



Midland Leisure Sales | Side Stall Games Sales | Games Manufacturer | Games Supplier

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TERMS AND CONDITIONS

ORDERING: When placing an order with Midland Leisure Sales, the customer must ensure all goods have been ordered correctly, from the start, this includes checking product names and ordered items using the correct product name. The customer must check emails within 24-48 hours of receiving and notify Midland Leisure Sales of any concern or issue. If we do not hear from you within 48 hours then we will presume you have checked and read the emails and ordered items correctly. If you receive an item and the item was ordered incorrectly, you must notify us in writing within 7 days (this excludes all bespoke items/made to order items). If we agree to accept back return of items, the customer is responsible for returning items back to Midland Leisure Sales, at your own expense, by recorded post and always on a fragile delivery service, with Insurance to cover your return of goods in transit. All goods must be returned back and received in the same condition delivered, in the delivery packaging/boxes they were despatched/received and all items must be un-used. If ANY items are returned back and received back to us damaged, then the customer will need to make a claim against your own courier delivery company, this is NOT our responsibility and you will not be able to blame or make a claim against our company. If items are returned back and they have been used or not received the same as despatched, we will not exchange or credit the item, under these circumstances the customer will have to come and collect the item back from our address or pay additional postage to have goods returned back to you.

Checking ordered and emails is the customers own responsibility, some product names may contain the same wording in the description but the item will be different. The exact product name must be mentioned at the time of placing the order and made clear to Midland Leisure Sales the exact item required.

If any order is wrong, due to incorrect product item names, then this is not our responsibility and the customer must take full responsibility for their mistake. Not making it clear at the start when placing the order, not writing the exact product item required, not listing the exact product name and not checking emails is the sole responsibility of the customer and Midland Leisure Sales will not be held responsible for ANY mistakes or errors or take any verbal abuse or bad reviews for such actions.

Please read carefully our terms and conditions before ordering from us. By using this website you agree to be legally bound by these Terms and Conditions and the buyer accepts these terms in full. The website is operated by Midland Leisure Sales.

WARRANTY: The life time of our products will depend on the amount of use and application.

PRICES: All prices listed or quoted are plus vat and/or tax/duty which will be charged in the UK or the country of destination.

DEPOSIT: A 25% of the Goods shall be payable to Midland Leisure Sales once your order has been received, checked and confirmed. Once the deposit has been paid you enter into a contract to purchase goods from Midland Leisure Sales and any amendments or cancellations may result in loss of deposit or further charges.

BALANCE: The balance and any delivery charges are payable prior to delivery or upon collection of goods.

PAYMENTS: For Deposits and Balance of order we accept payments by BACS (Bank Transfer), Cash on collection or Credit Card, Debit Card, Other Cards (Fees will apply on card payments).

All order booking fee deposits paid are non-refundable unless we are unable to offer items or complete as first agreed.

DELIVERY: All prices listed are plus delivery and will be charged to the customer, P&P rate per area/zone/weight/size.

OWNER OF GOODS: All goods remain the property of Midland Leisure Sales until full payment has been made and received for them.

DELIVERY OF ORDER: We will process your order once your payment has been received and not before. Any specified delivery/completion date should be treated as estimate only as delays can occur which are sometimes out of our control. We advise you **DO NOT** take any bookings for any product required for hire until you have received your goods, we will not accept any liability for any loss of earnings/bookings should this happen.

THIRD PARTY COURIER: Midland Leisure Sales cannot accept any liability for any delay of goods using third party courier services, once goods have been dispatched/collected. All goods should be signed for on delivery and any damages reported to us within 24 hours along with photo evidence.

DESCRIPTION OF GOODS: All Images of the products on our website are for display purpose and are not be used by any other company unless you have written consent from us and also purchased games from our company. We cannot always guarantee the images on our website will be an exact match between the screen colour and actual product. All sizes quoted are approximate only and sometime variations during manufacture may happen.

Please be aware that when items are faulty/damaged we will require photographic evidence so we can take the appropriate and best course of action. To help speed up the process for dealing with any enquiry of this nature, please send the photographs across with your email, or prior to your phone call with details of your order reference, name and address.

REFUNDS: All refunds will be processed as quickly as possible once the goods are received back to us and always within 30 days of receipt of return or agreement. All goods must be returned in the original packaging, un-opened and un-used (unless faulty).

See also our [Delivery & Returns](#) page for more Information.

RETURNS: Midland Leisure Sales shall not be liable in respect of any failure to complete an order due to circumstances out of our control including acts of god, extreme weather, flood, lightning, fire, industrial action, non availability of materials.

Please read our terms and conditions before placing any order on our website.

Ordering: You can order items listed on this website, using our quick enquiry form. We will try to process your order within 24 hours or 2-3 days in busy periods. Once we have agreed your order you will receive a confirmation from us.

When your order is ready for dispatch we will call you to take payment.

Cheque payments will be allowed to clear before goods are dispatched.

Every product we sell has a product description and specifications and are true to the best of our knowledge and which is as accurate as possible, if you have any concerns on a product description please call or email us before placing your order.

Cancelled Orders: Please ensure the product you are ordering is the size you want, we are under no obligation to take back products that are described in the product description, however under some circumstances we may take back goods subject to an handling charge of 20% as long as they are returned unused, unmarked and in the perfect original packaging. The cost for returning such items will be the customer's expense and must only be returned if we have agreed in writing. Goods returned non-faulty without our prior agreement will be held for 14 days only.

Any product/item that is cancelled within 7 days of your order is subject to a 25% charge. If cancelled after 7 days then the full amount of the order is payable and is not negotiable.

We do not allow cancellations on specialist/made to order items/bespoke items. Once your order has been processed any cancellation request within 7 days of the order is subject to a 25% charge. If cancelled after 7 days then the full amount of the order is payable and is not negotiable.

Trade Shows/Special Offers: A deposit will be required to process any order. To receive discounted rates all goods must be paid for within 14 days of the Invoice date. Failure to pay will result in orders being cancelled and special

offers/discounts being removed. It is the customer's responsibility to ensure payment is made on time and goods are collected as agreed. Midland Leisure Sales reserve the right to cancel any order where payment has not been made on time or the customer has made no attempt to pay. Storage costs will be charged at £5 per day for any goods not collected, as agreed. Discounts/special offers are only available for a limited time or maximum 14 days from the Invoice date.

Availability: All Products are subject to availability, on some occasions we run out of stock. If the Product you order is unavailable, we may offer you a substitute of an equivalent quality and price ("Substitute Product"). 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 update their products, and we reserve the right to supply these even if pictures and descriptions may vary from the listing shown.

Out of stock Items: If we are unable to fulfill your order we will contact you normally within 48 hours, to advise you of this. We try to keep the website up to date daily and if possible place an "out of stock" notice clearly on items, you have the option to wait for availability or cancel your order, any payments made or due will be adjusted or refunded as per individual circumstances. Sometimes it is best to wait 24 hours after you have sent your order to us and before paying for the item by pay pal, so we can check stock availability.

Delivery/Dispatch: Once you have paid for your order it will dispatched quickly, normally next day or within 7 working days for our standard delivery service, however some deliveries may be longer depending on the type of product item ordered.

Next day delivery service is not a guaranteed service unless requested and the extra service fee has been paid at the time of ordering. Larger items, sometimes we may contact you to arrange delivery on the larger items, may need to be sent by our courier/pallet delivery, this service will include our fee for full pallet and wrap. For make to order products/bespoke products delivery is quoted within 2-4 weeks, 4-6 weeks, 6-8 weeks or 8-10 weeks in our busy periods.

Side stall games/fragile items: These type of items are sent out using a fragile delivery service with special handling to ensure the games arrive safe and undamaged.

IMPORTANT: On delivery it is the customers responsibility to check ALL parcels and sign any parcel(s) unchecked or if damaged sign, damaged along with the details.

IMPORTANT: Any damage must be reported to us within 24 hours along with photo evidence. Please note we are unable to do anything after 24 hours.

Delivery Charges: Midland Leisure Sales will quote delivery charges/rates based on our courier area zones, Zone 1: England/Wales, Zone 2: Devon/Cornwall, Zone 3: Ireland/Scotland/Other. We reserve the right to cancel any order if delivery charges are not paid/accepted. We do not allow or have the facilities for any other courier companies to collect from us.

Postage Shortage on any order will be charged to the customer in order for us to process your order, if the shortfall of postage is NOT paid within 48 hours of our payment request the order will be cancelled.

Free Delivery postage is only available on certain items listed as 'FREE DELIVERY'

Deliveries are made during the hours of 8am-5pm, unfortunately we are unable to arrange a specific delivery time and all deliveries are anytime within this period. Failure to take delivery of goods will result in extra delivery charge to the customer.

In the unlikely event of a product not being delivered within 2 working days from the dispatch date quoted (Saturdays & Sundays not included) it is the customer's responsibility to advise us. We will then make every effort to locate the product, or send a replacement at our expense or offer you a full refund.

Any times or dates stated on our website or confirmation emails regarding delivery are estimates only. Midland Leisure Sales will make all reasonable effort to deliver products within the time specified, but does not accept liability for any failure to deliver within that time and will not be liable for any loss caused to you by late delivery. Orders received on Saturdays, Sundays or public holidays and orders received after 12noon on weekdays, will be processed the next working day. We do not normally deliver on Saturdays, Sundays or public holidays, unless by prior arrangement and extra costs have been paid. Working days are Monday-Friday only.

Whilst we agree to use all reasonable endeavors to ensure that Delivery is made around the Delivery date advertised, you will acknowledge that actual delivery is always via third party suppliers and carriers and can therefore be beyond our control. Incorrect personal details may lead to problems or delays in delivery, so before placing your order, please ensure that you have included the full address details, including accurate postcode of the delivery address and your daytime contact telephone number and e-mail address so we can notify you in the event of a delivery problem.

Delivery will be deemed as successfully made once the product has arrived at the address specified. Someone will need to be at the delivery address to sign for goods and most deliveries will require a signature for proof of delivery. Our delivery courier will also have the option to leave the product items next door if you are not at the premises to take delivery.

Once the order has been dispatched, we cannot change the delivery address. If the courier is unable to deliver they may sometimes leave a note for you to contact them and re-arrange a 2nd delivery within a limited time, if you have been told a delivery date and you are not in then this is your own responsibility. Failed delivery attempts are between you and our courier company and Midland Leisure Sales will not be liable for any additional delivery charges, the customer will be liable and agrees to pay within 7 days of Invoice only if the goods have been delivered or extra charge will be payable by debit card/bank transfer if the goods are being held by our courier company awaiting our instruction to make another delivery.

Products will be deemed your responsibility once they have been received by you, your agent or the intended recipient.

Any loss or damage to the Products shall then be at your own risk. Should delivery be refused at the delivery address, and re-requested for another date, a re-delivery charge may be charged, for the second delivery, since we met our delivery obligations with the initial delivery attempt. It is the recipients responsibility to sign for the correct number of packages as shown on the carriers delivery consignment note, any mistakes signing for items will be at your own responsibility between you and the courier company.

If items are ordered for commercial use *DO NOT TAKE ANY BOOKINGS IN ADVANCE*, as we will not be held responsible, if goods are delayed for any reason.

Any shortages must be notified by telephone within 24 hours of receipt of goods and then in writing. Failure to do so confirms delivery was made complete. Please note ALL shortages/damaged parcels must be noted on the consignment note where possible. If boxes/parcels look damaged on delivery we recommend the contents are inspected before accepting and signing the delivery note.

Returns Policy/Refunds: We will try to make every effort to ensure products arrive in perfect condition, however we do use third party couriers so sometimes problems are out of our control. If a product arrives damaged in any way, customers should contact us within 24 hours of receipt, along with photo evidence. You may be asked to return the package within 7 days through a trackable source, please do not send any goods back to us unless we have agreed, any goods returned which have not been agreed will not be signed for and returned back to you.

Any goods which Midland Leisure Sales agree need to be returned as damaged/faulty goods must be returned back to Midland Leisure Sales by recorded delivery only or we may need to arrange via our courier company if they have agreed to collect back. Midland Leisure Sales cannot be held responsible for goods lost in transit using your own delivery company provider and you will be responsible for the goods until they reach us and signed for by us. All returns must be in the original packaging, unused and complete.

Orders cancelled after dispatch, even if not yet delivered will be treated as returns, and charges may apply. We will advise you of the status of the order before you request cancellation. Any charges will be sent to you before we confirm the cancellation. All cancellations must be done in writing, we do not accept any verbal cancellations.

Shortages/Faulty/Damaged: Before you request or arrange return of a product, please read the below information carefully.

Returning Items: You may return any delivered products you have purchased within 14 working days of delivery for any reason (including if you simply change your mind). To do so you must notify us in writing via email or post within 14 working days of delivery for returning a product for any reason, except damage or manufacturer defect.

You must pay the costs of returning the products to us or our suppliers.

Made to order/bespoke items, please note we do not accept returns on these products, unless damaged or faulty and photo evidence and details have been sent within the time stated.

We will not accept returns or cancellations if the products have been altered by applying chemicals or paints to the surfaces or by altering or customizing the product in any way that could be deemed as you using or treating the products as your own. While in your possession, you must keep any products you intend to return to us in good clean condition. Products must be returned in the same condition as they were delivered. If products were delivered flat packed they must be returned in the same way. Care must be taken to ensure the return products are packed well to avoid damage or loss of parts in transit. 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.

Goods will only be accepted back in a clean condition and unused (i.e. suitable for resale), If you have ripped open the box or opened interior packaging, then the item is not as new and we are unable to refund.

Midland Leisure Sales will only refund postage costs/Ebay fees/pay pal fees if we have made a mistake and will not refund if we have sent out what was first ordered.

Refunds for valid claims will be made and processed within 30 days. We reserve the right to issue a credit note against any payment made to us in the event of faulty goods. Any deposit made by cash will only be refunded back by cash.

Digital photo(s) of damage will be required within 24 hours, before any items are returned, this helps us resolve the problem quickly.

DELIVERY OF GAMES TABLES/LARGE/HEAVY ITEMS: Due to the weight of some of the products it may be necessary for a 2/3 man delivery. If this is the case we will contact you to arrange a convenient delivery time. The delivery costs that we quote on the website include standard 1 man delivery to an easy to access location on the ground floor. For large items the customer will be required to collect larger items from the delivery van, and assist the driver if the buyer has not requested or paid for a 2/3 man delivery service.

Carriage: We use a number of carriers, including Royal Mail, Parcel Force, Own Courier etc. We do not have facilities for your own courier company collections.

We may alter these Terms and Conditions from time to time and post the new version on our website, following which all use of our website will be governed by that version. You must check the Terms and Conditions on the website regularly and before placing your order.

Any order form and payment method instructions are the whole agreement between you and us. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by us or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind these Terms and Conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the Terms and Conditions, privacy policy, order form and payment method instructions.

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.

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. There may be some variation in weights listed.

All new products sold have a limited manufacturers warranty, which is applicable against any defect in workmanship of the product and against material defect for a period of one year from the shipping date, as stated on each item. All products should be examined carefully on arrival. Any damage incurred through mishandling of the carrier or weather related damage is not the liability of ourselves.

Please report damage to the carrier immediately and you must sign for damaged on delivery.

We have the right to inspect the product and any defect(s) by requesting photo evidence first and within 24 hour period, we will then decide if it is practical to repair or replace the damaged or defective parts at our designated location.

Any product returned to us for inspection MUST be in kept in good working condition, clean and in dry condition else it will not be able to be set up on our work tables i.e. if it is wet and dirty, and therefore will not be able to be inspected.

Our warranty is not a guarantee that the product will not through use, handling and storage develop damage from time to time, this is general wear and tear, these repairs of which is the responsibility of the buyer. Improper maintenance or accidental abusive or negligent treatment of the product will invalidate the warranty. If after initial viewing we believe that the product has been subject to improper use or incorrect maintenance or neglect, we reserve the right to terminate any warranty.

The cost of shipping products to and from the designated location for evaluation within the warranty period, is the sole responsibility of the buyer All shipping costs will be the sole responsibility of the buyer.

All products used with physical use games, side stall games, skittle pins etc are not covered under any warranty this is classed as impact damage. Bags supplied with items are not covered under any warranty.

Nature of our website: Our website is a place for you to select and order garden, home and leisure products (the "Products"). 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.

Complaint Procedure: If you have a complaint please contact us in writing. All complaints will be acknowledged and any complaint will be dealt with fairly. We will not tolerate abuse and abusive emails if we feel a good service has been provided by Midland Leisure Sales and the nature of the problem has been caused by the customer lack of communication, customer non payment, customer non collection of goods or customer failing to comply to our terms and conditions of sale.

Privacy / Data Protection Policy: We will not sell or disclose any information to third parties, except for delivery purposes. Our database records of customer's details, all information is confidential and we are committed to protecting your privacy.

Copyright: We are members of ACID - Anti Copying In Design. You may view, copy and print portions of our website for the sole purpose of placing an order with us, the materials on our website may not be used for any other purpose, without the prior agreement of the relevant owner. The contents of this website may not be copied, reproduced, modified, downloaded or used in any form without the prior written permission of Midland Leisure Sales except when this occurs incidentally while using the site for private and non-commercial use. All Information on this website is protected by copyright. We may refuse you access to the website at any time if we consider it necessary. [See also Copyright Laws.](#)

General: Goods not collected on the day requested by ourselves will incur daily storage charges, this cost will depend on the number of items. All goods must be paid for and collected within 14 days of the Invoice date otherwise your order will be cancelled and any deposit paid will be non refundable. A £25 admin charge will be payable if we cancel your order due to non payment.

Midland Leisure Sales do not have storage facilities to hold goods waiting payment, it is the customers responsibility to arrange collection of goods and pay within the agreed time and within 14 days of the Invoice date.

We have made every possible effort to illustrate size and dimensions as in the advertising. All sizes are based on pre-assembled measurements, and therefore may vary slightly. All sizes are approximate and colours may vary.

The descriptions used are for our sole identity of the products and have to claim against the warranty limitations.

We disclaim any responsibility whatsoever to buyers or to any other person for injury to person(s) caused by any product which has been subjected to misuse, negligence, or accidents, or misapplied or modified or improperly installed. We make no warranty for additional products sold to purchaser that is manufactured by a 2nd or 3rd party nor are we liable for any defect that could cause loss of use or injury to these items. We manufacture/re-produce from images as close as possible but designs, colours and sizes can vary.

We deal with all our customers fair and offer a good customer service, this is our good reputation and we like to keep our customers happy. However, if a problem does arise, there is always a solution, but it depends on the nature of the problem, the timescale the problem was brought to our attention and if the order was placed correctly at the start. We do not tolerate any customers who uses bad behaviour against our company, uses any verbal abuse, sends abusive emails / nasty emails slating our company with bad reviews and bad customer service and/or reviews due to problems relating to incorrect ordering from the start and emails not being checking correctly by the customer. We will not deal with any customer who shows any bad behaviour and lack of respect to our company, when a mistake has been made due to customers not checking emails and ordering correctly at the start.

If you are unsure of any of Midland Leisure Sales terms and conditions please call 07779484151 before ordering.