

Terms and Conditions

Welcome.

This exciting boardgame has been designed and created with a view to help young players, in a fun and constructive way, with their hand-eye co-ordination, develop their 'fine motor' skills, their visual spatial awareness and concentration skills. The boardgame is also intended to help with developing the memory and picture recognition skills of younger players as they attempt to match a rhyming pair of cards (a practice often associated with helping to address dyslexia).

These terms and conditions apply to the use of this website at www.tungleinthejungle.co.uk and www.tungleinthegungle.com. You agree, by accessing this website and/or placing an Order with us, that you agree to be bound by these terms and conditions.

Please be aware that using this Website indicates that you accept these terms regardless of whether or not you choose to place a copy order from us.

If you do not accept these terms, do not use this Website.

1. General

- 1.1 In these conditions "We/Our/Us" means MM Products; "You/Your" means any person(s) or company who orders the Goods; "Goods" means the products (eg Gameboard) We supply; "Contract" means the agreement between You and Us to supply the Goods; "Order" means the request by You for Goods made on Our order form; "Website" means the websites www.tungleinthejungle.co.uk and www.tungleinthegungle.com.
- 1.2 Our quotations for Goods requested by You are not binding.
- 1.3 No Contract shall exist until We have accepted Your Order in writing.
- 1.4 These Terms and Conditions override any different conditions which may appear on Your documents or other documents issued by You.
- 1.5 Unless otherwise agreed, these Terms and Conditions apply to all Contracts and Goods ordered by You. Any changes to these Terms and Conditions can only be made with Our consent in writing.
- 1.6 We may revise these terms and conditions at any time by updating this posting.
- 1.7 You should check this Website from time to time to review the current terms and conditions, because they are binding on You. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any changes to terms and conditions without given notice, You should not continue to use this Website.

2. Price

- 2.1. The price(s) of the Goods are listed on Our current order/basketed form page. Prices do not include the Cost of postage and packing. There is no VAT charge on these Goods.
- 2.2. We are a family owned business and Our prices are based on current production and labour costs which may be subject to amendment between the time the Order is placed and delivery. We reserve the right to adjust the price accordingly if these costs increase before delivery to You.
- 2.3. You are deemed to place an Order with us by ordering via our online checkout process. As part of our checkout process, please be aware that you may not be given the opportunity to check your order and to correct any errors.
- 2.4. Our acceptance of an Order takes place when we despatch the Order.
- 2.5. We may refuse to accept an Order: (a) where the Goods are not available; (b) where We cannot obtain authorisation for Your payment; (c) if there has been a pricing or product description error; or (d) if You do not meet any eligibility criteria set out in Our terms and conditions.

3. Payment

- 3.1. Unless agreed otherwise, payment shall be made in pounds sterling (£) using Paypal.
- 3.2. We reserve the right to claim interest on overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4. Delivery and Defective Goods

- 4.1. Subject to 4.2 below, delivery shall either take place when i) the Goods are delivered to Your premises or another agreed location or ii) when You collect the Goods from Our premises.
- 4.2. Where Goods are being exported, delivery takes place ex-works unless agreed otherwise.
- 4.3. We shall Use Our reasonable and best commercial endeavours to deliver the Goods by the due delivery date, but time for delivery shall not be of the essence.
- 4.4. There is no minimum order for free delivery. We will charge standard delivery costs for any Goods Order.
- 4.5. We shall not be liable for any shortfall in the Goods delivered or non-delivery of the Goods unless You notify Us in writing within 14 days of the invoice date or due delivery date respectively. We shall attempt to deliver the shortfall or re-deliver undelivered Goods in all cases, but if this is not possible We will issue You a credit note for the proportion of undelivered Goods.
- 4.6. We shall not be liable for defective Goods unless You notify Us in writing of any defects within 14 days of delivery. We will attempt to replace the defective Goods in all cases, but if this is not possible We will issue You a credit note for the price of the defective Goods.
- 4.7. We shall not be liable to You for packaging damaged in transit unless this is noted immediately by You on the receipt documentation.
- 4.8. We give no Warranty to You in relation to the suitability of the Goods for any particular purpose and exclude terms implied by statute or common law, as permitted by law, save for section 12 of the Sales of Goods Act 1979.

5. Cancellation and Returns Policy

- 5.1. If You wish to cancel your order: (a) You can notify us by email to maninder@tungleinthejungle.co.uk before we have dispatched the Goods to You; or (b) where Goods have already been dispatched to You, by returning Goods to us in accordance with Clause 5.2 below.
- 5.2. You can return Goods you have ordered from Us, provided the Goods remain unopened, at any time as long as this is received by Us within 14 days of receipt for a full refund or exchange. The costs of returning Goods to us shall be borne by You.
- 5.3. Upon receipt of the Goods we will give you a full refund of the amount paid.
- 5.4. The rights to return the Goods to us as referred to in clause 5.2 will not apply in the following circumstances: – in the event that the Goods have been used in the case of software, audio or visual products, where the packaging has been unsealed to any Goods that we have made or customised specifically for you. The provisions of this clause 5.4 do not affect your statutory rights.

6. Ownership/Risk of the Goods

- 6.1. The risk in the Goods passes to You upon delivery.
- 6.2. Ownership in the Goods passes to You once all sums owed to Us have been paid in full, including sums owed to Us under any potentially different Contract or Order.
- 6.3. Until You own the Goods in accordance with 6.2;
 - 6.3.1. You agree to store the Goods separately on a fiduciary basis as Our bailee in such a way that they are identifiable as Our Goods and to keep the Goods in good condition;
 - 6.3.2. We are entitled to access the premises where the Goods are stored upon reasonable notice to repossess the Goods up until full payment of all sums due to Us has been made.

7. Illustrations and Samples

- 7.1. We will not be able provide to You illustrations or samples of Our products.
- 7.2. We reserve the right for the Goods supplied to differ slightly in detail from Our brochures, Website and illustrations. You agree that any minor difference in the Goods supplied does not allow You to reject the Goods.
- 7.3. We own the copyright in all illustrations, samples (where applicable) and descriptions of the Goods in Our brochures, illustrations or website provided in 7.2 which may not be used or copied by You without Our express consent in writing.

8. Intellectual Property and Confidentiality

- 8.1. We own the copyright and design rights in all designs and artwork provided to You as part of Our Goods.
- 8.2. You agree not to disclose any details of Our designs now or in the future to a third party without Our express permission. You warrant that Your authorised representatives will adhere to this confidentiality requirement.
- 8.3. You shall keep Us indemnified in respect of any breach of confidentiality in 8.2 which results in any loss or damage to Us.
- 8.4. If, upon viewing Our Goods you are provided with Our designs and artwork, and You decide not to make a subsequent Order, You shall return all of Our materials to Us immediately without taking or retaining any copies.
- 8.5. You agree that We own and maintain the ownership in all intellectual property rights created or developed whilst providing the Goods including, but not limited to, copyright, trademark, design and patent rights, subject only to existing ownership by a third party.
- 8.6. You are permitted to print extracts from this Website for your Own use on the following basis: (a) no documents or related graphics on this Website are modified in any way; (b) no graphics on this Website are used separately from accompanying text; and (c) any of our copyright and trade mark notices and this permission notice appear in all copies.
- 8.7. Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by Us or Our licensors. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with clause 8.6 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, Your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.
- 8.8. Subject to clause 8.6, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 8.9. Any rights not expressly granted in these terms are reserved.

9. Termination

- 9.1. We reserve the right to end or suspend the Contract with you if:
 - 9.1.1. any payment due to Us is outstanding;
 - 9.1.2. You commit a material breach of the Contract which, if capable of remedy, is not remedied within 21 days' notice from Us;
 - 9.1.3. You become insolvent or cease business or threaten to cease business.
- 9.2. Both You and Us may terminate the Contract if an event beyond either parties control has continued for 3 months or more, for example, but not limited to war, natural disaster, an act of terrorism, Government action or materials shortage.
- 9.3. Neither party will be liable to the other for any delay or failure in the performance of obligations under the Contract caused by an event in 9.2.

9.4. Termination of the Contract does not affect any rights or remedies either party has accrued up to termination of the Contract.

10. Liability

- 10.1 Nothing in these Terms and Conditions excludes Our liability for death or personal injury resulting from Our negligence.
- 10.2 Our maximum liability to You for breach of Contract, misrepresentation or other tortious act or omission including negligence shall be limited to the Contract/Goods price.
- 10.3 We shall not be liable to You for any loss of profit, goodwill, business or indirect loss which arises out of or in connection with the Contract/Order.
- 10.4 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all Liability and Responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or Your downloading of any material from this Website or any websites linked to this Website.
- 10.5 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.
- 10.6 If Your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, You assume all costs thereof.
- 10.7 You agree to indemnify Us fully, defend and hold Us, and Our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by You, or Your use of this Website.

11. Severance

If any of these Terms and Conditions are deemed void or unenforceable they shall not form part of the Contract or Order, but the remaining Terms and Conditions shall continue in full force and effect.

12. Assignment

You cannot assign or transfer the Contract or any of Your rights under it nor sub-contract any of Your obligations under the Contract without Our prior consent in writing.

13. Waiver

No waiver of any breach of any provision of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision of the Contract.

14. Notices and Website Service

- 14.1 Whilst We will endeavour to ensure that this Website is normally available 24 hours a day, We will not be liable if for any reason this Website is unavailable at any time or for any period.

- 14.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

15. Third Party Rights, Visitor Material and Conduct

- 15.1 A person who is not party to this Contract has no right to enforce any terms of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 15.2 Other than personally identifiable information, which is covered under the Privacy Policy, any material You transmit or post to this Website (using the Contact Us section) will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 15.3 You are prohibited from posting or transmitting to or from this Website any material: (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; (b) for which You have not obtained all necessary licences and/or approvals; (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 15.4 You may not misuse the Website (including, without limitation, by hacking).
- 15.5 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 15.3 or 15.4.

16. Data Protection

Both parties agree to comply with the provisions of the Data Protection Act 1998.

17. Disclaimer

- 17.1 Whilst We will endeavour to ensure that the information on this Website is correct, We do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the Goods and Prices described in it, at any time without notice.
- 17.2 The material on this Website may be out of date, and We make no commitment to update such material.
- 17.3 The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by Law, We provide you with this Website on the basis that We exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

18. Law

- 18.1 These Terms and Conditions are governed by the laws of England and Wales and any disputes arising from this Contract shall be subject to the exclusive jurisdiction of the English Courts.
- 18.2 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

19. Privacy Policy

All information generated from this Website and any other material associated with the Goods is private and confidential and belongs to MM Products.