

Terms and Conditions

Please read these Terms and Conditions carefully. By accessing or using this website you agree to be legally bound by these Terms and Conditions.

This website is owned and operated by Big Game Hunters, the retail division of Garden Games Limited, registered in the UK, number: 2866189, Vat number: 685 6873 68.

Making a purchase could not be easier. Simply follow the clearly labelled menus in order to navigate around the site. If you are looking for something specific, use the search function at the top of the site.

Once you have found a product you want to purchase, click the 'Add to Cart' Button. Once you have finished browsing, click the 'Checkout' button to complete the ordering process. You will then be asked for your personal details, the delivery address and your payment details. At this point you will be transferred to a secure server. By clicking on the 'Confirm' button you are consenting to the Terms and Conditions.

If you have a comment, concern or complaint about a product you have purchased from us, please contact us via email at sales@sportsballshop.co.uk, via telephone on 01865 392 444 or by post to:

Trading Address:

Big Game Hunters
Chadwick Farm
Garford
Oxon
OX13 5PD

Registered Address:

Big Game Hunters
Holly House
Pine Woods Road
Longworth
Abingdon
Oxfordshire
OX13 5HG

Big Game Hunters Prices

Prices listed are in £GBP and are inclusive of VAT.

We may change the advertised price of a product at any time. The price you pay will be the price in force at the time of your Order.

The price on your order will be confirmed by us as part of the checkout procedure. We try to ensure prices displayed on our website are correct at all times.

Should a pricing error arise, we will inform you if a product's correct price is higher than that stated on your order and you may choose to either proceed with or cancel the order.

Payment

Big Game Hunters operate a system whereby the secure payment system (Sage Pay) takes payment once the order is placed. This allows for quick processing and despatch of your order.

We can also accept orders over the phone where you will need to give your card details to one of our customer service advisors who will enter these into our secure payment system (Sage Pay). All card details are encrypted and are not accessible once payment has been processed.

All cheque orders must be phoned through and all cheques must be sent through and be allowed to clear before goods are dispatched, this often takes a few weeks so it is always better to use card details when placing your order.

Big Game Hunters are entitled to refuse any order placed by you.

You undertake that all details you provide to us for the purpose of purchasing products or services which may be offered by us on our website will be correct, that the credit or debit card which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any products or services. We reserve the right to obtain validation and verification of the authenticity of your credit or debit card details before providing you with any products or services.

Availability

All products depicted on this website (as may be varied from time to time) are available almost everywhere in mainland UK, and by special arrangement (usually incurring additional charges) to the Channel Islands, Northern Ireland, Republic of Ireland, Isle of white, Isle of Man and the Scottish Islands.

All products are subject to availability. If the product you order is unavailable, we will inform you (the customer) and offer you a suitable alternative product or inform you when the product will be available. In the event that we are unable to supply the product or any substitute product to you at all, we shall notify you as soon as possible and shall reimburse your payment in full. Occasionally manufacturers will make minor updates/changes to their products, and we reserve the right to supply these even if pictures and descriptions may vary on the listing shown.

Delivery

For delivery information, please visit our 'delivery page'.

Cancellations

You may cancel your order prior to despatch, but since we offer a fast delivery service, goods are often dispatched within hours of the order being placed. Orders cancelled after despatch, even if not yet delivered will be treated as returns, and charges may apply.

Any charges will be communicated. Please see our 'returns' information below.

Returns

We want you to be utterly delighted with your purchase, however if you need to return your goods or cancel your order please read our returns policy as stated below:

You may cancel/return any delivered products within fourteen calendar days of the day after delivery (including if you change your mind), in an unused condition. The product must be packed carefully and properly in its original packaging with instructions and all parts. Products must be returned in the same condition as they were delivered. The products do not have to reach us within these fourteen calendar days, but you must contact us and confirm your cancellation in writing to request a return within this fourteen day period.

Please confirm your cancellation in writing via email at sales@sportsballshop.co.uk.

Care must be taken to ensure the returned products are packed well to avoid damage or loss of parts in transit. We will not accept responsibility for loss or damage in transit and therefore suggest that you request a proof of postage.

For all returns except where the product is faulty you will be required to pay for and arrange for the goods to be returned to us. We will only refund the cost of original postage where the goods are returned within fourteen calendar days, known as the consumer "cooling off" period. We will refund original postage costs up to £4.95.

For any items that cannot be returned by post (they are too large, for example) and the returns are arranged by you, we can provide you with the weight/s and dimensions of the packaged products (original packaging as despatched by us), to enable you to arrange your own courier/delivery service. Prices vary depending on which courier/delivery service you choose to use.

Where the items have come from a third party, it must be first verified that the supplier will accept the return and make arrangements for the goods to be collected, before any agreements are made with you, the customer. Any costs associated with this are beyond our control and we must charge these costs back to you, the customer. We will communicate all additional charges to you prior to arrangements being made if they are applicable.

Please pack the items back in the parcel with a note stating your reasons for return.

To return any products to us the address is:

Big Game Hunters
Returns Department
Chadwick Farm
Garford
Oxon
OX13 5PD

All refunds will be processed as quickly as possible once the goods are received back to us and always within fourteen calendar days of receipt of return or agreement.

As a consumer you have a duty to take reasonable care of the items whilst in your possession.

Photographic evidence may be required of issues where returns are being requested due to items being faulty. This is not only to assess the fault, but to be able to ascertain what parts need replacing and also to log this with our quality department to prevent any issues in the future. Any requirement of photographic evidence will be discussed when the issue is initially reported to us.

Faulty Items

If the product arrives damaged or faulty we can replace the item or affected parts or you may cancel the order and receive a full refund only if this is within thirty days. If the product is found to be defective after thirty days and within six months of delivery Big Game Hunters will replace or repair the product, unless the product has a manufacturing fault or is within its warranty period. Different products have different warranty periods so you will need to check your individual item for warranty details. Some warranties are held by the manufacturer but we will do everything to rectify these problems in most cases. If the replacement or repair is shown to be faulty, Big Game Hunters will refund, replace or repair the product. The refund can be full or partial depending on the amount of time the goods have been owned by you.

With all returns, evidence of the condition, faults and/or damage may be requested by the customer supplying us with photographic evidence. All electronic files should be sent to us at sales@sportsballshop.co.uk. We will accept printed media also (please send any printed media by post to our returns address above).

All advertised sizes and measurements are an approximation by Big Game Hunters. We endeavour to make sure that all are as accurate as possible but will not accept liability in cases where products are unsuitable due to slight discrepancies in technical information. Products returned which cannot be re-sold as new due to damage or wear and tear may be subject to a reduction in the refund given.

Refunds

Refunds will be processed within fourteen calendar days upon agreement of the terms of the refund. On product returns we will only process the refund within fourteen calendar days of receiving the product back in a re-saleable condition (this is not applicable in cases of manufacture defect). Where exchange rates of currency are involved, the refund will be made in £GBP at the current exchange rate. We do not accept responsibility for any loss or gain caused by changes in the exchange rate between the time of ordering and the time of issuing the refund.

Modifications to website

We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of our website or the content or services available through it, including your access to it. Unless explicitly stated to the contrary, any new features including new content shall be subject to these Terms and Conditions.

Please note that although we try to ensure that the content of our website is accurate, our website may contain typographical errors or other inaccuracies.

These Terms and Conditions replace all other Terms and Conditions previously applicable

to the use of our website and/or sale of the products.

Nature of our website

Our website is a place for you to select and order outdoor toys, sporting products and other products for recreational use. Our website describes the products in more detail.

Please note that our website is available only to individuals that can form legally binding contracts under applicable law. You must be over 18 years to purchase the products, using the payment methods displayed on our website. If you do not qualify you may not use our website.

Liability

We promise that for any product you purchase from our website:

- We have the right to sell the product to you
- The product will be of satisfactory quality.

We also promise that any service we provide to you will be provided with reasonable skill and care. Subject to our delivery statements, we shall not be liable for any delay or inability to perform our obligations to you if such delay is due to any cause whatsoever beyond our reasonable control. We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to any products (including without limitation the Products), our website or any information or service provided through our website. If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Product concerned. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or for our fraudulent misrepresentation. The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permissible by applicable law.

If you have any concerns that we have not met our legal obligations please contact us via email at sales@sportsballshop.co.uk.

Information you provide to us

The following applies to any information you provide to us, for example during the registration or ordering process.

You authorize us to use, store or otherwise process any personal information which relates to and identifies you.

Privacy

We never sell or pass on your details.

Security

You are responsible in all respects for all use of and for protecting the confidentiality of any username, email verification and password that may be given to you or selected by

you for use on our website. You may not share these with or transfer them to any third parties. You must notify us immediately of any unauthorized use of them or any other breach of security regarding our website that comes to your attention.

Availability of our website

We will try to make our website available but cannot guarantee that our website will operate continuously or without interruptions or be error-free and can accept no liability for its unavailability.

You must not attempt to interfere with the proper working of our website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device. We will do our best to ensure that all materials and information published on our website are accurate, but please note that all content, materials and information on our website are provided on an 'as is' basis and you assume total responsibility and risk for your use of our website and use of all information contained within it.

We accept no liability for any indirect, consequential loss, damage or special or punitive damages, or costs, or for any loss of data, profit, revenue, business contracts (whether direct or indirect) in each case, however caused, even if foreseeable and even if we have been advised of the possibility of such damages. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our website or its contents other than as a direct result of purchasing Products (which shall be subject to the exclusions and limitation of liability set out in these Terms and Conditions), we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of Us or our servants, agents or any other person or entity.

You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our website and is compatible with our website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from our website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.