

# Terms & Conditions

The website [www.makaplay.co.uk](http://www.makaplay.co.uk) is owned and operated by Maka-Play, registered in the UK. Our online store is hosted by “Wordpress.org”, who provide us with the online e-commerce platform, which allows us/Maka-Play to sell our products and services to you/the consumer.

Throughout the site, the terms “we”, “us” and “our” all refer to Maka-Play. Maka-Play offers this website, including all information, tools, and services available to you/the user, conditioned upon your acceptance of all terms, conditions, notices, and policies from this site/stated here.

Any new features or tools to be added to the site shall also be subject to Terms and Conditions, as soon as published. We reserve the right to update the Terms and Conditions from time to time, but the Terms and Conditions which govern the activity on the site shall be those displayed on the site at the time of the activity. We also reserve the right to have no obligation to update any information on our site. You agree that it is your (browser/customer) responsibility to check and monitor this page periodically for changes and updates.

By visiting our site and/or purchasing a product or products from us, you/the consumer engages in our “Service” and will be deemed to have read, understood, and agreed to be bound by the following terms and conditions stated on this page. These terms apply to all users of this site. If you do not agree/accept all the terms and conditions, privacy policies, and notices stated on this site, then you may not access the website or use any services. Your use and/or access to the website following any changes to the Terms and Conditions will constitute acceptance to those changes.

We will not be responsible and refuse any liability for any third-party involvement. Please review, read, and ensure an understanding of any third-party terms and policies.

You agree to be of legal and minimum age to be using this site and making authorized purchases and/or using services from Maka-Play.

1. Our commitment to being fair:

1.1 Our Terms and Conditions may not list all the provisions of the Consumer Protection (Distance Selling) Regulations 2000, but we are dedicated to ensuring that we abide by all of these regulations.

## 2. Contract:

2.1 The contract between us (you/the consumer and Maka-Play) shall be governed by and interpreted in accordance with the English Law and the jurisdiction of English courts.

2.2 We reserve the right to refuse to supply products and/or cancel the order, to any persons/consumers, in any case of administrative, technical, typographical, and any other error related to prices, quantities, description, promotion/offer, and shipping arrangements, at any time.

2.3 We will send you an email acknowledging your order after you/the customer have placed it. Your order is acceptance and the contract between us (you/the customer and Maka-Play) is concluded when the product you have ordered is dispatched.

2.4 The advertisements of products do not constitute a contractual offer and are merely an invitation to treat.

2.5 You may not use any of our products or information for any illegal or unauthorized purpose. Nor may you, in the use of the service violate any laws in your jurisdiction (including copyright laws).

2.6 You agree not to duplicate, copy, reproduce, sell, resell or exploit any part of the service or product, use/access of the service, and contact on the website through which the service is provided, without expressed written permission by us/Maka-Play.

2.7 We reserve the right to immediately terminate the service to you, should any breach or violation occur of any of our Terms and Conditions.

2.8 If at our request or without our request at any point you send us any specific submissions (for example contest or competition entries), creative ideas, suggestions, plans, proposals, or other materials, whether by email [info@makaplay.co.uk](mailto:info@makaplay.co.uk), online, postal mail, or otherwise (comments/reviews, including reviews on the website), you agree and give consent, that we may, at any time, without restriction, edit, copy, publish and otherwise use any comment made to use. We shall not be under no obligation to (a) maintain any comment indiscretion or privacy; (b) to pay compensation in any form,

for any comments, whether we use the information or not; (c) to respond to any comment, or (d) to use the comment anywhere (social media or website).

2.9 You agree that your comment will not violate any rights of any third parties, including copyright, trademark, privacy, or proprietary rights. We will not be liable or responsible for this.

2.10 In no case at all shall Maka-Play, or any persons within the business be liable for any loss, injury, claim, or any direct, indirect, punitive, incidental, special, or consequential damages of any kind, including without limitation lost profits, lost revenue, lost savings, loss of data, replacement cost or any similar damages, whether based in tort (including negligence), contract, strict liability or otherwise, arising from your (the browser/customer) use of any of the service or any products procured using the service, or any product, including (but not limited to) any errors and omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or product, even if advised of the possibility.

### 3. Products/Services:

3.1 Although we have made every effort to display and describe every product as accurately as possible, we are not responsible if any information made available to you on this site is incomplete, inaccurate, or not current. Please note that a large number of our products are handmade, and therefore dimensions, descriptions, and colors can differ and are given as a guide only, your reliance on these is at your own risk, and will not be our liability. You accept and understand that the colors and images of our products may vary and that we cannot guarantee that your computer/tablet/phone screen display of any color will be accurate.

The material on this site is provided for general information only, should only be relied upon for the sole basis of making decisions. Any information or material relied on, on this site is at your own risk.

3.2 We reserve the right but are not obligated to, to limit any person the sales of our products or services, at any time.

3.3 We reserve the right to withdraw any product from this website at any time and/or remove or edit any material or content on this website.

3.4 We do not guarantee that the quality of any product, service, information, material, or tool on this site, or any material purchased or obtained by you/the customer will meet

your expectations or that any errors in the service will be corrected. We will not be responsible if any of the above does not meet your standards, and we will not be obliged to correct any error if one was to occur throughout the contract/service.

3.5 We do not guarantee or warrant that your service will be uninterrupted, timely, secure, or error-free and we shall not be liable if any of the stated should occur.

#### 4. Use and storage of data:

4.1 Please refer to and read our "[Privacy Policy](#)" page for more information on how we use and store your data.

#### 5. Prices:

5.1 Prices for all our products and services are subject to change without notice. We reserve the right to modify or discontinue any product or service without notice at any time. We do not take or accept any liability/responsibility to you (browser/customer) or any third-party, for any modification, price change, discontinuance, or suspension of any product or service, at any time.

5.2 You may be required to pay for a delivery fee. Our delivery charges are set out on our website, please see "[Delivery and Returns](#)".

#### 6. Payment:

6.1 Payments can be made by the methods provided for you on the MakaPlay.co.uk website and you must be 18 or over to make a payment.

6.2 All prices include VAT (where applicable) at the applicable current UK rate.

6.3 You agree to provide us/Maka-Play with your current and accurate purchase and account information for all purchases made to us. You agree to immediately update your account and any information about you given to us, including your e-mail address, credit/debit card details, expiration dates, billing, and delivery address, so that we/Maka-Play can complete your transaction/service and contact you as and when needed.

6.4 You agree for us/Maka-Play to debit the payment from your chosen method of payment at the time that you place your order.

## 7. Acknowledging your order:

7.1 Following your purchase, you will receive a confirmation e-mail acknowledging your order. Please note a confirmation email is not an acceptance of your order. Your order is accepted from us/Maka-Play, and the contract is concluded only when the order/product is dispatched.

## 8. Right to cancel your order/contract:

8.1 Some certain products/services may be available online in limited quantities and therefore are subject to return/refund or exchange, only according to our Returns Policy.

8.2 You have the right to cancel your order up to 14 days after your order is delivered. You may do this, by contacting us via phone or email or cancelling by making a return on your "[Account](#)", "My Orders" on the website, where purchased the product from. To cancel your order, you must contact us in some form to inform us of this cancellation. You do not need to give us any reason for cancelling, nor will you incur penalties for having cancelled within the time frame stated above.

8.3 You lose the right to cancel and return, after 14 days from the delivery of the goods.

8.4 If you receive an item you did not order, please notify us as soon as possible.

8.5 You must return the goods in the original packaging and condition, with unsealed/broken packaging, with all labels and stickers attached. You can find out how to return on our '[Returns](#)' page.

8.6 Once you have notified us that you have cancelled your order/contract, any sum debited by us from your payment card will be re-credited to your account as soon as possible, please allow up to 20 working days.

8.7 If cancellations occur after the product has been dispatched, the product will need to be returned (for how to return, take a look at our '[Returns](#)' page), the money will only be re-credited when the product/products arrive back to us/Maka-Play.

8.8 If you do not return the goods delivered to you back to us or do not pay the cost of delivery, we shall be entitled to deduct.

## 9. Cancellation by us:

9.1 In the event that we/Maka-Play make a change to or cancel your order, we may attempt to notify you by contacting the e-mail and/or billing address and/or phone number provided at the time the order was made to us. Though we will not be obliged to contact you.

9.2 We reserve the right to refuse any order placed (product or service) with us/Maka-Play for any reason, to any person, at any time.

9.3 If in our sole judgement you fail, or we suspect you have failed, to comply with any term or condition of these Terms and Conditions, we also reserve the right to terminate this agreement at any time without notice, and you will remain liable for all amounts due up to and including the date of termination; and/or consequently may deny you access to our site/and or service.

9.4 These Terms and Conditions are effective until and unless terminated by either us/Maka-Play or you/browser/customer.

#### 10. Delivery of goods to you:

10.1 We/Maka-Play will deliver the goods ordered by you to the address you give us for delivery at the time you make the order.

10.2 Delivery will be made as soon as possible after your order has been accepted by us/Maka-Play. Delivery will be made by 2nd Class Royal Mail postage, at the price of £3.49.

10.3 Once the goods have been delivered to you, they will be held at your own risk and we will not be liable for their loss or destruction

#### 11. Returns:

11.1 We will only accept a return for wrong order, damaged or faulty item. We reserve the right not to offer a refund for goods which you may think are the wrong size or colour.

11.2 You must fully check the item when first receiving it and notify us by e-mail at [info@makaplay.co.uk](mailto:info@makaplay.co.uk) as soon as you find the goods are wrong or faulty and that you wish to return the item.

11.3 You have 14 days to cancel your order. When cancelled, you have 14 days to post back and return the goods to us in order to receive a full refund. When we receive the goods, we will refund you within 14 days.

11.4 We reserve the right not to give a refund for returned goods, if they are not in original packaging and/or are not in re-saleable condition (with all seals and wrapping unbroken, with all tags, labels, and stickers), products have to be unused.

## 12. Damaged or faulty items:

12.1 You should not accept or sign for an order which is visibly damaged upon arrival. If you receive goods which have been damaged in transit, you need to contact us and make us aware as soon as possible. We will then do our best to provide a replacement as soon as we can, but we reserve the right not to for reasons such as the product being out of stock. In a case such as this, you will be entitled to a full refund, which will be processed as soon as the product arrives back to us. When we receive the goods back, we will refund within 14 days.

12.2 In the unlikely event that you receive an item that proves to be damaged or faulty, you must notify us within a reasonable period of time. We reserve the right to only take action when the product arrives back to us and reserve the right to test the product before a suitable course of action is decided upon.

## 13. Use and storage of data:

To find out more about how we use and store your data, please read our Privacy Policy.

## 14. What are my consumer rights?

We at Maka-Play are committed to offering a fair service to our customers, so we adhere to the Consumer Rights Act 2015 and Consumer Protection (Distance Selling) Regulations 2000. If you would like to read further about these legislations, please see <https://www.legislation.gov.uk/ukpga/2015/15/contents/enacted> and <https://www.legislation.gov.uk/uksi/2000/2334/contents/made>.

## 15. Contact:

Any questions about our Terms and Conditions should be sent to us via e-mail, at [info@makaplay.co.uk](mailto:info@makaplay.co.uk).

