

TERMS AND CONDITIONS

This page tells you information about the legal terms and conditions (“**Terms**”) on which we sell any of the products and services listed on our website to you. These Terms will apply to any contract between us for the sale of products to you (“**Contract**”). Please read these Terms carefully, and make sure that you understand them, before ordering any products from our website. By submitting your order to us you will be deemed to have accepted these Terms;

We amend these Terms from time to time. Every time you wish to order products, please check these Terms to ensure you understand the Terms which will apply at that time.

1.0 Information About Us

We are Flow Kayaks Limited, a company registered in England and Wales under company number 11421623 and with our registered office at 33, Dove House Lane, Solihull, West Midlands, B91 2HA. We are not VAT registered.

How to contact us. To contact us, for any reason, you can find all our contact details on our web site or e-mail us info@flowkayaks.co.uk or contact our Customer Services by telephone on 07891 485368.

If you are emailing us or writing to us, please include details of your order to help us to identify it. “**Writing**” includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

2.0 Products

Our Products may vary slightly from their pictures. The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours or colour patterns accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Products. Your Products may vary slightly from those images and may vary due to manufacturing processes.

Sizes, weights, capacities, dimensions and measurements are approximate only. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site are approximate only and are subject to change and are as provided to us by the manufacturers of the Products in question.

Product packaging may vary. The packaging of the Products may vary from that if shown on images on our website and method of transportation and point of dispatch.

Making sure you order the correct size. You are responsible for taking any measurements and ensuring that those measurements are correct. Please refer to the Product information on each Product page for details about size and measurements, and if you have any questions please contact us in one of the ways mentioned above.

3.0 Minimum Age Requirements

Minimum age requirements. We do not accept orders from persons under the age of 16. By placing an order with us, you confirm that you are at least 16 years old.

4.0 Safety and Safe Use

Our Products are designed by our suppliers to be safe and fit for purpose in competent hands. We expect you the Purchaser to be competent and suitably experienced or trained to use our type of Products, to use them in a safe way for the intended purpose with all the best practice and legal requirements met at all times. We always expect our Products for outdoor activities to be used for the purpose they were designed for with appropriate supervision. By placing an order with us, you confirm that you are at least 16 years old, our Product will be used with the appropriate supervision and experience at all times. It is the responsibility of you to ensure your safety and the safe use of the Product at all times.

4. When the Contract Is Formed Between Us

Our order processes. Our shopping pages will guide you through the steps you need to take to place an order with us. Please take the time to read and check your order on each page of the order process.

How we will accept your order. After you place an order, you will receive an e-mail from us acknowledging that we have received your order and inform you of your order. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described below.

We will confirm our acceptance of your order to you by sending you an e-mail that confirms that the products have been dispatched or, in the case of Click and Collect, are ready for collection. Your order is accepted by us and a Contract is formed between us when we send you the Dispatch Confirmation normally in the form of a delivery note.

If we cannot accept your order. If we are unable to accept your order or are unable to supply you with a product we will inform you of this by e-mail and we will not process your order. There are a number of reasons why we may be unable to accept your order or supply a Product, for example:

- The product is not in stock or no longer available;
- We cannot meet your requested delivery date;
- We have identified an error in the price or in the description of the product on our website;
- A credit reference we have obtained for you does not meet our minimum requirements;
- Because of unexpected limits on our resources which we could not reasonably plan for;
- For some other reason we did not anticipate unfortunately preventing us from fulfilling the order.

5.0 Resale of Our Products

Products are provided for personal use only. We only supply the products for your own domestic and private use.

Our rights before we accept your order. If we reasonably believe that you are buying products from us with the intention of reselling them, we may:

- Refuse to accept your order; or
- Accept your order subject to agreeing additional, amended or alternative terms with you.

Our rights after we have accepted your order. If we can demonstrate that you are buying products from us with the intention of reselling them:

- We may cancel your order; or

- Treat your order as though you are buying products in the course of your business.

If we can demonstrate that you are buying products from us with the intention of reselling them. You will not be a 'consumer' for the purposes of the Consumer Contracts Regulations 2013 or the Consumer Rights Act 2015. As a result:

- Any rights that are granted only to a 'consumer' under the Consumer Contracts Regulations 2013 or the Consumer Rights Act 2015 shall not apply to you;
- Different terms will apply to any orders for products, namely:
 - Section 12 will not apply and if the products are faulty or mis described, you may return them to us within 7 days after the day you (or someone you nominate) receives the products in accordance with the returns procedure. You must pay the costs of postage, and we may charge you a reasonable handling fee for processing your return;
 - You must pay the costs of returning any products to us (even where those products are faulty or misdescribed);
 - You must pay for the products in full at the time of placing your order, and we will charge your credit or debit card immediately;
 - Goods being returned will only be accepted as returned when received by us and acknowledged as received by our authorised person in the condition received;
 - It is your responsibility to appropriately insure the Products being returned in case of loss or damage, as a refund or part thereof is only possible after receipt of the goods and a condition assessment;
 - If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 6% a year above the Bank of England's base rate from time to time; and
 - Our 30-day returns policy' will not apply.

6.0 Our Right to Vary These Terms and Conditions

Changes to these Terms. We amend these Terms from time to time. For example, to reflect changes in relevant laws and regulatory requirements, or to implement 'good practice' or to improve the efficiency of our order and delivery process. We will always display the current version of these Terms on our website. Please look at the top of this

page to see when these Terms were last updated. The version of these Terms displayed on our website at the time you place your order will be the Terms that apply to your order.

Your right to cancel if we change the terms of your order. If we must revise these Terms as they apply to your order, or if some of the products you order are out of stock we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes (see section 13). You may cancel just the products you have yet to receive or have received in the prior 14 days of cancellation.

If you opt to cancel prior to despatch in respect of products you have yet to receive. We will provide you with a refund as soon as possible for the price you have paid, including any delivery charges.

If you opt to cancel in respect of products you have already received. You will have to return (at your cost) any relevant Products you have already received before we can arrange a refund of the price you have paid for the Products you have received, including any appropriate delivery charges, which will be made as soon as possible following our receipt of the returned products from you, undamaged in the original packaging.

If all products that you order are out of stock or we are unable to confirm a delivery date within 14 days. We will cancel your order (see section 14) and provide you with a full refund, including any delivery charges.

Minor changes to the products. We may change the product to reflect changes in relevant laws and regulatory requirements, or to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

Withdrawing special offers. We may withdraw any offer, special promotions or promotional code without notice at any time.

7.0 When You Can Make Changes to Your Order

If you wish to make a change to the product you have ordered before we have despatched it to you, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the

timing of delivery or anything else which would be necessary because of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to cancel your order (see section 12).

8. Delivery

Delivery costs. The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, or by email quotation before you confirm your order. To check relevant delivery charges, please refer to our delivery quoted price and method, timing will be indicative only. **If you collect from us, then any returns must be returned to us directly or packed suitably and delivered back to us undamaged in their original condition for an appropriate refund.**

When we will provide the products. At the point of checkout or quotation, you will be informed of your estimated delivery date, which will normally be within 45 days after the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order).

We are not responsible for delays outside our control. Occasionally our delivery to you may be affected by an Event Outside Our Control. See section 20 for our responsibilities when this happens.

We use a number of different carriers for our delivery requirements but, irrespective of which carrier we use, delivery will be attempted by 21:00 on the day of delivery.

If we have dispatched your products to our carriers in accordance with our obligations as set out above, then we have complied with our obligations. If your order does not arrive as expected please do contact us and we will do our best to determine why the order has not been delivered but we will not be liable to you for any costs or losses due to the late delivery.

If you are not at home when the product is delivered. If no one is available at your address to take delivery of the Products they will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery point we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract and section 14 will apply.

When you become responsible for the products. Delivery of an order shall be completed when we deliver the products to the address you gave us, or you collect them from us, or at a nominated third-party location and the products will be your responsibility from that time.

When you own the products. You own the products once we have received payment in full, including all applicable delivery charges.

Your legal rights if we deliver goods late. You have legal rights if we deliver any goods late. If we miss the 45-day delivery deadline, or any other deadline agreed between us, for any products then you may cancel your order straight away if any of the following apply:

- We have refused to deliver the products; or
- Delivery within the delivery deadline was essential (taking into account all the relevant circumstances).

Setting a new deadline for delivery. If you do not wish to cancel your order straight away, or do not have the right to do so under section 8.10, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.

Cancelling your order for late delivery. If you do choose to cancel your order for late delivery, you can do so for just the products late. If the products have been partly delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your order we will refund any sums you have paid to us for the cancelled products and their delivery when returned undamaged in the original packaging unopened.

What will happen if you do not give the required information to us? We may need certain information from you so that we can supply the products to you, for example, your choice of size and colour. If so, this will have been stated in the description of the

products on our website. If you give us incomplete or incorrect information, we may either cancel your order (and section 14 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you giving us incomplete or incorrect information.

Reasons we may suspend the supply of products to you. We may suspend the supply of a product:

- To deal with technical problems or make minor technical changes;
- To update the product to reflect changes in relevant laws and regulatory requirements;
- If we can demonstrate that you are buying products from us with the intention of reselling them (see section 5);
- If we reasonably believe that you have failed to comply with these terms; or
- To make changes to the product as requested by you or notified by us to you (see section 6).

Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product unless the problem is urgent or an emergency. You may contact us to cancel your order for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 45 days and we will refund any sums you have paid in advance for the product in respect of the period after you cancel the order.

We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to, for example, your payment is declined by your credit card provider or your bank, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. As well as suspending the products we can also charge you interest on your overdue payments (see section 16).

9. Click and Collect

Currently there is no Click and Collect service.

10. International Delivery

Delivery restrictions to certain international destinations.

Please note that while we will always use our reasonable efforts to accept an order from a customer located in an international destination, delivery to a particular international destination may not always be possible.

Please contact us before you place your order if you are unsure about whether we can deliver a product to your international destination.

If you order products from our site for delivery to a international delivery destination, your order may be subject to export or import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

You will be responsible for payment of any such import duties and taxes also any UK VAT implications. Please contact your local customs office for further information before placing your order.

You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable or responsible if you break any such law.

11. Limitation of Liability

By agreeing to purchase you specifically agree that our liability limit to you is to a maximum of value of the goods you have purchased from us. We will not compensate for any circumstances relating to anything other than the goods you have ordered and we are supplying. For example; should our goods be delivered late, should you purchase or renting alternative products or any associated delivery services or any other costs what soever will not be accepted.

12. Your Rights to End the Contract

When you can cancel your order with us. Under the Consumer Contracts Regulations your rights to cancel an order will depend on what you have bought, whether there is anything wrong with it and when you decide to end the contract;

- **If what you have bought is faulty or mis described you may have a legal right to cancel your order** (or to ask us to repair or replace the product), see section 15;
- **If you have just changed your mind about the product.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of the products or any associated condition or any damage.

Cancelling an order because of something we have done or are going to do. If you are cancelling an order for any of the reasons in the bullet points below, the order will be cancelled immediately, and we will refund you in full for any products which have not been provided. The reasons are:

- We have told you about an upcoming change to the product which you do not agree to (see section 6);
- We have told you about a change to these terms which you do not agree to (see section 6);
- We have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed (see section 16);
- You have a legal right to cancel the order because of something we have done wrong.

Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms.

Our 14 day returns policy. Please note, these terms reflect the goodwill returns policy offered by us to our UK customers. This goodwill returns policy allows the return of our product for a full refund should the product be unopened and in the original packaging undamaged when returned to us at your expense.

When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- Products when used or not returned in good condition in the original unopened packaging;
- Any products which become mixed inseparably with other items after their delivery;

- Any products which have been specially ordered for you or manufactured to your specification.

How long do I have to change my mind? Where you wish to take advantage of the rights under the Consumer Contracts Regulations 2013, you have 14 days after the day you (or someone you nominate) receives the products.

Items That Cannot Be Returned

This does not affect your statutory rights.

Unfortunately, we are unable to accept returns for any used items what so ever or any faulty items purchased from any other retailer. In this instance please contact the retailer that you purchased the item from. we are unable to accept returns for any other reason other than specified above.

Consumer Right to Cancel

If you wish to exercise your rights to cancel under the Consumer Contracts Regulations you will need to inform us in writing, either in a letter, email along with the new and unused product in its original packaging and labelling, within 14 days of the delivery. You will need to pay to get the goods back to us, so we can inspect them for damage or use. Once received back and we confirm the product is unused and undamaged in its original packaging we will arrange a refund.

13. How to Cancel Your Order (Including If You Have Changed Your Mind)

Tell us you want to cancel your order. To cancel your order, please let us know and confirm by letter or email including at least the following;

Email:
info@flowkayaks.co.uk

I/We* hereby give notice that I/we* cancel my/our* order for the following products:

Ordered/received* on:

Order number:

Name of the customer(s):

Address of customer(s),

Signature of the customer(s) (only if this form is notified on paper):

Date:

Returning products after cancelling your order. If you cancel an order you must return the products to us in accordance with the returns procedure. Please contact us prior to arranging the return to be advised the returns delivery address and any special requirements.

If you are exercising your right to change your mind, you must send off the products within 14 days of telling us you wish to cancel the order, and must arrive back to us within 7 days.

When we will pay the costs of return.

We will pay the costs of return:

- If the products are faulty;
- If you are cancelling an order because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

How we will refund you. We will refund you the price you paid for the products (including delivery costs, where appropriate), by the method you used for payment. We may make deductions from the price, as described below.

Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- We may reduce your refund of the price to reflect any reduction in the value of the products if this has been caused by your excessive handling of them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;
- The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer (namely our 'standard UK delivery' cost).

When your refund will be made. We will make any refunds due to you as soon as possible.

Your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, providing all payments have been cleared.

14. Our Rights to End the Contract

We may cancel an order if you do not comply with these Terms. We may cancel an order for a product at any time by writing or email to you if:

- You do not pay us for the products when you are supposed to, for example, your payment is declined by your credit card provider or your bank;
- You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- You do not, within a reasonable time, allow us to deliver the products to you;
- We can demonstrate that you are buying products from us with the intention of reselling them (see section 5);
- You are under 16 years old or appear to us to be so;
- You use our website, or any content, images or material on our website, in a way that is not legal or permitted by section 24;
- You behave in an abusive or offensive manner towards our staff;
- We are unable to verify your address or other details in order to satisfy our security procedure for delivery or card processing purposes.

If all products that you order are out of stock. We will cancel your order and provide you with a full refund.

You must compensate us if you do not comply with these Terms. If we cancel an order in the situations set out above, we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you not complying with these Terms, this can be the full contract value if for example we have a signed for delivery at your address.

We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. In some circumstances, we may not be able to provide you with advance notice, for example, where a product is withdrawn from sale by reason of us complying with relevant laws and regulatory requirements. In all other cases, we will let you know in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

15. If There Is A Problem with The Product

How to tell us about problems. If you have any questions or complaints about the product, please contact us. All of our contact details can be found on our web site.

Your legal rights. We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

Your obligation to return rejected products. If you wish to exercise your legal rights to reject products, you should not attempt to repair the products and you must return them to us.

If, after we've had the opportunity to inspect the product, we agree that it is faulty, we will refund you the costs of the postage.

16. When and How to Pay

You can pay for products using a debit card or credit card or e.g. via PayPal.

Payment for the products and all applicable delivery charges must be paid before you receive the products, at time of order or confirmed availability.

We reserve the right to refuse to accept any transaction which we deem to have been tampered with, duplicated, damaged or which otherwise is suspected to be affected by fraud.

If your payment is declined by your credit card provider or your bank. Your credit card provider or, your bank may charge you a fee. The amount of that fee is beyond our control. Where we incur any fee as a result of a declined payment you must reimburse us for the fee we incur.

We can charge interest if you pay late. If you do not make payment to us by the due date, we may charge interest to you on the overdue amount at the rate of up to 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the

overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

What to do if you think a payment is wrong. If you think a payment is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

17. Special Orders

If we do not stock your preferred product, we can try to obtain the item direct from the supplier. However, the terms and conditions will differ between a standard stock order and a special order in the following ways:

- If ordering for our online store, the store will require a 100% payment of the product, these funds will be held until the goods are manufactured, complete and ready for shipment.
- Delivery can take several weeks, but we will do our best to give you an indication of how long we expect the order to take. We expect typically 14 days depending if in stock or not, it may be shorter, it may be longer, but we will inform you at the time of order.
- If we are unable to source the product you require, we will notify you of this and refund any monies paid.
- You need to be exact in your preference of design, colour and size. Any special-order items are those that are being manufactured especially for you, which means that you will not have the right to cancel the order, once it is placed. If you decide that you do not want the product after you have placed the order, we will retain any deposit monies paid and reserve the right to charge you the cost price to us in obtaining the item for you.
- We may charge a postal cost for a one-off order and small order charge may also be included. We will notify you of these costs as soon as we are aware of them.

Please contact us to discuss ordering a special-order product and the costs of doing so.

18. Manufacturer Guarantees

All of the products we sell to you come with a manufacturer's 1-year guarantee from the despatch date, this guarantee is extended up to 3 years by EXO the manufacturer with a value adjustment allowing for wear and tear year 2 and 3. If you have any concerns as

to the quality of a product bought from us or wish to make a claim under a warranty or guarantee, please do contact us in the first instance or return the item and we will do our best to assist you. The manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to products that are faulty or not as described. Our Kayaks are designed to be robust, however, plastics are tough but damage caused by high impacts on hard surfaces will likely not be covered by warranty and classified as normal wear and tear or misuse.

19. Our Responsibility for Loss or Damage Suffered by You

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.

We are not liable for business losses. We only supply the products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not in any way exclude or limit our liability to you where it would be unlawful to do so. This includes liability for:

- Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- Fraud or fraudulent misrepresentation;
- Defective products under the Consumer Protection Act 1987;
- Any other breach of your legal rights in relation to the Products including the right to receive products which are:
 - As described and match information we provided to you and any sample or model seen or examined by you;
 - Of satisfactory quality;
 - Fit for any particular purpose made known to us;
 - And supplied with reasonable skill and care.

20. Events Outside Our Control

We will not be liable or responsible for any failure to perform or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below.

An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- We will contact you as soon as reasonably possible to notify you; and
- Our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us.

21. How We Use Your Personal Information

How we will protect your personal information. We use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

How we will use your personal information. We will use the personal information you provide to us:

- Undertake credit reference, fraud prevention and fraud detection searches, and to validate the information you provide us with other publicly-available records (such as the electoral roll);
- To supply the products to you;
- To process your payment for the products; and
- If you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

We may pass your personal information to credit reference agencies. We may pass your personal information to credit reference agencies and other third parties to undertake the searches and validations mentioned above and they may keep a record of any search that they do.

We may monitor and record telephone calls. We reserve the right to monitor and record telephone calls to us, or made by us, in order to monitor staff performance and maintain service quality standards.

We will only give your personal information to other third parties where the law either requires or allows us to do so.

22. How to Contact Us If You Have Any Concerns

How to contact us in the first instance. We want you to be pleased with any purchase you make from us, so if there's something you're not happy with please let us know as soon as possible. All our contact details can be found on our web site.

If you are not happy with our initial response. Please send us an email. We will respond to you within 14 days of receiving your letter with a suggested course of action to try and resolve the problem.

If we are unable to resolve your concerns. If you are not happy with how we have handled your concerns, you may want to contact an alternative dispute resolution provider. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. We will provide you with the name and contact details of an alternative dispute

resolution provider, for the alternative dispute resolution process, you can still bring legal proceedings.

23. Use of Our Website

Terms on which we make our website available. By using our website, you confirm that you accept the terms set out in this section. If you do not agree to the terms, you must not use our website.

We may update our website. We may update our website from time to time and change the content at any time. Any changes to the products or these Terms will be dealt with by section 6.

Our website may not always be accurate or available. We take all reasonable care to ensure that our website is accurate, but we cannot guarantee that our website, or any content on it, will be completely free from errors or omissions. We do not guarantee that our website will always be available, or you will be able to use it without interruption. Access to our website is permitted on a temporary basis, and we may suspend or withdraw all or any part of our website without notice. We will not be responsible for any loss or damage you suffer if our website is unavailable at any time.

You must use our website lawfully. You may use our website only for lawful purposes. You may not use our website:

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- For the purpose of harming or attempting to harm minors in any way;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

Using our name and the images and material on our website. We are the owner of all intellectual property rights on our website, and in the images and material published on it. Those images and materials are protected by copyright laws around the world. Flow Kayak Company Limited, trading as Flow Kayaks and our logo are our trademarks. All rights are reserved. You must not use any images or material from our website for any commercial purpose, for example, advertising products that you have bought from us for resale on other websites.

If you want to link another website to our website. You may create a link from your own website to our website home page (but not to any other page of our website) provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not suggest any form of association, approval or endorsement by us of you or your website unless we have agreed with you in writing. You must not 'frame' our website on any other website.

Use of third-party trademarks on our website. We use third-party trademarks on our website for the purpose of describing and identifying the products that we sell on our website. We are not associated, linked or affiliated with the owners of any third-party trademarks we use on our website, and do not endorse any of their businesses or products.

23. Other Important Terms

We may transfer this agreement to someone else. We may transfer our rights and obligations under a Contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract. If you are unhappy with the transfer, you may contact us to cancel any outstanding orders within 30 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

Nobody else has any rights under this contract This Contract is between you and us. No other person shall have any rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

If a court finds part of this contract illegal, the rest will continue in force Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining sections will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if we can demonstrate that you are buying products from us with the intention of reselling them and we accept your order, we can still take any of the activities permitted by section 5 at a later date

Which laws apply to this contract and where you may bring legal proceedings.

Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law and you can bring legal proceedings in respect of the products in the English courts. However, if you are a resident of Northern Ireland you may bring proceedings in the Northern Irish or the English courts, and if you are a resident of Scotland, you may bring proceedings in Scottish or the English courts.