

Terms and Conditions

These terms and conditions (together with the documents expressly referred to in them) tell you information about us and the legal terms and conditions ("Terms") on which we sell any of the products ("Products") listed on our website ("our site") , or otherwise sell Products, to you.

These Terms will apply to any contract between us for the sale of Products to you ("Contract"). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in it.

For orders made online, please click on the button marked "I Accept" at the end of these Terms or on the order form if you accept them. For orders made by email, telephone, whats app or Instagram you will be asked to confirm your acceptance to these Terms (by email or telephone as applicable). If you refuse to accept these Terms, you will not be able to order any Products from our site.

You should print a copy of these Terms or save them to your computer for future reference.

We may amend these Terms from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

1. Information about us

1.1 We operate the website www.magicbubbleloons.uk. We are Magic Bubbleloons Limited, a company registered in England and Wales under company number 12584239 and with our registered office at 77 Wickenden Road TN13 3PN.

1.2 To contact us, please see our Contact Us page <http://www.magicbubbleloons.uk>.

2. Our Products

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your electronic devices's display of the colours accurately reflects the colour of the Products. Your Products may vary slightly from those images.

2.2 Although we have made every effort to be as accurate as possible, because our Products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 5% tolerance.

2.3 The packaging of the Products may vary from that shown on images on our site.

2.4 All Products shown on our site are subject to availability. We will inform you by email as soon as possible if the Product you have ordered is not available and we will provide substitute goods or services of equivalent quality and price.

2.5 Your use of our Products is entirely your responsibility. Any movement of the Products after we have installed them (if applicable) is entirely your responsibility. Likewise, the disposal

of the Products after your use of them is entirely your responsibility. We can accept no liability in any such regard.

3. Use of Helium Balloons - Safety

3.1 While helium balloon gas is non-flammable and non toxic, inhaling helium can result in serious injury or death, since helium displaces oxygen needed for normal breathing. Never allow yourself or anyone else to inhale helium gas from any of our Products.

3.2 Balloons can also be dangerous, particularly for young children. It is your responsibility to take appropriate safety measures for the placing use and disposal of all our Products.

3.3 By agreeing to these Terms, you confirm that you have understood this warning and agree to use and dispose of the Products safely.

4. Use of Helium Balloons - Weather

4.1 When ordering the Products for use outside, consideration should be given to the effect adverse weather conditions can have on the Products.

4.2 We advise that you consider, and have available, an alternative plan in the event of poor weather conditions.

4.3 If, after delivery of the Products, adverse weather affects the Products, we are not responsible, although we will ensure that all Products are secured and weighted appropriately on set-up.

5. If you are a consumer

This clause 5 only applies if you are a consumer.

5.1 If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.

5.2 Because of the nature of our Products (see clause 3 above), they can only be purchased by adults (over 18 years of age). We do not supply these Products to anyone who does not satisfy this age requirement. If you are underage, please do not attempt to order the Products through our site.

5.3 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6. If you are a business customer

This clause 6 only applies if you are a business.

6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

6.2 These Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements,

promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

6.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

6.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

7. How the contract is formed between you and us

7.1 You may place an order for our Products on our site. You may also place an order with us by email, telephone, whats app or Instagram.

7.2 Our online order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.

7.3 After you place an order online, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 7.5.

7.4 Your online order will be accepted when we confirm that we are ready to prepare the Products to be dispatched by sending you an email ("Dispatch Confirmation").

7.5 If you place an order by email ,telephone, whats app or Instagram, we will send you an email containing a quote for the Products (the "Quote"). Once the Quote is agreed between us, it will be converted into an invoice (the "Invoice") and an email will be sent to you attaching the invoice (the "Order Confirmation") The Contract between us will only be formed when we send you the Order Confirmation.

7.6 Prior to us sending the Dispatch Confirmation or Order Confirmation, you can change the delivery address by emailing the new address to sales@magicbubblelloons.uk. We reserve the right to make a reasonable alteration to the quoted price if the new delivery address will increase our costs. We will notify you of any such alteration within 48 hours of receipt of your notification of change of delivery address.

7.7 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site as referred to in clause 12.5, we will inform you of this by email and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

8. Our right to vary these terms

8.1 We may revise these Terms from time to time and the revised terms will be available on our site or will be otherwise made available to you.

8.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

9. Your consumer right of return and refund

This clause 9 only applies if you are a consumer.

9.1 If you are a consumer, 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 9.4, subject to clauses 9.2 and 9.3. 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 a Product, 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.

9.2 However, this cancellation right does not apply in the case of:

9.2.1 Any Products made to your specification or clearly personalised; or

9.2.2 Perishable goods, such as balloons which have been inflated in order to fulfil your order.

9.3 Once we are ready to prepare the Products to be dispatched we will send you a Dispatch Confirmation or an Order Confirmation (depending on how you placed the order), following which you are no longer entitled to cancel the Contract. This is because the Products are exempt from the cancellation right as they are perishable goods.

9.4 Your right to cancel a Contract starts from the date of the Order Confirmation or the Dispatch Confirmation (depending on how you placed the order), which is when the Contract between us is formed, and will last for a period of 14 calendar days, in this case we will give you a voucher to use it within the following 12 months. Except in the case of Products made to your specification or clearly personalised (to which the cancellation right does not apply) or where we have sent a Dispatch Confirmation or where the Products have been delivered.

9.5 To cancel a Contract, please contact us in writing to tell us by sending an email to sales@magicbubblelloons.uk. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by email, then your cancellation is effective from the date you sent us the email.

9.6 If you have returned the Products to us under this clause 9 because they are faulty or mis-described

9.6.1 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;

9.6.2 you must return the Products to us as soon as reasonably practicable; and

9.6.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

9.7 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Order Confirmation or the Dispatch Confirmation, depending on how you placed your order.

9.8 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 9 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

10. Delivery and Set-up

10.1 Your order will be fulfilled by the estimated delivery date or set-up time set out in the Despatch Confirmation or the Order Confirmation (depending on how you placed your order), unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date or set-up time because of an Event Outside Our Control, we will contact you with a revised estimated delivery date or set-up time.

10.2 Our Website Orders cannot be delivered on a Sunday because we send all of our balloons with a Courier that does not support Sunday Delivery. However, for our orders placed with our sales team via email or phone we can offer installation and delivery of balloons on a Sunday for events, parties and weddings.

10.3 Delivery and set-up will be completed when we deliver the Products to the address you gave us.

10.4 If there is no-one available to sign for the Products upon delivery, a card will be left by the courier with details of how to arrange re-delivery or collection from a local depot.

10.5 The Products will be your responsibility from the completion of delivery. Unless a de-rig of the Products is booked with us, the de-rig of the Products is your responsibility.

10.6 You own the Products once we have received payment in full, including all applicable delivery charges.

10.7 In the unfortunate and unlikely event that the Products are damaged in transit, please send an email to sales@magicbubblelloons.uk and we will send out replacements as soon as possible.

11. Price of products and delivery charges

11.1 The prices of the Products will be as quoted on our site from time to time or as agreed with us by email or on the telephone. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However, if we discover an error in the price of Product(s) you ordered, please see clause 12.5 for what happens in this event.

11.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with an Order Confirmation.

11.3 The price of a Product may not include delivery charges. Our delivery charges are as quoted on our site if ordering online or on our quote if you are ordering via phone or email with the team. To check online relevant delivery charges, please refer to our Delivery Charges page [<http://www.bubblegumballoons.co.uk/#!/shipping-and-delivery/c1nac>].

11.4 Where you have ordered the Products for an event, and we have agreed to "set-up" the Products for that event we will charge you "set-up" fees for this service which will be agreed as part of your order.

11.5 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

11.5.1 where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you; and

11.5.2 if the Product's correct price is higher than the price stated on our site, we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

12. How to pay

12.1 You can only pay for Products using the methods indicated on our site or otherwise agreed.

12.2 Payment for the Products and all applicable set-up fees and delivery charges is in advance, unless otherwise agreed. We will not charge your debit card or credit card until we dispatch your order.

13. Cancellation, reduction and Postponement

13.1 This clause 13 applies whether you are a business or a consumer and you wish to:

- (a) cancel an order; or
- (b) reduce the size of an event, as a result of which the price of your order is reduced.

13.2 If you wish to cancel your order, you must give us written notice, and the following cancellation charges will apply:

- (a) Notice received by us more than 120 days prior to the delivery date: Nil.
- (b) Notice received by us 120 to 61 days prior to the delivery date: 50% of the order price.
- (c) Notice received by us 60 to 31 days prior to the delivery date: 80% of the order price.
- (d) Notice received by us 30 days or less prior to the delivery date: 100% of the order price.

13.3 If you wish to reduce the size of an event, you must give us written notice, specifying the details of the desired reduction. If such reduction results in a change of more than 40% of the order price, we reserve the right to cancel the contract by giving you written notice and apply the cancellation charges in accordance with clause 14.2 (the date of cancellation being the date on which we received your notice of reduction).

13.4 If you wish to postpone your order, you must give us written notice, specifying the details of the desired future delivery date. Provided that a revised delivery date is agreed within 130 days of the original delivery date, any payment received from you shall form a credit towards the order. If a revised delivery date is not agreed, we reserve the right to cancel the order by giving you written notice and apply cancellation charges in accordance with clause 14.2 (the date of cancellation being the date on which we received your notice of postponement). Please note that we may not be able to agree to a requested postponement date, for example due to lack of availability.

13.5 If you wish to cancel, reduce, or postpone, your order you must give us notice in accordance with clause 17.

13.6 If you are a consumer, this clause 13 does not affect your rights under clause 9.1 to cancel a Contract.

14. Our liability if you are a business

This clause 14 only applies if you are a business customer.

14.1 We only supply the Products for internal use by your business, and you agree not to use the Products for any re-sale purposes.

14.2 Nothing in these Terms limit or exclude our liability for:

14.2.1 death or personal injury caused by our negligence;

14.2.2 fraud or fraudulent misrepresentation;

14.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

14.2.4 defective products under the Consumer Protection Act 1987.

14.3 Subject to clause 15.2, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

14.3.1 any loss of profits, sales, business, or revenue;

14.3.2 loss or corruption of data, information or software;

14.3.3 loss of business opportunity;

14.3.4 loss of anticipated savings;

14.3.5 loss of goodwill; or

14.3.6 any indirect or consequential loss.

14.4 Subject to clause 15.2 and clause 14.3, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

14.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

15. Our liability if you are a consumer

This clause 15 only applies if you are a consumer.

15.1 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 these 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 the Contract.

15.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.3 We do not in any way exclude or limit our liability for:

15.3.1 death or personal injury caused by our negligence;

15.3.2 fraud or fraudulent misrepresentation;

15.3.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

15.3.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

15.3.5 defective products under the Consumer Protection Act 1987.

16. Events outside our control

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 17.2.

16.2 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 or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

16.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

16.3.1 we will contact you as soon as reasonably possible to notify you; and

16.3.2 our obligations under a Contract 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 Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

17. Communications between us

17.1 When we refer, in these Terms, to "in writing", this will include email.

17.2 If you are a consumer:

17.2.1 To cancel a Contract in accordance with your legal right to do so as set out in clause 9, you must contact us in writing by sending an email sales@magicbubblelloons.uk. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by email.

17.2.2 If you wish to contact us in writing for any other reason, you can send this to us by email to sales@magicbubblelloons.uk. You can always contact us using our Customer Services telephone line as set out on our Contact Us page.

17.3 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order.

17.4 If you are a business:

17.4.1 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be by email, or posted on our website.

17.4.2 A notice or other communication shall be deemed to have been received: sent by email, one Business Day after transmission; or, if posted on our website, immediately.

17.4.3 In proving the service of any notice, it will be sufficient to prove, in the case of an email, that such email was sent to the specified email address of the addressee.

17.4.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18. Other important terms

18.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you in writing or by posting on this webpage if this happens.

18.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

18.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

18.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.5 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.

18.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising

out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

18.7 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.8 If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

18.9 We will not file a copy of the Contract between us.

19. Balloon Care

19.1 Key things your inflated balloons will not like

- Coming into contact with sharp or hot objects.
- Claws, beaks and any other playfully determined pet.
- Being dragged through doorways
- Getting trapped in car boots or doors.
- Bit or little hands that forget to hold on tight.
- Extreme weather.

We only use the best types of foils and latex balloons, so if well looked after they are expected to last for up to 5 days with the record being 4 weeks.