

The following pages (together with the documents referred to in them) tells you the terms and conditions on which we supply any of the products (“Products”) listed on our website www.klodhoppers.com and www.klodhoppers.co.uk (“Website”) to you and how we run the Website and treat the personal information which you provide us with (the “Terms and Conditions”). Please read these Terms and Conditions carefully before ordering any Products from the Website. You should understand that by ordering any of our Products, you agree to be bound by these Terms and Conditions.

We reserve the right to change the contents of this Website, including these Terms and Conditions, at any time without notice by posting such changes on the Website. It is your responsibility to familiarise yourself with the Terms and Conditions regularly to ensure that you are aware of any changes. Your use of the Website after a change has been posted will signify your acceptance of the modified Terms and Conditions.

You should print a copy of these Terms and Conditions for future reference.

Please understand that if you refuse to accept these Terms and Conditions, you will not be able to order any Products from our Website.

A - CONTENT

1. INFORMATION ABOUT US

1.1

The Website is operated by Klodhoppers Limited (“Klodhoppers” or “we/us”). We are registered in England and Wales under company number 05373382. Our registered office is 168 Church Road, Brighton & Hove, East Sussex, BN3 2DL. Our VAT number is 860413447.

2. COPYRIGHT

2.1

All copyright and other intellectual property rights relating to this Website and its content including images, text and any other material are owned or registered by Klodhoppers Ltd or one of its licensors.

2.2

You may view, download for caching purposes only, and print pages from the Website for your own personal use, subject to the following restrictions:

- material from the Website is not republished in any form or part, sold or sub-licensed;
- material is not reproduced, duplicated, copied or otherwise exploited for a commercial purpose;
- material is not edited;

and

- material is not redistributed, except for material specifically and expressly noted for distribution.

2.3

For the purposes of this clause Materials shall include, but are not limited to, the design, layout, look, appearance, graphics and documents on the Website, as well as other content such as articles and other text.

2.4

You may not link to this Website from another website unless you comply with the following guidelines:

- links must be to the homepage of the Website;
- you may not create a frame or any other border around the Website;
- the site from which you wish to link must comply with all relevant laws and regulations [and must not contain content which may be considered to be distasteful or offensive]; and
- you must not imply that we endorse or are associated with any other website, product or service.

3. DISCLAIMER OF CONTENT

3.1

Whilst we have taken all reasonable steps to ensure the accuracy and completeness of the information on this Website, it is provided on an “as is” basis and we give no warranty and make no representation regarding the accuracy or completeness of the content of this Website. Further, no warranty is given that the Website shall be available on an uninterrupted basis, and no liability can be accepted in respect of losses or damages arising out of such unavailability.

3.2

Access to and use of this Website is at the user’s own risk and we do not warrant that the use of this Website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection. We accept no liability for viruses. You are recommended to take all appropriate safeguards before downloading information or images from the Website.

3.3

The information contained in the Website has not been written to meet your individual requirements and it is your sole responsibility to satisfy yourself prior to ordering any Products from us that they are suitable for your purposes.

3.4

Any advice given on this Website is for guidance purposes only. Any such advice should not be relied upon or used as a substitute for professional advice on your specific requirements.

3.5

Subject to clause 3.6 in section A below, we shall not be liable to you for any of the following (whether or not we were advised of, or knew of, the possibility of such losses) whether arising from any claim arising out of or in connection with the use of the Website including without limitation under any tort including negligence, for breach of contract, for misrepresentation (other than fraudulent misrepresentation), intellectual property infringement, under any statute or otherwise:

- 3.5.1 any indirect, special or consequential losses;
- 3.5.2 in respect of losses or damages arising out of changes made to the content of this Website by unauthorised third parties;
- 3.5.3 any loss of business, data, profits, revenue, goodwill, use or anticipated savings; or
- 3.5.4 loss or damage to your, or any third party's, data or records.

3.6

We do not seek to exclude or limit our liability to you for:

- 3.6.1 death or personal injury caused by our negligence;
- 3.6.2 fraud or fraudulent misrepresentation;
- 3.6.3 any liability arising under the Consumer Protection Act 1987; or
- 3.6.4 any matter for which it would be illegal for us to exclude, or attempt to exclude our liability.

3.7

Nothing on this Website shall exclude or limit our duties and liabilities under any applicable legislation or any conduct of business rules which we are bound to comply with.

3.8

Except as expressly provided in these Terms and Conditions we exclude all representations, conditions and warranties whether express or implied (by statute or otherwise) to the fullest extent permitted by law.

4. USE OF AND ACCESS TO WEBSITE

4.1

The information, service and Products on this Website are intended for use by residents of the United Kingdom, Scandinavia, Netherlands, Luxembourg, Belgium, Eire, Germany, France, Italy, Spain and Portugal, and are not aimed at or intended for use by residents of any other jurisdiction.

4.2

This Website is designed to be accessed through its principle product home pages and such other pages as we may decide. If you access the Website through individual pages directly, which are not designed for this purpose, you may not see important information which is relevant to a full understanding of our Products and services.

B - SUPPLY

1. SUPPLY OF PRODUCTS THROUGH OUR WEBSITE

The following terms and conditions apply to how we supply any products through our Website.

NOTHING IN THESE TERMS AND CONDITIONS AFFECTS YOUR STATUTORY RIGHTS.

1.1

The Website is only intended for use by people resident in the United Kingdom, Scandinavia, Netherlands, Luxembourg, Belgium, Eire, Germany, France, Italy, Spain and Portugal.

1.2

By placing an order through our Website you confirm that:

1.2.1 You are legally capable of entering into binding contracts;

1.2.2 You are at least 18 years old;

1.2.3 You are accessing the Website from the United Kingdom, Scandinavia, Netherlands, Luxembourg, Belgium, Eire, Germany, France, Italy, Spain and Portugal.

1.3

The prices for Products are inclusive of VAT where applicable but exclusive of delivery charges. If a delivery charge applies to your Order this will be notified to you both during the transactional element of the ordering process and again in the order acknowledgement e-mail that we send to you. Prices and delivery charges displayed are valid and effective only in the United Kingdom. Prices and delivery charges are displayed, charged and settled in Pounds Sterling (GBP). Prices, Offers and Products are subject to availability and may change at any time prior to our despatching your Order and taking payment from you.

1.4

The placing of a Product on our Website is an invitation to accept offers for Products and is not an offer to sell at the listed price nor is it binding on us. We are under no obligation to accept your Order.

1.5

In the event that a Product you have ordered is listed at an incorrect price due to a typographical error, we will notify you of the correct price by e-mail before despatching your Order and taking payment from you, asking you to confirm you still wish to proceed with your Order at the new, correct price. Once we have received your confirmation we will then despatch your Order and take payment using the payment details you have provided us with, in line with clause 2.1.3 below. If you do not confirm that you wish to proceed with the Order within 7 days of the date of our price correction e-mail, we will consider this as a withdrawal of your Order and we will delete your payment details from our system (please see our Privacy Policy for further details about this).

1.6

We will take all reasonable care to ensure that all details, images and descriptions of Products are correct at the time that the information is first put onto our Website. However we cannot guarantee the accuracy of images portrayed on this Website. Colours of actual Products may differ from those in images and this is a product of our photographic process.

2. ORDER ACCEPTANCE

2.1

Orders are submitted via the Website in the following way:

2.1.1 You must add the Product(s) you wish to purchase to your shopping cart and then proceed to the Checkout.

2.1.2 If this is your first purchase on the Website you must first register with us and log in; if you already have an account with us you may enter your log in details to access your account.

2.1.3 Once logged in you must confirm you wish to make an Order and consent to the Terms and Conditions. You will then be asked to input your payment details.

2.1.4 We will then process the payment details you have given us to take payment for your Order and then send you an order acknowledgement e-mail to confirm that we have received your Order. The order acknowledgment e-mail is sent out automatically by us to the e-mail address you register with us.

2.1.5 If for any reason we are unable to fulfil your Order, then all monies will be reimbursed within 30 days of taking the original payment.

2.1.6 You should check all e-mails for accuracy and let us know immediately if there are any errors. None of our e-mails constitute acceptance of your submitted Order. Your Order will be accepted by us when we despatch the Products to you. Title in the Products ordered will pass on delivery.

2.2

If there are any problems with your Order, you will be contacted by a member of our Customer Services Team.

3. PRICES AND PAYMENT

3.1

Payment for all Products must be by credit or debit card. We accept payment with *Mastercard, Maestro, Visa, Delta, American Express* and we shall not acknowledge your Order until we receive authorisation of payment.

3.2

For payment by card, all credit and debit cardholders and bank/building society account holders respectively are subject to validation checks and authorisation. If the issuer of your payment card, refuses to, or does not for any reason authorise or validate the payment, we will not be liable in these circumstances for any delay or non-delivery in respect of the Products which you have ordered as a result.

3.3

By providing the relevant information to us, you specifically authorise us to transmit or to obtain information about you from third parties from time to time, including but not limited to your name, address, telephone number, debit or credit card details, cheque details or credit reports, to authenticate your identity and delivery address for the Products, validate your payment card and obtain authorisations for your payments for Products.

4. DELIVERY

All deliveries are subject to stock availability and authorisation of your payment.

We shall endeavour to deliver the Goods you have offered to purchase within 5 working days after we receive your offer. If there are any delays we will notify you of such delay as soon as possible.

We can either deliver your order to the billing address for the card you use to pay for your order, or you can specify an alternative address such as a workplace, university or friend/family address at the checkout.

UK Standard Delivery is £4.95. However in certain instances where an item exceeds the usual weight/cost parameter, we reserve the right to apply a surcharge. (This would usually apply to winter boots and/or Wellingtons, but this is not an exhaustive list). There may however be an additional delivery charge for deliveries to the Highlands and certain Islands.

Your order will be delivered to you during office hours (9-5pm), Monday to Friday. We are unfortunately unable to specify the time at which the goods will be delivered to you.

A signature will be required on delivery of the goods to you. Receipt of a signature at the delivery address will be proof that the order has been delivered to you. A signature may be obtained from any person at the given delivery address. If no person is present at the delivery address you have provided, the courier may attempt delivery with a neighbour who will be asked to sign on your behalf. Alternatively, your parcel may be delivered to a local Post Office, or returned to the courier's depot and delivery will be attempted at a later date.

Deliveries to the rest of the world

Delivery to all countries in the European Union costs £9.00. Each additional item in your order will cost £3.00

We endeavour to deliver the goods you have offered to purchase within 7 working days from the receipt of your offer. If there are any delays, we will notify you of such delay as soon as possible.

Delivery to the rest of the world costs £15.00. Each additional item in your order will cost £5.00

We endeavour to deliver the goods you have offered to purchase within 7 working days from the receipt of your offer. If there are any delays, we will notify you of such delay as soon as possible.

5. YOUR RIGHT TO CANCEL

5.1

You may cancel your Order for the purchase of Products at any stage before, and up to seven working days after, the Products are delivered to you by notifying us in writing (which includes fax and e-mail) at our address. It is your responsibility to return the Products to us so that we receive the Products within fourteen working days after the date of delivery. If you are cancelling because of any problem with the Products following delivery, please notify us of the problem at the time of cancellation and please refer to clause 7 below.

5.2

If you cancel prior to delivery of the Products we will make a refund to you for the full value of the payment made to us.

5.3

If you cancel your purchase of Products on a "no-fault" basis under your right set out in clause 5.1 above, then you must return the Products to us in accordance with our Returns Policy and you are responsible for the cost of their return to us. The Products should be returned to us unworn and in their original condition, to include the packaging where applicable.

6. RETURNS POLICY

6.1

If you wish to return a Product to Klodhoppers Ltd for whatever reason you must follow our returns procedures (set out below) and return to us the Product we have delivered to you in accordance with these procedures.

6.2

In all circumstances you must firstly contact us within 7 days of receiving your order (or before it is delivered) to advise of your wish to return the Product and cancel your order. This can be done via e-mail – info@klodhoppers.com – or by post – Website Returns Department, 103 Blatchington Road, Hove, East Sussex, BN3 3YG. If you choose to telephone (01273 711132) – **then this must also be followed up in writing by e-mail or post within 7 days of purchase.**

6.3

Where you wish to return Products to us, we will give you a returns authorisation number, which will be sent to the e-mail address you registered with us, following your communication with us further to clause 6.2 above. You should include this

number on your returns note and send it back with your Products. You will find your returns note attached to your delivery note. The returns authorisation number is important as it enables us to refund your payment and deal with your returned Products quickly.

6.4

We recommend that returns are sent via Royal Mail standard service and you must always obtain a Certificate of Posting. You will need to claim from the postal courier you choose, should the returned item(s) be lost in transit.

6.5

If you are not completely happy with the purchase you have made, for any reason at all, then you may return the Product within 14 days of receiving the Product for a full refund of the price of the Product (subject to Clause 6.2 and 6.3). If the Product to be returned is from a single order, we will also refund the initial delivery cost to you. If the Product to be returned is from a multiple order, and you are keeping at least one Product from this order, the initial delivery cost will not be refunded. Please note it is your responsibility to bear the costs of returning the Product to Klodhoppers Ltd in these circumstances.

6.6

If a Product is being returned because it is unwanted or incorrect, please ensure all labels and tags remain attached to the Product. Please ensure there are no marks on the Product. We ask that you try on any shoes you have purchased from us indoors with socks on to prevent any damage to the Products. The return of shoes which appear to be worn outside and have any marks on them will not be processed, unless the Product is found to be defective or damaged upon receipt.

6.7

If you are not completely happy with the purchase you have made, for any reason at all, then you may return the Product(s) within 14 days of receiving the Products for a full refund of the price of the Product(s). To qualify for a refund, the Product must be returned within 14 days of your receiving the Product(s) and in its original condition. Please return the Product(s) with the original packaging we used to send it to you to ensure that the Product(s) is not damaged during transit. Subject to clause 6.4 you shall be responsible for the cost of return to us.

6.8

If the Products are incorrect, we will reimburse your reasonable costs of return and (at your option) replace the Products (where the same or equivalent Products are available) or refund you for the price paid including the delivery charge of any such Products. Products determined as incorrect must be returned complete and in “as delivered” condition. Items received in a box must be returned in the original box.

6.9

If the Products are returned as defective or damaged upon receipt, they will be examined by Klodhoppers Ltd to determine any fault. If the Product is found to be defective or damaged, we will reimburse your reasonable costs of return and (at your option) replace the Products (where the same or equivalent products are available) or refund you for the price paid including the delivery charge of any such Products.

6.10

You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with the obligation, we may have a right of action against you for compensation.

6.11

If you would like to return the Products yourself you can take them to either of our stores. You will only be able to return Products to a store provided that you have complied with all provisions of these Terms and Conditions and have taken with you to the store a copy of your original Delivery Note and the actual payment card used to purchase the Products. Please note you do not need a Returns Authorisation Number if you are returning Products to a store.

7. REFUNDS

7.1

Where you paid for Products by payment card, refunds will be made by re-crediting your payment card account from which the money was originally debited.

7.2

All refunds will be made within 30 working days either:

7.2.1

(where Products have not yet been delivered to you) of our confirmation in writing to you that your order has been cancelled;

or

7.2.2

(where Products have been delivered to you) of the return of the Products to us.

LIABILITY FOR PRODUCTS DELIVERED

8.1

We will be responsible for any losses you suffer as a result of us breaching these Terms and Conditions if the losses were reasonably foreseeable to both you and us when you commenced using the Website, or a contract for the sale of goods by us to you was formed.

8.2

We will not be responsible for:

8.2.1 any business loss including loss of:

- income or revenue;
- profits or contracts;
- anticipated savings;

- data;
- goodwill; or
- wasted expenditure, for example management or office time. Or

8.2.2 any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the Website or when a contract for the sale of goods by us to you was formed.

8.3

Notwithstanding clauses 9.1, we do not limit in any way our liability:

8.3.1 For death or personal injury caused by our negligence;

8.3.2 Under section 2(3) of the Consumer Protection Act 1987;

8.3.3 For fraud or fraudulent misrepresentation; or

8.3.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

9. DATA PROTECTION

9.1 We will treat all your personal information that we collect in connection with your Order in accordance with the terms of our Privacy Policy.

10. NOTICES

10.1

All notices given by you to us must be given to Klodhoppers Ltd (103 Blatchington Road, Hove, East Sussex, BN3 3YG). We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

11. VARIATION

11.1

You will be subject to the policies and Terms and Conditions in force at the time that you order Products from us, unless any change to those policies or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to Orders previously placed by you), or if we notify you of the change to those policies or these Terms and Conditions before we take payment from you and despatch your Order to you (in which case we have the right to assume that you have accepted the change to the Terms and Conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

12. COMPLAINTS POLICY

12.1

In the event that we fail in meeting our high standards of customer services please do not hesitate to contact us via e-mail or by post to: Klodhoppers Ltd, 103 Blatchington Road, Hove, East Sussex, BN3 3YG. We aim to acknowledge your communication and to start our investigations within five working days following our receipt of it. We will do our very best to deal with your complaint as soon as possible and make every effort to reach a satisfactory conclusion on your behalf in order to retain your valued custom.

13. LAW AND JURISDICTION

13.1

These Terms and Conditions are governed by English law and only the English courts will have exclusive jurisdiction with respect to any dispute arising under or in relation to them.