

Right to Cancel

You have the right to cancel any sales contract for our 'Ready To Ship' goods and select other goods on our site within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. If the end of the cancellation period is delayed due to delays in delivery of the item, it is up to you to show that the items arrived later than anticipated. Generally the cancellation period will end 16 days after dispatch of goods for UK orders and 20 days after dispatch of goods for non-UK orders.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement in e-mail to sales@impact-toys.com

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of Cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

We will make the reimbursement without undue delay, and not later than-

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods except in those cases where the cancellation of the contract and return of goods is due to a fault with the goods, where we will reimburse the return postage not beyond the cost of the cheapest appropriate postage option.

Circumstances excluding Cancellation

The supply of goods that are made or modified to your specifications or are customised or personalised-

- (a) any toy from our custom range including but not limited to custom floggers, custom whips, custom dragons – the only toys excluded from this provision are those purchased via the 'Ready

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To Ship' page where the goods have already been made prior to purchasing.

(b) any toy from our 'Ready To Ship' collection that has been modified for you, including but not limited to changes to the knots and conchos, changes to the falls, shortening of the toy or other modifications

(c) any toy or accessory that is made to order for you, including but not limited to themed toys and plaited dyneema crackers.

All goods that are made or modified to your specifications or are customised or personalised are excluded from cancellation in all circumstances-

(a) if there is a problem with the goods including but not limited to damage in transit, a fault in the construction or loss in transit, an appropriate replacement or repair will be offered free of charge

(b) all waiting times for custom and modified goods are given as estimates only and will typically be longer than 30 days – our waiting times do not signify a promise or contract to provide goods by a given date

(c) these goods are subject to wear and tear due to their nature and use, which does not constitute a fault or problem with the goods and any repairs or replacements offered due to wear and tear will be at your expense

(d) any goods that are damaged as a result of misuse or mishandling will be repaired or replaced at your expense

Goods accepted by you within 14 days after you or a third party other than the carrier and indicated by you acquires, physical possession of the goods-

(a) acceptance is determined if the goods are used or handled other than what is necessary to establish the nature, characteristics and functioning of the goods – we determine that, due to the nature of our goods and the potential for second hand goods to pose a hygiene risk, any goods that are used on yourself or another person, that are taken out to a club/party or mixed in with your existing toy collection are deemed to have been accepted by you

(b) acceptance is also determined if you explicitly express acceptance and satisfaction with the goods in writing to us

(c) exclusion from cancellation by acceptance applies to all goods, including those not as described, damaged and incorrectly sent

(d) all goods that are damaged or not as described are subject to the 14 day cancellation period and any goods outstanding from this date are deemed accepted as is

We may on occasion accept the return of used or explicitly accepted goods but reserve the right to deduct an appropriate amount determined by us from the reimbursement.

Notes on Cancellation

In order for us to fairly and efficiently process your cancellation and reimbursement, please ensure that-

(a) all goods are opened and inspected as soon as possible after delivery

(b) any delayed deliveries are noted and evidenced

(c) all goods are handled as little as possible and only enough to ensure the nature and functioning of the goods prior to acceptance of the goods

(d) goods are not dirtied, contaminated, used or mishandled

(e) all goods to be returned are appropriately packaged to protect them from physical damage and contamination in transit

(f) all goods to be returned are appropriately insured by the chosen postage provider (any loss or damage of the goods while in transit to be returned is the responsibility of the consumer)

(g) we are notified of all returns and goods are only returned directly to us by delivery to an appointed returns address

(h) all goods to be returned are sent via a postal service that requires a signature on delivery

Passing of risk

- (1) A sales contract is to be treated as including the following provisions as terms.
- (2) The goods remain at the trader's risk until they come into the physical possession of—
 - (a) the consumer, or
 - (b) a person identified by the consumer to take possession of the goods.
- (3) Paragraph (2) does not apply if the goods are delivered to a carrier who—
 - (a) is commissioned by the consumer to deliver the goods, and
 - (b) is not a carrier the trader named as an option for the consumer.
- (4) In that case the goods are at the consumer's risk on and after delivery to the carrier.
- (5) Paragraph (4) does not affect any liability of the carrier to the consumer in respect of the goods.

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