

# **TERMS & CONDITIONS OF BUSINESS**

## **THE GAME XCHANGE LTD t/a PARTY WHOLESALERS**

### **1. THE CONTRACT**

1.1 For the purposes of this contract, hereafter Party Wholesalers shall be described as the "Supplier" and the entity placing an order shall be described as the "Customer"

1.2. Party Wholesalers is a trading name of The Game Xchange Ltd.

1.3. There can be no variance to these Terms and Conditions of Business (the Contract) whatsoever unless varied by written documentation and signed by an authorised signatory of the Supplier.

1.4. The placing of an order by a Customer shall be deemed as confirmation of acceptance of these Terms in their entirety. Any subsequent verbal orders will be bound by these Terms.

1.5. The Supplier will only accept orders with a minimum value of £50.00 excluding VAT

### **2. DELIVERY**

2.1 All dates given by the Supplier for delivery are estimated dates only and therefore the Supplier shall incur no liability for any loss, consequential losses, or damage whatsoever as a result of a failure to adhere to any such dates.

2.2 The Supplier shall be entitled to make partial deliveries, invoice for goods delivered and expect payment in accordance with their terms of payment.

2.3 All orders over £100.00 ex VAT are free of carriage charges where the delivery address is in the UK.

2.4 All goods supplied for destinations outside the United Kingdom are sold ex-warehouse and acceptance by a carrier on behalf of the Customer shall constitute delivery of the goods, insurance and risk liability shall pass to the Customer at this point.

2.5 It is the Customers responsibility to inform the Supplier of any short delivered or damaged goods. Notification of such items must be given to the Supplier within 3 working days from the date of delivery otherwise the Supplier reserves the right not to consider such items for refund/credit.

2.6 Items accepted by the Supplier, as delivered damaged must be returned within 14 days from the date of the notification. The Supplier will only accept items for refund/credit if they are returned in the original boxes/packaging together with a written explanation of the reason for the return and a copy of the invoice they were delivered against. The Supplier cannot be held responsible for any reason whatsoever for the non-receipt of any such returns.

2.7 Our website links directly to our stock system. This means that items shown are in stock in our warehouse at the time you place your order. However there may be certain situations where items become unavailable. In the unlikely event of this happening we

will inform you by email if any items you have ordered are unavailable. Please note you will not be charged for items not sent to you.

### **3. PRICES**

3.1 All prices quoted are exclusive of VAT and are subject to the prevailing rate of VAT at the date of invoice.

3.2 All prices quoted apply to a specific order only and are subject to change by the Supplier.

3.3 Unless varied in writing, all prices are quoted exclusive of all carriage charges.

### **4. TERMS OF PAYMENT**

4.1 The Supplier shall at its discretion render invoices as at the date of dispatch or the date when an order is completed, and for such goods that are available for collection/dispatch. All orders accepted by the Supplier are on a pre-payment basis and are due for immediate payment upon receipt by the Supplier of an order or just prior to the despatch of the goods ordered unless agreed in writing by the Supplier.

4.2 All remittances received will be allocated to invoices and credited to the Customers' account in chronological order.

4.3 All amounts overdue for payment due to the Supplier shall, at the Suppliers discretion bear interest at the rate of 2% per month, compounded, for the period from the date of invoice to the date of settlement. (Such penalty shall apply regardless as to whether Judgment in a Court of Law has been obtained). Should an account be unpaid after 45 days the Supplier reserves the right to place such accounts into the hands of their recovery agents or solicitors for collection procedures, costs of such procedures shall be borne by the Customer.

4.4 In the event of the Supplier having any indication of the Customer being unable to settle its accounts as and when they fall due, notwithstanding any other remedies, all amounts due to the Supplier shall become payable in full immediately. In addition the Supplier reserves the right to uplift goods supplied to mitigate amounts due to it and shall assess such goods and credit such values, as it deems reasonable.

4.5 In the event of a payment being returned by the bank the Supplier reserves the right to levy an administration charge to cover its extra banking charges.

### **5. TITLE AND RISK**

5.1 Risk and therefore responsibility for insurance of all items supplied shall pass to the Customer upon delivery within the United Kingdom.

5.2 Title of items supplied by the Supplier does not pass until all outstanding amounts due to the Supplier, for any reasons whatsoever, have been settled in full, including any penalties for late payment accruing under these Terms or as varied by Government Legislation.

5.3 No goods are supplied on a "sale or return" basis unless agreed in writing by the Supplier.

## **6. WARRANTY**

6.1 The Supplier warrants that all goods supplied are to the best of their knowledge of merchantable quality, correctly licensed, fit for the purpose for which they are supplied, conform to all current safety regulations and are free of any defects due to materials, design, or workmanship.

6.2 Should the Supplier accept the validity of any claim, total liability shall be limited to the replacement of such items or their monetary value. The method of settlement of any claim is at the discretion of the Supplier. No third party claims will be entertained whatsoever.

6.3 The Supplier reserves the right to make alterations in design, colour, finish, or content of the goods sold from the samples shown or displayed in brochures and catalogues whether hard copy or on their website. All goods are supplied subject to availability.

6.4 The Supplier will use his best endeavours to supply final products to the same specification as proofs or samples; however no guarantee is expressed or implied.

6.5 The Supplier at all times reserves the right, notwithstanding any other remedies available to it, to refuse to supply and/or suspend further deliveries and/or stop goods in transit or fulfil any other obligations of this contract without having to give a reason, whether or not the Customer fails to fulfil any of its obligations under this contract.

## **7. LIABILITY**

7.1 In the event of insolvency, liquidation, receivership or bankruptcy of the Customer notwithstanding any other remedies available to the Supplier clause 5.2 of this contract applies.

7.2 The Supplier has no liability to the Client for consequential loss whatsoever such reasons shall include (but not inclusively) short, late or incomplete deliveries or damaged goods.

7.3 The Supplier shall not be held responsible to the Customer and therefore has no liability to the Customer whatsoever for any non-performance whatsoever in whole or in part of its obligations as conferred under the Terms of this contract for any reason or cause beyond its control. Such reasons shall include (but not inclusively) strikes, lockouts, disruption of power, transport, materials or fuel supplies, acts of war and civil disturbance.

## **8. CANCELLATION**

8.1 Should the Customer decide at any time after placing an order, to cancel or change their instructions, the Supplier shall, at his discretion, be entitled to invoice as if the order had been fulfilled in its entirety, such entitlement shall be in addition to other rights conferred upon the Supplier as contained in these Terms. In the event for whatever reason we accept your cancellation there will be 10% surcharge for administration and handling charge plus vat.

## **9. DATA PROTECTION**

9.1 The Supplier deems that permission for credit vetting procedures has been granted by the Customer, either upon the receipt by the Supplier of a form applying for a credit facility or by any order placed by a customer. Credit-vetting procedures may include the use of third party databases and other information.

9.2 The Supplier will hold all information collected about the customer for their own use only, however it reserves the right to share the information including any credit information gathered about the Customer with any third party employed or acting as agents of the Supplier.

## **10. THIRD PARTY INTELLECTUAL PROPERTY**

10.1 All intellectual property rights including but not exclusively copyright, trademarks and images belong to the manufacturers, and distributors and any imagery may not be copied or used without the authority of the licensed owner of such intellectual property.

## **11. PRODUCT DETAILS**

11.1 Whilst we have taken great care to ensure that all the information including images are as accurate as possible, we do not accept any liability for errors, inaccuracies or omissions. There may be slight variation in colours, images or packaging.

## **12. PRIVACY POLICY**

12.1 Party Wholesalers is committed to ensuring that your privacy is protected and that we only collect necessary information in order for you to trade with us. All the data that we collect about you (personal) or your business is lawful and in accordance with the Data Protection Act 1998.

12.2 In order to trade with Party Wholesalers you are required to complete on line registration form. The online registration form requires users personal and Business details, e.g. Full name, business name, postal address, vat number, email address, telephone number. Party Wholesalers uses third parties e.g. transport companies in order to deliver the goods but who have limited personal information to perform their functions but may not use the information we provide for any other purposes.

12.3 The information that you provide us to fulfil your order, enquiry or you have signed up for our email newsletter, we will not provide your personal information (i.e. information you supply that identifies you) to any external third party without your consent, or unless we are required to so by law.

12.4 In order to administrate your account it may be necessary to pass your information onto employees and agents of the Group with regards to accounts, deliveries, products and services and passing it on to a technical partner to carry out processing of your personal information on our behalf.

12.5 We do not make your personal details available to companies outside Party Wholesalers for marketing purposes, although our representatives and agencies may hold your data so that your details can be kept up to date, your orders processed and emails sent on behalf of Party Wholesalers.

12.6 By using our website, you consent to the collection and use of personal information by Party Wholesalers. If we decide to change our privacy policy, we will post changes on this page so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it.

12.7 If any information that you have provided us changes please let us know the correct details by emailing us at [info@partywholesalers.net](mailto:info@partywholesalers.net)

12.8 Unsubscribing. If at any time you want to know what information Party Wholesalers holds about you please contact us and we will provide you with details of all the information we hold about you. If you want to remove the information at any time, please contact us and we will do so. If you have previously registered to receive our email newsletters you can remove your email address from the list by using the links in the emails we send you.

### **13. DATA SECURITY**

13.1 We endeavour to take all reasonable steps to protect your personal and business information. All the data collected by us is stored on secure servers, we cannot guarantee that any data sent over the internet is completely secure. However, we have put in place various security procedures including firewall security and pass word protection. Our secure server software encrypts all of your personal information preventing it being accessed or read by any third party.

13.2 Credit Card and Debit Card Payment. Do not send credit/debit card details by email as this is not secure, use our secure order payment service in the online shop. In the event of unauthorized card use please contact your card issuer immediately. It will be users' responsibility to keep their account details and password securely and safely

### **14. COOKIES**

14.1 Cookies- You should be aware that information and data may be automatically collected through the use of 'cookies'. A cookie is a text file that tracks our users' navigation of the site and stores that information on the hard drives. This allows us to understand our users' habits and preferences which enable us to customise our services for our users to provide and enhanced user experience. If you do not want a cookie to be created by your PC, certain web browsers provide an option to disable them. Please be aware that some services on this website may not be available if you choose to disable cookies.

### **15. RESTRICTED USE**

15.1 You do not have the right to pass on any information to third party or competitors of Party Wholesalers

### **16. LAW**

16.1 This agreement is governed by the Laws of England and Wales

## **Frequently Asked Questions**

### **1 Trade Registration**

#### **2 Ordering**

How to place an order?

Which currency are prices quoted in?

Can I place additional order or make additions to my original order?

How do I check stock availability?

What if I need more stock than that available on your web site?

Do I receive order confirmation?

Can I cancel my order?

What do I do if I have not received my order?

What is the transport cost to destination outside the UK?

Can I arrange my own collection?

Can I save my orders for future processing?

#### **3 Returns**

What do I do with items that we have received is damaged or incorrect?

Returns Policy

How do return the item?

When do I get a refund or a credit note?

#### **4 Payments**

How do I pay for my order?

What currency do I pay in?

What payment options do I have?

My Credit/Debit has been declined, what do I do?

#### **5 Delivery**

What is the minimum order value?

Who will deliver my order?

Do I receive tracking number of my consignment?

What are the delivery hours of our consignment?

Can I request a specific delivery times?

Can I request a different delivery address then the one registered on line?

Can I request multiple delivery address?

What if I want to change my delivery address?

Can I collect my order?

What are the delivery hours of our consignment?

What happens if there is no one when delivery arrives?

What happens if the consignment is returned to Party Wholesalers by the courier?

There are items missing form my order?

#### **6 Product and related queries**

How do I find out about new products?

How do I find out special offers?

Where can I find further information about the product?

I need product images whom shall I contact?

## 7 Export Orders

Do I need Vat number?

What will the freight cost be for international destination?

Will the consignment be securely packed?

Will the consignment be packed on a pallet?

When can goods be shipped or collected?

Can I arrange collection?

What information will you need if I am arranging collection?

What documents will you provide?

What documents do you need?

Do we have to pay duty?

## 8 Contact details

## 9 Your Comments and Suggestions

### 1 Trade Registration

We only supply to trade customers and not end consumers we do not offer drop shipment either.

If you are a trade customer you need to go on line **www.partywholesalers.net** and complete trade registration form. Once we verify and approve your application we will activate your password and send you an email confirming this. You will then be able to view all the products and prices. Please see our terms and conditions including minimum and carriage paid orders.

### 2 Placing your order

You will need to login every time you would like to place an order. Once you have successfully logged in you will be able to browse the web site using many search criteria. There are links to browse and more detailed product-specific searches in the navigation bar. When you find an item that interests you, click on the item to view more details.

Which currency are prices quoted in?

All prices are quoted in pound sterling.

#### **Add items to your shopping basket**

To order an item from [www.partywholesalers.net](http://www.partywholesalers.net) click the 'Add to Basket' button on the item's product detail page and select the quantity you require. Use the basket's top navigation bar, search box or the 'Continue shopping' button to keep searching until you have added all the items you want to buy to your basket. You can view the contents of your basket at any time by clicking the 'Your Basket' button at the top of every page of our website

#### **Go to checkout**

Once you have reviewed all of the items you've placed in your Basket and are ready to place an order click the 'Go to checkout' button. You can now pay for your online order using Visa, Visa Electron, MasterCard, Delta, Switch, and Maestro cards

#### **Order Summary**

Check the accuracy of all of the information you have provided and make any necessary adjustments.

When you are ready, click the 'Place Order' button to submit your order. Once you place your order, we will send you a confirmation email. We will send you another email message at the time of dispatch.

**Can I place additional order or make additions to my original order?**

Once your order has been placed it goes to our picking and packing department. Because we aim to ship all UK orders within 24 hours, it is very difficult to add to your original order. All further orders/additions are treated as separate orders and in priority of orders received, and we are unable to make changes to your original order.

**How do I check stock availability?**

Our web site has livestock quantities.

**What if I need more stock than that available on your web site?**

If you need additional stock then the quantities available on our web site, please send us an email with your full contact details, we may have more stock inbound.

**Do I receive a confirmation once I have placed an order?**

Once your order has been successfully placed you will receive an order confirmation stating products, costs and any other charges that may apply.

**Can I cancel my order?**

If you cancel your order there will be an administration and handling charge. Please refer to terms and conditions. This applies to all orders including orders placed via an email to Party Wholesalers

**What do I do if I have not received my order?**

We generally aim to dispatch your goods within 24 hrs of receiving your order. We use DPD & Parcel Force for UK deliveries, and generally goods are scheduled for delivery next working day. Once your goods leave our premises we will email you your tracking number for parcel force. You will be able to check the progress of your consignment. If for some reason you have not received your consignment please contact our customer services at [info@partywholesalers.net](mailto:info@partywholesalers.net) who will be glad to help you. All orders outside the UK will vary in delivery times; we use several freight companies depending on the destination. As usual we will email you full details of the transport company including tracking number.

**What is the transport cost to destination outside the UK?**

This will depend on a number of factors including, size, weight, volume, destination and the service required. But we will instruct you the transport cost for you to decide.

**Can I arrange my own collection?**

Yes you can arrange your own collection. Please liaise with our customer services department.

**Can I save my orders for future processing?**

Yes you can save your orders for future processing. You can prepare a wish list to convert into future orders.

### **3 Returns**

All goods are sold on firm sales basis and not on sale or return basis.

**What do I do with items that we have received is damaged or incorrect?**

If you receive an item that is damaged or incorrect you must first immediately send us an email, please refer to our stand terms and conditions.

On certain occasion you may need to return goods to us because they are faulty, damaged or incorrect. In this instance you must first request authorization to return from our customer services department, with all the relevant details, including invoice number, description of the product, product number and reason to return the item.



If the item you receive is damaged we will need an image to be emailed to [info@partywholesalers.net](mailto:info@partywholesalers.net) once we verify the damage item we may request you to follow the returns procedure as above.

We will not credit any goods that have been returned to us without the authorization code.

Once a returns note has been issued, you must return the goods in its original packaging, once we are satisfied with the item(s) returned to us will refund the original priced charged plus postage.

#### **How do return the item?**

You must post the item to the following address:

The Game Xchange Ltd T/A Party Wholesalers, Unit 5 & 6, Abercorn Commercial Centre, Manor Farm Road, Wembley, Middlesex, HA0 1AN

Please use the most economical transport method to return the item(s) and it will be your responsibility that the goods arrive at the above address. We cannot issue any refunds for authorized returns if they do not arrive at the above address.

#### **4 Payments**

##### **How do I pay for my order?**

You can pay for your order online during the checkout process, by PayPal, Debit Cards and Credit Cards. We accept the following Debit and Credit cards: Visa, MasterCard, Visa Electron, Delta, Switch, Solo, and Maestro card.

##### **What currency do I pay in?**

All payments are to be made in pound sterling.

Alternatively you can arrange for bank transfer, goods cannot be dispatched until there are clear funds in our bank account.

##### **My Credit/Debit card has been declined, what do I do?**

Try re-submitting your order using a different payment card. If this doesn't work you will need to contact your card issuer or bank to find out why your card was declined.

#### **5 Delivery**

##### **What is the minimum order value?**

The minimum order value is £50.00 plus vat. We are unable to process order value under £50.00 plus vat. Any order value under £100.00 plus vat is subject to £7.95 postage and packaging charge. Order value over £100.00 plus vat is delivered free to one UK address.

##### **Who will deliver my order?**

Orders in the United Kingdom are generally delivered by DPD & Parcel Force.

##### **Do I receive tracking number of my consignment?**

As soon as your consignment leaves our premises you will receive an email with the tracking number of your consignment. You can log on

<https://www.dpd.com/tracking>

<http://www.parcelforce.com/portal/pw/track?catId=7500082>

to track status of your consignment.

##### **What are the delivery hours of our consignment?**

Delivery times are generally between 9.00am to 5.00pm Monday to Friday. No deliveries are scheduled for bank or public holidays.

##### **Can I request a specific delivery times?**

You can request specific delivery slots, am, pm, or deliver before certain time, but there is additional cost for this service. Please contact our customer services department.

##### **Can I request a different delivery address then the one registered on line?**

To avoid fraudulent activity we prefer to deliver goods to registered address.

**Can I request multiple delivery address?**

You can, provided this meets our minimum order and carriage values.

**What if I want to change my delivery address?**

You cannot change your delivery address once your order has been placed. We can change your delivery address on your next order. You need to login and use the edit function to change your details.

**Can I collect my order?**

You can arrange collection from our warehouse provided there is prior arrangement and payment has been confirmed. Please note a formal identification will be required when goods are collected. Our responsibility will end once collection has been done.

**What happens if there is no one when the delivery arrives?**

Deliveries will usually be made on Monday to Friday excluding bank holidays. If you or the intended recipient is not in when the delivery attempt is made, our courier will leave a card confirming that they have tried to deliver. Please follow the instructions on the card to arrange redelivery or collect your order.

**What happens if the consignment is returned to Party Wholesalers by the courier?**

If the courier is unable to deliver the consignment and returns the consignment to our warehouse, the customer will be charged for re-delivery.

**There are items missing from my order what should I do?**

There are procedures we follow to ensure your order is correct at the time of packing. However should you find products missing from your paid order please email us immediately on [info@partywholesalers.net](mailto:info@partywholesalers.net) we will investigate your shortage and respond within 72 hours.

**6 Product Related Queries****How do I find out about new products?**

We have a section on our web site marked `new arrivals`, click this and you will be able to view recent addition to our range. We can also email you regular CSV feeds.

**How do I find out special offers?**

We general do 7 day offers, this are listed under the 7 day offer category. If you have subscribed to our newsletter you will automatically receive our 7 day offer list.

**Where can I find detail information about the product?**

For detailed information about the product click on the `product information` box featured alongside each item on our web site.

**7 Export Orders****Do I need Vat number?**

For all export orders within the EEC a valid vat number registration number is required. If you are not vat registered we will have to charge you the current UK vat rate.

**What will the freight cost be for international destination?**

This will depend on the destination, volumetric size of the consignment, size, height and weight, plus the delivery service required.

**Will the consignment be securely packed?**

Yes, extra protection and care is taken for all export orders due to multi handling of the goods.

**Will the consignment be packed on a pallet?**

Depending on the size of the order and number of boxes, if there are multiple boxes and if it is economical we may palletise the consignment.

**When can goods be shipped or collected?**

We can only ship out consignments once we have clear funds in our bank account goods will be ready for collection or shipment.

**Can I arrange collection?**

Yes you can arrange your own collection.

**What information will you need if I am arranging collection?**

We will need full details of your freight company including, contact details and booking reference number.

**What documents will you provide?**

We will provide original invoice and any other legally required documents.

**What documents do you need?**

If you have arranged collection we will need proof of shipment once the consignment has left the country. If we do not receive proof of shipment within 28 days we will be obliged to invoice you for vat.

**Do we have to pay duty?**

This varies from country to country and this will be your responsibility. It will be customer's responsibility to comply with customs and excise or any other legal requirement in the country the goods are shipped to.

**8 Contact details**

The Game Xchange Ltd T/A Party Wholesalers  
Unit 5 & 6,  
Abercorn Commercial Centre,  
Manor Farm Road,  
Wembley,  
Middlesex,  
HA0 1AN  
Tel +44(0) 20 3794 7999  
info@partywholesalers.net

**9 Your Comments and Suggestions**

Please email any comments or suggestions to the Director - Mr. Sunil Kumar Rakholiya on director@spotongifts.net or by telephone on 44+ (0) 20 3794 7999 all information received will be treated in strictest confidence.