct result of Our cancellation;
- (c) Where We have already started work on your Order for Made-to-Measure Goods by the time We have to cancel under clause 14(a), We will not charge you anything and you will not have to make any payment to Us. We will usually refund any amount you have paid within 30 days.

15. INFORMATION ABOUT US AND HOW TO CONTACT US

- 15.1 We are a company registered in England and Wales. Our company registration number is 03311570 and Our registered office is at South West Caravan Centre, The Airfield, Winkleigh, Devon, EX19 8DW.
- 15.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 0844 880 0118.
- 15.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by hand, or by recorded delivery post to Surf Bay Leisure at South West Caravan Centre, The Airfield, Winkleigh, Devon, EX19 8DW. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by recorded delivery post to the address you provide to Us in the Order.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 16.1 We will use the personal information you provide to Us to:
 - (a) provide the Goods;
 - (b) process your payment for such Goods; and
 - (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 16.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

- 16.3 We will not give your personal data to any third party other than is necessary to perform our responsibilities under these Terms, and to complete your Order.

17. OTHER IMPORTANT TERMS

- 17.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 17.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 17.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 17.5 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.