

# SPROGS TOGS IN GENERAL

## BUYING

These terms of use ("Terms") tell you the rules for using [www.sprogstogs.com](http://www.sprogstogs.com) (our "Site"). Please read them carefully.



By using our Site, you accept these Terms and you agree to comply with them. If you do not agree to these Terms, please do not use our Site.

We may amend these Terms from time to time. Every time you wish to use our Site, please check these Terms.

## OTHER TERMS THAT MAY APPLY TO YOU

The following additional terms also apply to your use of our Site:

1. Our [Returns Policy](#) sets out everything you need to know if you want to return an item to us.
2. Our [Terms of Selling](#) set out information about any items that we might buy from you.
3. Our [Privacy Policy](#) explains how we process any personal data you provide to us. By using our Site, you consent to such processing. Information about the cookies placed on our Site can be found [here](#).

## ABOUT US

Sprogs Togs is operated by Sprogs Togs UK Ltd ("We" / "Us"), We are a limited company registered in England and Wales under company number 12278491. To contact us, please email [support@sprogstogs.com](mailto:support@sprogstogs.com)

## YOUR ACCOUNT

You are responsible for keeping your Togs ID, username and password confidential and for preventing unauthorised access to your account. You will be fully liable for any activities that occur under your account.

## **WE MAY SUSPEND OR WITHDRAW OUR SITE**

Our Site is provided on an 'as-is basis.' We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons.

## **SITE SECURITY AND VIRUSES**

We do not guarantee that our Site will be secure or free from bugs or viruses. You should use your own virus protection software. You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attack our Site in any way or attempt to gain unauthorised access to our Site, the server on which our Site is stored, or any server, computer or database connected to our Site.

## **LINKING TO OUR SITE**

You may link to our Site, provided 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 establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Site in any website that is not owned by you. If you wish to link to or make any use of content on our Site other than that set out above, please contact [support@sprogstos.com](mailto:support@sprogstos.com)

## **INTELLECTUAL PROPERTY**

The intellectual property rights in our Site and in all content made available to you through it are the sole property of Sprogs Togs UK Ltd. All such rights are reserved by Sprogs Togs UK Ltd. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on the Site, nor may you use any such content in connection with any business or commercial enterprise.

## **LIMITATION OF LIABILITY**

We do not exclude or limit in any way 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 and for fraud or fraudulent misrepresentation. The scope of our liability to you will differ depending on whether you make any purchases through the Site or if we buy any items from you. Please see our [Terms of Selling](#) for further details of our liability to you in those circumstances.

Please note that we only provide the Site to you for your domestic and private use. You agree not to use our Site for any business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

These Terms, their subject matter and their formation, are governed by English law. You and we both agree that we will both first attempt to settle any dispute by negotiating in good faith, failing which the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

#### **SPROGS TOGS TERMS OF SALE - WHEN WE SELL CLOTHING TO YOU**

These are the terms on which we sell nearly-new children's clothing to you ('Terms'). Please read these Terms carefully before you place any orders. By placing an order with us you agree to accept these Terms. These Terms do not affect your statutory rights.

In order to for us to process your order, we will need to process certain of your personal data. We respect your privacy and will do so in accordance with our [Privacy Policy](#), which is incorporated by reference into these Terms.

#### **HOW TO CONTACT US**

You can contact us by emailing us at [support@sprogstogs.com](mailto:support@sprogstogs.com)

#### **OUR PRODUCTS**

All items shown on the Sprogs Togs website, unless otherwise mentioned, are nearly new i.e. second hand. We hand check all our items to ensure a good level of quality and condition.

Items may vary slightly from their pictures. The images of the items on our website are for illustrative purposes only. Although we make every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of an item. Your item may therefore vary slightly from those images. We will not be responsible or liable for any differences between an image and an actual item.

#### **PRICING**

Currency. All prices are in GBP / £ sterling.  
VAT. Our items are not subject to VAT.

Price errors. We try to ensure that our items are correctly priced. It is possible however that, despite our efforts, an item may occasionally be incorrectly priced. If an item's correct price at your order date is lower than the stated price, we will charge the lower amount. If an item's correct price at your order date is higher than the stated price, we will contact you before we process your order.

## ORDERS

You may only place an order with us if you are 18 or over.

Please take the time to read and check your order at each step of the order process.

Order confirmation - After you have placed your order, you will receive an order confirmation setting out details of your items and the expected delivery time.

Acceptance of your order - Our acceptance of your order will take place when we email you this order confirmation, at which point a contract will come into existence between us.

If we cannot accept your order - If we are unable to accept your order (this might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the item or because we are unable to meet a delivery deadline), we will email you and we will not charge you for the item(s).

Incorrect order information - We will not be responsible for any loss or damage you may experience if you provide incorrect information during the order process and this leads to the wrong items being delivered or your items being sent to the wrong address.

We only sell to the UK. Unfortunately, we do not accept orders from or deliver to addresses outside of the UK.

## PAYMENT

The total amount in your basket must be paid upon ordering.

We accept payment with:

- Credit or debit card (Visa or MasterCard);
- Wixpay
- Paypal

If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any associated delay or non-delivery.

## **DELIVERY**

Items will be delivered by Royal Mail to the address provided by you on your order form.

Delivery costs - Postage fees apply at 2<sup>nd</sup> class fee. Orders over £25 are free postage. However, if you wish to return the item the postage will be paid to you by Sprogs Togs, once the item is returned.

Delivery time - We will let you know the estimated delivery time for your item during the order process. It is estimated that your item will be posted to you within If no one is available to take delivery and the item cannot be posted through your letterbox, Royal Mail will leave you a note informing you of how to rearrange delivery or collect the item from a local depot.

Faulty items - Sprogs Togs will package all orders as environmentally friendly as possible, but also to ensure safe delivery. Please check the condition of your item when it arrives. If there is a fault with an item as result of the delivery process, please contact us at: [support@sprogstogs.com](mailto:support@sprogstogs.com) as soon as possible.

Delayed deliveries - If delivery of your item is delayed, email us at [support@sprogstogs.com](mailto:support@sprogstogs.com) and we will contact Royal Mail to help locate it. However, we will not be responsible for delivering an item late or not delivering part of an order if the delay is caused by you not giving us the information we need within a reasonable time of us asking for it.

Delays outside of our control - If delivery of your item is delayed by an event outside of our reasonable control, we will contact you as soon as possible and will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us if you would like a refund for any items you have paid for but not received.

We may refuse to deliver an item to you if:

- You do not make any payment to us when it is due, and you still do not make payment within 5 working days of us reminding you that payment is due;
- You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide you with an item; or
- You do not, within a reasonable time, allow us to deliver an item to you.

In any of those circumstances, we will refund any money you have paid in advance for items we have not delivered to you, but we may deduct reasonable compensation for the net costs we will incur as a result of your actions.

### **IF YOU CHANGE YOUR MIND ABOUT ORDERING FROM US**

If you change your mind about ordering an item from us, please contact us at: [support@sprogstogs.com](mailto:support@sprogstogs.com). If possible, please provide your order number, name, address, and details of your order.

If you change your mind about ordering an item from us for any reason after the item has been dispatched to you or after you have received it, you must return the item to us. Please email us at [support@sprogstogs.com](mailto:support@sprogstogs.com) to arrange return.

### **PROBLEM WITH AN ITEM?**

If you have a question or complaint about an item, please contact us at: [support@sprogstogs.com](mailto:support@sprogstogs.com)

You have a legal right to reject an item / not proceed with your order in certain circumstances. For example, if:

- Your item is faulty or misdescribed;
- We delivered your item later than expected;
- You have changed your mind about the item;
- We have told you about an upcoming change to these Terms our Returns Policy or our Privacy Policy which you do not agree to;
- We have told you about an error in the price or description of an item you have ordered, and you do not wish to proceed with your order;
- There is a risk that delivery of an item may be significantly delayed because of events outside of our control;
- We have suspended deliveries for technical reasons, or notify you we are going to suspend deliveries for technical reasons, in each case for a period of more than 7 days;

For more information, including details of when your refund will be made, of when delivery charges will be deducted from returns and of which items we cannot accept as returns, please see our Returns Policy.

### **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 any loss or damage you suffer that is a foreseeable result of that failure or of our failure to use reasonable care and skill. 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. We are not responsible for any loss or damage that is not foreseeable.

We do not exclude or limit in any way 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; for fraud or fraudulent misrepresentation; for breach of your legal rights including the right to receive items which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care. However, to the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to items you order from us.

We are not liable for business losses. We only supply items for domestic and private use. If you use our items for any commercial, business or re-sale purpose we will have no liability to you for, without limitation, any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **OTHER IMPORTANT TERMS**

When you become responsible for the goods. An item will be your responsibility from the time we deliver the item to the address you gave us.

When you own goods. You own an item once we have received payment in full.

Nobody else has any rights under this contract. This contract is between you and us. No other person will be able to enforce any of its Terms. Neither of us will need to get the agreement of any other person to end the contract or make any changes to these Terms.

Which laws apply to this contract and where you may bring legal proceedings. These Terms are governed by English law and you can bring legal proceedings in respect of the items in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the items in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the items in either the Northern Irish or the English courts.

# **SELLING**

## **SELLING CLOTHING TO US**

These are the terms on which we buy nearly new children's clothing from you. Please read these Terms of Selling carefully before you consider sending us any clothing.

## 1. REQUEST A PICK UP/DROP OFF/COLLECTION OR POSTAL ADDRESS OR POST THEM

To exchange your nearly new children's clothes, you will first need to open a Sprogs Togs account by emailing [support@sprogstogs.com](mailto:support@sprogstogs.com) and requesting a sale.

Once we receive your request, we will find the easiest way to exchange clothes and will communicate with you via email.

## 2. QUANTITY

We would like to accept bundles and are happy to take large volumes. Our policy is no less than 10 items at a time. However, if you have a one off item that you want to sell on to us please just email [support@sprogstogs.com](mailto:support@sprogstogs.com) to ask us for clarity or assistance.

## 3. CLOTHES THAT WE DO NOT ACCEPT

All clothes that we buy from you must meet the following criteria:

- i) Be children's clothing from 0-12 years;
- ii) The clothes must be nearly new, for example:
  - all stitching, buttons and zips must be in good condition or fixable;
  - no stains, holes or tears on the outside or inside of the clothes;
  - colours must not be faded;
  - no piling (little bobbles) on the materials;
  - no markings (such as children's names) on the outside or inside of the clothes;
- iii) Currently we do not refuse any clothes as we will donate anything we cannot sell, with your permission
- iv) If in doubt, please don't send us anything of a lesser quality than you would be happy to buy
- v) New clothes with the price tag still on will also be accepted and we will pay more for these clothes than for the equivalent used clothes

We do not accept any of the following types of items in any condition:

- Underwear: briefs, knickers, long underwear;
- Clothes that we cannot repair
- Clothes with no brand or size labels;
- Counterfeit clothes (we will have full discretion to determine if an item is counterfeit);



We will not accept clothes that do not meet all the above criteria.

#### 4. IF YOU SEND US CLOTHES THAT WE DO NOT ACCEPT

You will be asked to choose what to do with any clothes that do not fulfil our criteria. These options will be emailed to you. This information will remain on your Sprogs Togs account for future use.

#### 5. GETTING YOUR ITEMS TO US

You can send your items to us by Royal Mail. Please put your minimum of ten (10) items of clothing inside your bag/box, close it completely with the adhesive strip and drop it at your nearest Post Office. Postage will be paid back to you along with your offer for your clothes. Also, you may find your school is on our community link so you can email [support@sprogstogs.com](mailto:support@sprogstogs.com) to arrange a collection or drop off date. If you are local to Sprogs Togs HQ you may also be able to arrange a home collection, but this is extremely limited.

#### 6. HOW MUCH WILL WE PAY YOU FOR YOUR CLOTHES?

To get an idea of how much we might pay you for an item of clothing before you send it to us, you can consult with us by emailing [support@sprogstogs.com](mailto:support@sprogstogs.com). Upon receiving your clothes, we will inspect and assess every item against our buying criteria found in section 3 of this document. You do not need to launder your items, but the offer will be reflected in the offer given to you. We will steam the items prior to sale.

We will then email you a non-negotiable price offer for the items we can accept. The offer will be 50% of the estimated Sprogs Togs sale price. If you want to accept our offer, you then need to select how you would like to be paid (see the Payment section below).

If you **don't** want to accept our offer, we will return your items to you. This cost will be paid for by Sprogs Togs if an alternative method of return cannot be found. We will send them by Royal Mail. You may also be able to arrange a collection from your school if it is on the Sprogs Togs community link.

#### 7. PAYMENT

When you accept our offer of a price for your items, you will then need to tell us how you would like to be paid.

**The options are:**

(a) via Wixpay. If you choose this option, we will make payment within fourteen days to your Wixpay account;

(b) via PayPal

(c) direct into your bank account. If you choose this option, you will need to provide us with your bank sort code and account number, and we will make payment within fourteen days of receiving this information. Your bank details will be protected and deleted within 30 days of payment being made. This information will be obtained through a Payment Request form sent to you via email.

## **8. LIABILITY**

**Before your items reach us:**

Royal Mail will usually accept liability for any items that have been dispatched via Royal Mail up to a value of £100. Please ensure you protect your items by speaking to the post office about the best way to send them. We can recommend tracked and to be signed for packages.

Sprogs Togs will not accept any liability for items until they have reached us. When this happens, you will receive a notification from us and if there are any concerns you will be contacted straight away.

**Once your items reach us:**

Once your items reach us, we accept full responsibility for them. If we damage any of the goods prior to an exchange of agreement and you wish for it to be returned to you, we will reimburse you the Sprogs Togs value of the item.

We want to make it simple and easy for you so if you have any feedback at all about our processes or policies please let us know by emailing [support@sprogstogs.com](mailto:support@sprogstogs.com)