

Terms & Conditions

Welcome to the Works of Wisdom website. This website and our app are operated by Works of Wisdom for all purposes. Access on finance provided by Klarna. Works of Wisdom is a company whose registered office is at:

Piccadilly Business Centre
Unit C Aldow Enterprise Park
Blackett Street
Manchester
M12 6AE

Works of Wisdom is a company registered in England and Wales.

Terms and Conditions of our Website

These terms and conditions are provided by Works of Wisdom, its subsidiaries and associates (referred to as Works of Wisdom, 'us', 'our' or 'we' in these terms) and set out the terms and conditions under which you may use our website. Your use of this website constitutes acceptance of these terms and conditions. If you do not accept the terms and conditions, then you may not use the website.

These terms and conditions may be revised at any time by us updating the website. Changes to these terms and conditions will be effective immediately when they are posted on the website. We reserve the right to close the website at any time, and to amend or correct any website content, with or without prior notice.

Our Privacy Policy can be found on our privacy page. Our privacy policy supplements these terms and conditions and by using our website you will be deemed to have read and accepted our privacy policy. We consider and confirm that all and any linked content to other documents and/or areas of our website form part of our Terms and Conditions.

Access to Website Content / Copyright

We are the owner (or licensee) of all copyright, trade marks and all other intellectual property rights in our website or mobile app (as applicable), and in the material and/or content published on it. You are permitted to use such material and/or content only as expressly authorised by us (or our licensors).

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You may not systematically extract and/or utilise parts of the content of our website and/or app. In particular, you may not, without our prior written permission:

- redistribute or modify any of the content
- remove any copyright or trade mark notices from any copies of the content
- utilise any data mining, robots or similar data gathering and extraction tools to extract for re-utilisation of any parts of the website
- create a database in electronic or structured manual form by systematically downloading and storing all or any of the content of our website

Your Account

If you use our 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. We shall not be liable to any person for any loss or damage that may arise as a result of your failure to keep your password and account protected. Please ensure that your personal details are up to date. We reserve the right to refuse access to our website, terminate accounts, remove or edit content or cancel orders at our discretion. If we cancel an order, you will not be charged.

Website Errors

We endeavour to present the most recent, most accurate and most reliable information at all times. However, there may be occasions when some of the information featured may contain incomplete data, typographical errors or other inaccuracies. We try to ensure that all pricing is accurate but

occasionally an error may occur and goods may be incorrectly priced. Any errors are wholly unintentional and we apologise if erroneous information is reflected in the price or availability.

We will not be obliged to supply goods at the incorrect price. 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 prior notice.

We have made every effort to display the products featured as accurately as possible. However, the colours we use, as well as the display and colour capabilities of the equipment you use to view our website, may affect the colours you actually see on the screen. We cannot guarantee that your equipment’s display of any colour, texture or detail of products will be accurate/the same as the actual product.

Website Access

Given the unpredictability of technology and the online environment, we do not warrant that the function or operation of our 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 our website may 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 our website, you agree that your access is undertaken at your own risk and it is your responsibility to ensure that you have the right equipment and software to safely access our website and/or app. We shall not be liable for damages or losses of any kind that you may incur from our use of or inability to access our website and/or app.

Terms and Conditions of Sale

The technical steps required to create the contract between you and us for online purchases are as follows:

- You place the order for your products on our Website by pressing the confirm order button at the end of the checkout process. You will be guided through the process of placing an order by a series of simple instructions on the Website.
- We will send to you an order acknowledgement email detailing the products you have

ordered. This is not an order confirmation or order acceptance from Works of Wisdom.

- As your product is shipped from our warehouse we will send you a dispatch confirmation email.
- Order acceptance and the completion of the contract between you and us will take place on the dispatch to you of the Products ordered.
- You will be separately notified in the event that we do not accept your order, or where you have otherwise cancelled your order.
- A contract is formed between us when (and not before) we dispatch your order.

By placing an order with us you agree that:

- Any information provided by you will be true, accurate, current and complete
- You are the authorised holder of any credit or debit card you may use on the website
- You will notify us immediately of any changes to any information you have submitted to the website
- We may collect, store and use information about you in accordance with our Privacy Policy
- You will only use the material on the website for your personal use only, and not for any commercial purpose whatsoever
- By clicking Confirm Order you are confirming your acceptance of these terms and conditions and that you are giving us permission to pre authorise your account upon order and debit your account upon dispatch / collection.
- E-mails sent will be deemed as read, it is your responsibility to ensure that the email address supplied is accurate and capable of receiving our e-mails
- You have read and accept all terms and conditions including in particular the terms in relation

to Price and Promotions, Shipping and Delivery, Contract Cancellation, Returns and Refunds and Data Protection.

- Products are for family domestic use only

Purchasing of age restricted products

Persons placing orders for the purchase of products on the Site, confirm that they are of the appropriate age to receive and view the specified certification of the title(s) so ordered.

Any person ordering a product for a third party hereby certifies the intended recipient of the order is of the appropriate age to receive and view the specified certification of the title(s) so ordered. We reserve the right not to supply any age-restricted product where We reasonably believe that a customer is below the relevant minimum age.

Resale of our Products

Products are provided for personal, domestic and private use only.

If we reasonably believe that you are buying products from us with the intention of reselling them or in circumstances where it appears that bulk buying, reselling, drop-shipping or repeated orders for the same item/s are occurring, we may:

- refuse to accept your order; or
- cancel your order; or
- accept your order subject to agreeing additional or alternative terms with you (see below); and
- treat your order as though you are buying products in the course of your business.

In such circumstances, any rights that are granted only to a 'consumer' under consumer protection legislation shall not apply to you.

Additional and alternative terms which shall apply to such orders shall include:

- Consumer rights to cancel the contract within 14 days shall not apply;
- If the products are faulty or misdescribed, you may return them to us within 7 days. Where you use our returns service, you shall be charged the postage or other cost of returning any products to us (even where those products are faulty or misdescribed). We shall also charge you a reasonable handling fee for processing your return. Returns received after 7 days will not be processed.
- You will not be permitted to order products which are subject to promotions or special offers.

We reserve the right to vary these terms and conditions at any time but, in respect of any ordered goods, the terms and conditions which apply shall be those which the customer has accepted when an order has been placed. Once an order is placed customers are deemed to have read and agreed to the terms and conditions. Any errors regarding website based information, quotation, price list, acceptance of offer, invoice or other documentation or information issued by us may be subject to correction without any liability on our part.

Price and Promotions

The price displayed at time of purchase is the price you will pay and will in general not be affected by price increases or decreases. We are unable to offer a discounted price should the price of an item decrease after you make your purchase.

All voucher and discount codes must be entered on the 'Shopping Basket' page before proceeding to the checkout and cannot be applied if not entered at time of placing the order. If a code does not apply a discount please check the valid dates. Please ensure you read the terms and conditions of each voucher and discount code as they may vary.

Contract Cancellation

Due to the quick turnaround of orders we are unable to amend an order once it has been placed. Customers must ensure they check their order carefully before submitting it.

Please note that you are entitled to cancel this contract if you so wish provided that you exercise your right and notify us no longer than 14 working days after the day on which you receive the Products.

If you wish to exercise your right to cancel this contract we will refund the original purchase price, provided that you have notified us in writing no longer than 14 working days after the day on which you receive the Products, that you have taken reasonable care of the Products and they remain unused and unopened. Please see our Returns policy for further details.

Please note that your right to return Products does **not** apply to Products which fall into the following categories unless they are faulty or not clearly as described – Unsealed CDs, DVDs, tapes or other recording media, video games and consoles and certain nursery items for hygiene reasons and any personalised Items. This does not affect your statutory rights.

Shipping and Delivery

We are delighted to offer a number of different shipping and delivery options to cater to our customers' requirements. We try to offer the best and most competitive shipping rates and any charges are only covering the cost of shipping as incurred by us from our third party delivery service providers. Where possible, we subsidise the shipping charge and do not pass this on to our customers. Warehouse handling times are between 1-2 Business days to process and ship your order and between 2-5 days for delivery depending on the delivery option you choose.

Stock Outs

Usually everything displayed on our site as In Stock is present in our business and available for immediate sale.

In the unlikely event that any ordered goods are not readily available to us, we reserve the right to cancel your order. You will receive an email notification of any order cancellation as a result of stock out confirming that any pre-authorisation has been released and/or payment refunded for the goods in question, in line with our Payment Terms. To the extent that the out of stock item forms part of a larger order, all other goods ordered by the customer will be dispatched in the normal way.

Returns

We are happy to exchange or refund goods if returned within 14 days of purchase, provided the goods are unused, unopened, in their original condition and packaging with all materials, manuals and accessories intact except personalised items are non returnable. All returns must be accompanied by a valid online order reference (#####) number. Our returns policy does not extend to computer or

games software where the seal has been broken or Nursery items or personalised items.

Refunds

We aim to process all refunds as quickly as possible. During our busy season (October through to December) please allow up to 14 working days for refunds and replacements to be processed. All refunds will be made using the same payment method where goods were purchased in store and using the same card used to place the order online.

The customers' statutory rights are not affected.

Please note that the time taken to process a refund and/or release any pre-authorisation taken on your card may vary depending on your bank or credit card provider. In our experience, it can take up to 7 days. This processing time is completely outside of our control and any delay is not on the part of Works of Wisdom.

Data Protection

Your privacy is very important to us. We will never release your personal details to any company outside of works of Wisdom for mailing or marketing purposes. We confirm that your personal information will only be used in accordance with our Privacy Policy.

Description of Products

We take all reasonable care to ensure that all details, descriptions and prices of products appearing on the website are correct.

Payment Terms

We accept the following payment methods:

Online:

- Gift Card
- Visa

- MasterCard
- Visa Debit
- American Express
- Clearpay

We do not accept the following payment methods Online:

- Cheques or postal orders
- Eurocheque
- International debit cards
- Purchase orders
- One for All Vouchers
- Love to Shop Vouchers

To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can be assured that this is done only to confirm your identity. Works of Wisdom do not perform a credit check and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998. For more information, please see our Privacy Policy.

Gift Cards

EGift Cards can be used online. All GBP cards can be used on our website.

Please note: Unfortunately, gift cards cannot be used as a payment method for items on pre-order, eGifts cards or electronic downloads.

We do not give any warranty, condition, guarantee or representation, express or implied, relating to the information contained on this website or on any website to which it is linked. We make no representations or warranties concerning the accuracy, completeness or suitability for any purpose of the information and related graphics contained on this website, or on any website to which it is linked.

Safety & Regulations

Safety is our first priority at Works of Wisdom and all our products are tested to the relevant safety standards. Please ensure that you check the labelling on the packaging, which indicates the age group for which the product is suitable. Please take note of any other warnings or recommendations and keep toys intended for older children well away from younger children. Toys make an essential contribution to child development. To ensure the best experience for our children, keep in mind the following Toy Safety Tips:

Before purchasing your toy:

- Read all warnings and instructions
- Look for the CE mark, confirmation that the toy complies with all EU safety rules, which are amongst the strictest in the world
- Choose toys suitable for the child's age, abilities and skill level
- Follow the age recommendation
- Do not buy toys with small detachable parts for children under 3 years of age

After purchasing your toy:

- Follow carefully the instructions for proper toy assembly and use

- Keep an eye on children as they play
- Check toys from time to time for breakage or wear and remove broken toys immediately
- Remove all packaging