

Terms and Conditions

This Web site is operated by SKorpion Rope, which is based in Plymouth, England. All purchases made on this Web site are governed by these Terms and Conditions, which We may update from time to time.

The Terms and Conditions in place at the time you place your purchase will be those in effect at the date your place your Order. If you Order Goods after We have published changes, you will be bound by those changes. You should therefore check prior to each Order to ensure that you understand the precise Terms & Conditions applicable to your purchase.

These Terms & Conditions Were last updated and came into effect on 3rd May 2018.

In these Terms & Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Working Day”	means, any Day other than a Saturday, Sunday or bank holiday;
“Day”	means any Day of the year;
“Contract”	means the Contract for the purchase and sale of Goods;
“Goods”	means the Goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
“Price”	means the Price payable for the Goods;
“Services”	Means any service we make available on or via our web site;
“Special Price”	means a special offer Price payable for Goods which We may offer from time to time;
“Order”	means your Order for the Goods as attached;

“Order Confirmation” means Our acceptance and confirmation of your Order;

“We/Us/Our” means Skorpion Rope

Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message or other means.

Contract

Nothing provided by Us including, but not limited to, sales and marketing literature, Price lists, and other documents constitutes a Contractual offer of acceptance. Your Order constitutes a Contractual offer that We may, at Our discretion, accept.

A legally binding Contract between Us and you will be created upon Our acceptance of your Order, as indicated by Our Order Confirmation.

Prices & Payment

All Prices are in UK Pounds. The Price of the Goods will be as quoted on the Web site at the time you confirm your Order, subject only to any inadvertent technical error for which We will not be liable.

Our Prices may change at any time, but these changes will not affect any Orders that We have already accepted.

Any Special Price offered as a promotion for a limited period of time shall only be in effect for the period of time advertised.

If you amend your Order after placing it, and if pricing has changed in the meantime, Prices charged will be those applicable to the amended item(s) at the time that the amended Order is confirmed.

The Price of the Goods as shown on the Website does not include a charge for delivery. Delivery charges are calculated and shown at checkout.

We are not registered for VAT and so you will not be charged VAT on any Order.

All payments for Goods must be made in advance before We can despatch the Goods to you.

We accept the following methods of payment:

- PayPal
- Cash upon collection in person

Description and Specification of Goods

We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided on this Web site, in Our sales and marketing literature and descriptions We may provide if you are buying from Us in person. We cannot, however, guarantee that all descriptions, illustrations and/or photographs will be precisely

accurate due to discrepancies that may arise due to differences in the colour reproduction of electronic displays, or in printing processes where We have provided printed material

If you receive any Goods that do not conform to the Contract, please refer to the section titled 'Returns and Exchanges'.

If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, Price lists or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us as provided in the section 'Returns and Exchanges'. If, as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.

We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

Availability

We endeavour to hold stock of all the items advertised for sale on Our Web site. However, this cannot be guaranteed, so by acknowledging receipt of your Order We are not creating a binding Contract to supply what you have Ordered if We do not have stock.

In the event of unavailability of Goods, We will advise you of Our position when We receive your Order and We will await your subsequent instructions. Should We be unable to provide a replacement, We will process any refunds due within 14 Days.

Cancelling or Amending your Order

You may change or cancel your Order at any time before We dispatch the Goods by contacting Us. Requests to change Orders should be sent to Us via email to: skorpionrope@gmail.com

We will confirm any change to the Price in writing.

If We cancel your Order and you have already paid for the Goods, your payment will be refunded to you within 14 Days.

Any refunds due will be processed within 14 Days.

Delivery

Please note that delivery is currently only possible within the United Kingdom when ordering online. International delivery can be calculated upon email request.

Orders will normally be dispatched within two to three Working Days from receiving your Order Confirmation and payment. Wherever possible, they will be dispatched the next Day.

Orders are sent via Hermes courier signed for service.

Normal postal lead times are:

UK destinations: 3-5 working days. Exceptions for remote areas such as channel Islands and the Scottish Highlands where deliveries can take up to 7 working days.

Europe: Available on request

We will always do Our best to inform you about any delay.

Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond Our control.

Returns and exchanges

If, upon receiving your Goods, you are not completely satisfied with them, you are Welcome to a full refund or exchange so long as you contact Us within 14 Days.

Please contact Us via email at: skorpionrope@gmail.com within 14 Days of receipt.

Due to hygiene and public health, once you have Used ropes to tie yourself or someone else, We are unable to offer a refund or exchange (unless you find the ropes to be faulty, in which case they will be exchanged like for like). Please ensure that you are happy with your ropes BEFORE you Use them to tie, and within 14 Days of receiving them.

If We have sent you the wrong Goods, or if they are damaged or faulty in any way, please let Us know and We will replace them or refund you, as preferred.

When emailing Us, please state your Order number, your reason for return, and if a refund or exchange is preferred. Once We receive your email We will send you Our return address. We suggest you ask for a receipt of postage from the post office. This is a free service that the post office provides and proves that your item has been sent. We cannot accept responsibility for Goods lost in transit.

All shipping back to SKorpion Rope is paid for by you, the customer. We are unable to refund your postal fees.

Fitness for Purpose, Liability, and Risk Awareness

You Use Our Goods, and any Services we may provide on our web site or in any other way, at your own risk.

It is your responsibility to ensure that the Goods are fit for their intended purpose, and that you have sufficient skill to Use them safely. It is also your responsibility to ensure that you

are aware of the inherent risks of rope bondage and to take sufficient steps to ensure that you do not cause or suffer injury when taking part in such activities.

Rope bondage can be dangerous. You can compress nerves, restrict or stop circulation and/or breathing, and cause or suffer crush and other types of injury. All of these can lead to temporary or permanent injury, and also to death. SKorpion Rope are not responsible for any type of injury or death, that may result from your participation in activities involving rope, rope bondage, similar or related activities, whether you are Using Our Goods, products or services, or not.

We recommend that you educate yourself to the risks inherent in rope bondage and associated activities, and that you seek teaching in person from appropriately experienced instructors, prior to engaging in such activities.

Natural fibre rope is not rated or certified for breaking strain, because there are so many different factors that can affect it. It is therefore not possible to provide safe working loads for hemp, jute, or other natural fibre ropes. Many people around the world Use natural fibre ropes for suspension, but they do so at their own risk and there is always the chance that a rope will break.

Nylon rope is rated for breaking strain, but because We do not manufacture the rope We sell, We cannot be held accountable for it. Should you have any questions about the breaking strain or safe working loads of the nylon ropes We sell, We will refer you to the manufacturer of the ropes.

Our liability to you is limited to the Price you have paid Us to supply you with Goods.

We only supply Goods for domestic and private Use. By placing your Order, you agree that you will not Use the Goods We supply for commercial, business, or industrial Use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence, or for fraud or fraudulent misrepresentation.

Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer.

Complaints and Feedback

We Welcome feedback from Our customers. Whilst We endeavour to ensure that your experience as a customer of Ours is positive, We want to hear from you if you have any cause for complaint.

You should provide any feedback or complaints to Us in writing via email to skorpionrope@gmail.com

How We Use your Personal Information

When you place an Order with Us, We have to collect some personal information from you (Usually limited to your name, address, email address, and telephone number).

We do not collect or store, or have access to, your credit or debit card information.

We may Use your personal information to:

- Provide Our Goods and services to you
- Process your payment for the Goods you Order from Us
- Inform you of new products and services available from Us, but only if you have specifically indicated that you wish to receive such information. You may request that We stop sending you this information at any time.

We will not pass on your personal information to any other third parties without your explicit consent, unless required to do so by law, or for the purposes of a criminal or legal investigation.

Other Important Terms

If any of the provisions of these Terms and Conditions are found to be unlawful, invalid, or otherwise unenforceable by any Court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms & Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Use of a breach of any of provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

Governing Law and Jurisdiction

These Terms and Conditions, the Contract, and the relationship between you and Us shall be governed by, and construed in accordance with the law of England and Wales.

As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in these Terms and Conditions takes away or reduces your rights as a consumer to rely on those provisions.