

# The Toy Works Terms & Conditions

[HOME](#) [TERMS & CONDITIONS](#) [ABOUT](#) [PHOTOS](#) [SHOP](#) [CONTACT](#) [VISIT US](#) [RESTORATION](#) [COMMISSIONS](#) [Blog](#)

## Terms of Business

Welcome to The Toy Works Web Site ([www.thetoyworks.co.uk](http://www.thetoyworks.co.uk)).

Please read carefully our Terms of Business which governs your use of our Web Site. By using this site and placing an order, you are agreeing to them. If you do not agree then you should not use this Site or order through it.

## Copyright & Trademark

This site is owned and operated by The Toy Works. The material contained on this Web Site, including all design, text, graphics, selection and arrangement of the content and all other information on this Site are copyright of or its licensees, content providers or technology providers. All rights reserved.

Permission is granted to copy, print and distribute in hard copy only sections of this The Toy Works Site for the purpose of browsing and shopping or placing an order with The Toy Works. Any unauthorised use of material on this site without the prior permission of The Toy Works may violate copyright, trademark and other applicable laws.

## Website Errors

We endeavour to present the most recent, most accurate, and most reliable information available to us on our website at all times. However, there may be occasions when some of the information and content featured may contain incomplete data, typographical errors, or inaccuracies. Any errors are wholly unintentional and we apologise if erroneous information is reflected in the merchandise price or item availability or price description. We try to ensure that all pricing on the website is accurate, but occasionally an error may occur and goods may be incorrectly priced. If we discover that a pricing error has been made, we reserve the right to suspend your order and contact you to ask whether you wish to continue with the order at the correct price. We will not be obliged to supply goods at the incorrect price. We present our website content 'as is' and make no claims to its accuracy, either expressed or implied. We reserve the right to amend or to update product information at any time without giving any prior notice.

## Website Access

Given the unpredictability of technology and the online environment, The Toy Works does not warrant that the function or operation of this website will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available will be free of viruses or other harmful elements. Also your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction. As a visitor to, and user of this website, you must assume full responsibility for any costs associated with the servicing of equipment employed in connection with your use of our site. In effect, you agree that your access will be subject to these terms and conditions and that such access is undertaken at your own risk. The Toy Works shall not be liable for damages or losses of any kind which you may incur from your use of or inability to access this site.

## Third Party Links

To provide a greater range of goods and services, we provide links to other websites or resources for you to access if you wish. You acknowledge and agree that, as you have chosen to click on the link, The Toy Works is not liable in respect of these websites or resources.

## Your Account

If you use The Toy Works website, it is your responsibility to ensure the confidentiality of your account and password and that no unauthorised persons have access to them. You agree to accept responsibility for all activities that occur under your account or password. You should let us know immediately if you believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that your personal details are up-to-date and inform us immediately of any changes to the information that you provide when registering.

The Toy Works reserves the right to refuse access to the website, terminate accounts, remove or edit content, or cancel at our discretion. If we cancel an order, you will be refunded to the full value of said order.

## Force majeure

In this Section "force majeure event" means:

- (a) any event which is beyond our reasonable control;
- (b) the unavailability of raw materials, components or products; and/or

(c) power failure, industrial disputes affecting any third party, governmental regulations, fires, floods, disasters, civil riots, terrorist attacks or wars.

Where a force majeure event gives rise to a failure or delay in us performing our obligations under these terms of sale, those obligations will be suspended for the duration of the force majeure event.

If we become aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in us performing our obligations under these terms of sale, we will notify you forthwith.

We will take reasonable steps to mitigate the effects of the any force majeure event.

We present our content 'as is' and make no claims to its accuracy, either expressed or implied. we reserve the right to amend errors or to update product information at any time without giving prior notice.

#### VAT and Taxes

The Toy Works is not currently VAT registered. All of the prices quoted on this website include the element of VAT that we have paid out on the purchase of goods charged to us from our wholesalers.

#### Complaints Procedure

We aim to satisfy the requirements of all our customers as efficiently as we can, but we realise that at times things may go wrong. When they do we will put them right as soon as possible. If you have a genuine complaint please [e-mail us](#). Your complaint will be handled confidentially and we will acknowledge your correspondence within 5 working days of receiving it. At that time we will advise you how long it will take to resolve your complaint. We will also give you a contact name and telephone number of the person handling your complaint. We will keep you informed throughout the process.

#### Descriptions and Specifications

We reserve the right to alter product specifications without giving prior notice. All specifications regarding (weights, measurements and colours) are approximate and are only given as a guide, due to product development and varying outputs from different devices during the production process.

#### Age guidance

Where possible age guidance and age suitability of each toy is provided, inline with the manufacturers recommendations. Be aware that these are guide lines only and where any doubt arises you are responsible for exercising your own judgement as to the suitability of a product for the particular individual or group of individuals and circumstances.

#### Secure Payment

We will charge your account for payment as your order is received.

The purchase area of our site is secure, this means that we use industry standard SSL technology to allow for the encryption of all sensitive information such as your name, address and especially your credit card details.

#### Pricing and Availability

All prices include VAT.(see VAT and taxes section above). If a pricing error has been made, we reserve the right to suspend your order and contact you to ask whether you wish to continue with the order at the correct price. We will not be obliged to supply goods at the incorrect price.

Once your order has been placed you will receive an email to confirm that we have received it. This confirmation e-mail is a confirmation that we have received your order and not a guarantee of stock availability. If for any reason we are unable to fulfil all, or part of, your order, you will be contacted and your card will be refunded to the full value of the that order, or unfulfilled part, of that order.

#### Payment Options

We accept all major credit/debit cards and PayPal as payment options. If your payment card is rejected by our online payment processing system, please double-check that all of the details you have entered on the payment section of your order were correct. Your name and address details must match the card-holder address details held by the card issuer. If the problem persists, please contact your payment card provider.

**(You must be 18 years of age or older to purchase through this site).**

No goods will be despatched until we have received the full amount of the payment due to us, for your order.

#### Acceptance of orders

The contract in respect of the products supplied by us, The Toy Works, to you, only exists when your order has been accepted by us. For the avoidance of doubt, receipt of an order via our Site does not indicate acceptance of an order."By you, completing and submitting the electronic order form, you are making an offer to purchase goods which, if accepted by us, will result in a binding contract." The contract shall be deemed to have been concluded in the United Kingdom and shall be governed by the laws of England and shall be legally binding.

#### Back orders

We try to hold stock of all of the items shown on our site and we update the stock shown as items are purchased. However from time to time these stock levels shown may change if other users of the site are ordering the same item or items as yourself at that time. In this case we will contact you and give you the option to cancel or wait for the item to come back into stock. (most items can be re-stocked in a matter of days if our suppliers have them). If they cannot re-supply us

immediately we would give you an approximate date for expected delivery. Should you decide to wait for the items to be re-stocked by us, this will be classed as a **BACKORDER** and you will be notified as soon as possible.

#### Cancellation of order

Once you have placed an order at **The Toy Works** you are only able to cancel it if it has not been processed. Therefore it is best you to contact us immediately. You may, of course, return any goods you do not want within 7 days, in accordance with our Returns Policy, but we will not be able to refund the cost of any postage incurred by you for returning the items.

#### Delivery

We aim to deliver orders in 1 to 3 working days via first class Royal Mail, however please allow 3-5 working days. If you are out at the time of delivery, your parcel will left at your local Royal Mail depot, and a card left advising you of this. Parcels are usually held for 14 days after which time, any uncollected parcels will be returned to us.

If the parcel has not been delivered after 10 working days, please [contact us](#). This rarely happens and we apologise if this is the case. (10 days is the time required to have lapsed before the Royal Mail will treat the parcel as undelivered. Only after the 10 day period, if the parcel remains undelivered can we commence a missing parcel claim).

Delivery charges are as follows and apply to UK Mainland only. For any other shipping destination requirements please [contact us](#) directly and we shall be happy to assist you.

UK orders under £15.00 =p&p.....£2.99  
UK orders over £15.00 but under £40.00 =p&p.....£4.75  
UK orders over £40.00 but under £100.00 =p&p.....£9.00  
UK orders over £100.00 delivery is FREE.

24hr next day delivery signed for service is available at £12.99, UK mainland only,(excluding the Highlands and Islands)

Larger items like Toy Farms, Castles and Dolls Houses are always despatched via our preferred courier on a next day delivery and signed for service. This means that no items will be left without someone signing for them. The driver will leave a card if no one is home to sign for the parcel giving you choices to contact them to re-arrange a delivery time.

There is a £18.00 charge for this service for UK mainland, excluding the (Scottish Highlands and Islands Regions), where a 72hr signed for service is provided for the same price of £18.00

If you are unable to check the contents of the parcel at the time it is delivered, please sign for it as, **(Received, contents unchecked)**. By signing for the parcel in this way, should you find that the contents have been damaged we can make a claim against the courier for the damage caused.

If there are obvious signs of damage to a parcel, such as bashed corners, crushing, or wet or dampness, please unpack the contents whilst the driver is present to check there has been no damage caused to the goods. If possible take a digital image of the damaged packaging before opening, and [e-mail it to us](#), to provide support for any claims we may have against the courier.

#### International deliveries;

All international deliveries are sent using Royal Mail signed for service or a courier depending on the weight and size of the goods ordered and the final delivery destination. Please allow upto 4 weeks for these deliveries. If you would like to order a product off this site and have it delivered outside the UK please send us an [e-mail](#) showing the item you want to order and the final delivery address so that we can obtain the most competitive quotation to satisfy your requirements.

#### Wrong Delivery Address Imputed

If you provide us with a wrong delivery address and your order gets delivered to another party, we, **The Toy Works** cannot be held responsible for any loss which you may incur as the result of your mistake.

#### Received Goods

If you are unhappy with the goods received we will refund them if they are sent back **AT THE CUSTOMERS EXPENSE** and in perfect condition within 7 working days, together with a copy of your receipt.

Before returning any items to us you must request an RMA (Return Merchandise Authorisation) number from us [HERE](#).

All returned goods should be returned using 1st class registered post for your own protection. Any refunds will be issued once we have received the goods, in their original condition. This refund only includes the total of the goods sent, and not the delivery charge.

#### Returns and Refunds:

7 day Satisfaction Policy

Once products are received you may decide that you don't want them anymore (for whatever reason). Within this policy we advise the customer to send back the products, providing they meet the following conditions:

- Brand new
- Unused & in Resalable condition
- In original and undamaged packaging

If the above conditions are met please send the items back to us at **YOUR COST** and we will be happy to give you a **FULL REFUND** excluding the delivery charge of sending the goods out, if there was one charged. We reserve the right to refuse a refund if the goods are not in an acceptable condition; items not securely packaged or boxed will under no circumstances be accepted.

Before returning any items to us you must request an RMA (Return Merchandise Authorisation) number from us [HERE](#).

For all Returns Please address goods to:

**The Toy Works**  
**The Old Village Bakery**  
**Melmerby**  
**Penrith**  
**Cumbria**  
**CA10 1HE**

#### **Faulty Items Received**

Within 7 Days

Once you have received your item, if you happen to discover a fault, please let us know straight away. All faults must be reported within 7 days of receipt of goods. If the fault is serious **WE** will incur the return postal charges. You will then have an option to get a **FULL REFUND**, have the product repaired, or have it exchanged.

In most instances we will send out parts to you **FREE OF CHARGE** or ask you to contact the manufacturer who will be able to deal with you directly (we will of course assist you to get the matter satisfactorily resolved).

#### **After 7 Days**

If faults are reported after 7 days of delivery we will ask you to return the item back to us at **YOUR COST** in order to be eligible for a Repair or Exchange. Please be aware after 7 days we will not offer Full refunds.

#### **THIS IS WHY WE ASK ALL CUSTOMERS TO INSPECT ALL ITEMS WITHIN 7 DAYS OF RECEIVING THEM!!**

We value our customers and we will always work with you to ensure any issues are resolved smoothly, efficiently and as soon as possible!

Please request an RMA (Return Merchandise Authorisation) number from us before you return any items (this applies to any reason for return). If goods are sent back without an RMA number we will be unable to issue you a refund, therefore please ensure you obtain an RMA number [HERE](#).

We reserve the right to charge a re-stocking fee of upto 40% and any other costs we incur in connection with the return of goods.

#### **Guarantee**

Any goods with manufacturing faults on arrival will be replaced or refunded.

Faults and Problems must be reported within 7 days, If not we may refuse to offer a refund, however you will be entitled to a replacement or refund if it is a faulty item and reported within a reasonable time period of purchase and the use of the goods.. But we will advise you on what to do, in some cases dealing directly with the manufacturer.

If a manufacturing fault develops within a 6-month period of purchasing an item, where we can, we will send out spare parts free of charge.

We reserve the right to send goods back to the manufacturer to ascertain whether the product has a manufacturing fault. If a manufacturing fault is found it will be repaired or replaced and sent back free of charge.

We reserve the right to issue refunds/exchanges/repairs.

#### **Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions. Except as specifically stated on this Web site, to the fullest extent permitted by law, neither **The Toy Works** nor any of its agents, directors, employees or other representatives will be liable for damages arising out of or in connection with use of this website. This is a comprehensive limitation of liability that applies to all damages arising of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss or damage to property and claims of third parties. For the avoidance of doubt, **The Toy Works**, does not limit its liabilities for death or personal injury to the extent only that it arises as a result of the negligence of **The Toy Works**, its agents, directors, employees or other representatives.

**This does not affect your statutory rights.**

**Privacy Policy**

We store information about you for two reasons: firstly, to process your order and secondly to provide you with the best possible service. We do not hold credit/debit card information about you. This is only received by, PayPal who provide a very strong level of encryption which ensures that your transactions are secure and your credit/debit card details cannot be hijacked or redirected to anyone other than PayPal.

From time to time we will contact you about product updates, special promotions and additionally should there ever be need to alert you about the unlikely event of product recalls. If you do not wish to receive any emails from us in the future please let us know by [emailing us](#).

Alternatively you can use the unsubscribe button at the bottom of all our e-mails to unsubscribe from our mailing lists.

The type of information we will collect about you includes:

your name

address

- telephone Number
- email address

Any personal information that we hold will be held securely in accordance with the law.

The information you provide will only be shared with a third party for the following reasons:

- Processing your credit/debit payment (PayPal)
- Undertaking checks with credit reference agencies
- Assisting fraud prevention and detection agencies

In these instances, we provide them with only the information they need to perform their function.

We reserve the right to change this privacy policy from time to time. Whilst we may notify you of such changes it is your responsibility to check the policy each time you use the site. Please note that information passed to a third party in accordance with this policy will be beyond our control. Any query relating to use of your information by a third party should be made directly to that party.

If you have any questions about your personal data or our privacy policy, please [contact us](#), to see all information we have about you, and to correct any inaccuracies.

#### Cookies

Cookies are small text files that web sites can send to your computer. A cookie can be thought of as an internet user's identification card, which tells a web site when a user has returned. Cookies are not computer programs, and can't read other information saved on your hard drive. They cannot be used to disseminate viruses, or get a user's e-mail address etc. They only transfer to the web site as much information as the users themselves have disclosed to that web site.

Cookies make the interaction between users and web sites faster and easier. Without cookies, it would be very difficult for a web site to allow a visitor to fill up a shopping basket or to remember the user's preferences or registration details for a future visit.

Information on deleting or controlling cookies is available at [www.AboutCookies.org](http://www.AboutCookies.org). Please note that by deleting our cookies or disabling future cookies you may not be able to access certain areas or features of our site.