

GENERAL TERMS AND CONDITIONS

Information about Us / General

This online shop is operated by Around playground - Andrea Manzano Gonzalez, Rue Pierre-Joseph Redoute 4, L-2435 Luxembourg, Luxembourg, RCSL A42816, business permit no. 10126526/0 delivered by Directorate for small and medium-sized enterprises, Intra-community VAT number LU33013130, contact details : info@aroundplayground.com, +352 661 350 087.

The following General Terms and Conditions (hereinafter “**GTC**”) apply between the seller, Around playground – Andrea Manzano Gonzalez (hereinafter also referred to as “**We**” or “**Us**” or “**Around Playground**”) and the customer (hereinafter also referred to as the “**Customer(s)**” or “**You**”), who accesses, uses or places an order on the websites aroundplayground.com, aroundplayground.lu or aroundplayground.eu, (hereinafter also referred to as the “**Website**”), and for all purchase agreements made via the Website.

Customers are asked to read these GTC carefully and make sure they fully understand them before placing an order.

We reserve the right to amend, modify or withdraw these GTC at any moment without notifying individually the Customers. The applicable version of the GTC is the one published on the Website at the moment of placing an order.

By placing an order on the Website, You are acknowledging that you have read and understood these GTC and You fully accept to be bound by these GTC.

This Website also contains links to other websites (such as order tracking), which are not operated by Around Playground. Around Playground has no control over the linked sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

Terms and conditions of purchase

Around Playground only accepts orders made from our Website and only sells to end Customers and in standard commercial quantities.

In the case of an order with abnormal quantities, We reserve the right to contact the Customer to verify the correctness of the order in order to accept it or refuse it.

To place an order on the Website, Customers must be residents of or have a shipping address in the following countries: Luxembourg, Belgium, France and the Netherlands and other countries of the EU to which we deliver.

By placing an order, the Customer declares having the legal capacity to enter into a purchase agreement with Us.

Around Playground reserves the right to decline an order for any reason and without liability to the Customer.

Around Playground accepts only orders within the availabilities of its stock.

Order placement

To place an order on the Website, the Customer can select individual items and place them into the shopping cart by clicking on ADD TO CART button.

The Customer can change or revise the items in the shopping cart until the order is confirmed by the Customer by clicking on BUY NOW or PAYPAL CHECKOUT button.

To complete the order, Customer must provide Us with all information required to conclude the purchase agreement such as delivery address and contact details (e-mail address and phone number).

The Customer must also confirm that he/she is aware of the GTC.

By sending your order, You submit a binding offer to conclude a purchase agreement with Us, governed by the present GTC and with payment obligation.

After the Customer have placed the order with Around Playground, the Customer will receive an automatically generated confirmation of receipt for his/her order by email with the order number and details of the products.

The items are reserved and the purchase agreement between the Customer and Around Playground is binding after We have confirmed the order by sending an order confirmation to the email address provided by the Customer and We have received the full payment including all applicable charges.

If one or more items ordered by the Customer is no longer available for delivery at the time of the order, We reserve the right to decide to reject the order in part or entirely. In this case, we will inform You immediately about the further proceedings via e-mail.

The Customer will be informed about the dispatch of the order in a separate email.

It is possible to cancel the order until the email about dispatch has been sent.

Price

All prices shown on the Website are in Euros (€) and are inclusive of applicable VAT.

Prices do not include the shipping costs which are detailed separately.

Around Playground may change the prices and offers may be withdrawn at any time without any notice.

However, prices listed at the time of the order shall apply throughout the entire purchase process.

If there is a clear or obvious price error on the Website or the price published on the Website is incorrect, in such case Around Playground shall inform You of the error and notify the correct price to You and withdraw from the acceptance and delivery of the order.

Payment

Around Playground accepts the following payment methods: bank transfer, credit cards (VISA, MasterCard), PayPal and iDEAL.

Orders are dispatched only after successful payment of the invoice.

After clicking on PLACE ORDER button, You will be asked to proceed with the payment of full price of the order.

If You choose the option to pay via bank transfer (manual payment), please check the instructions for payments via bank transfer on the Website or follow this link: [BANK TRANSFER INSTUCTIONS.](#)

The deadline for payment is (three) 3 working days from the date of the order placing and if We do not receive the payment by this day, We will cancel your order and the items will not be reserved for You anymore.

All payments by credit cards are made via Stripe. The amount of the order is debited at the checkout. All credit card holders are subject to validation and authorization control by the card issuer.

Please note, We are not liable for any delays caused by rejection of the payment by your credit card provider, or any fees your credit card provider may ask.

iDEAL is a Netherlands-based payment method that allows customers to complete transactions online using their bank credentials. iDEAL redirects you to your online banking environment to authenticate a payment using a second factor of authentication and there is immediate notification about the success or failure of a payment. Payments by iDEAL on our website are provided by Stripe.

PayPal is a service that enables you to pay online securely and quickly by logging into your PayPal account. PayPal secures your information and protects the purchase. Your PayPal

account is linked to your bank account or credit card meaning a direct payment can be made using PayPal, your bank or credit card details are only stored by PayPal.

Transfer of ownership / Transfer of risks

Around Playground reserves ownership of the products delivered until full payment of their price.

Once the items have been received by the Customer or a third party appointed by the Customer, all risks of damage to or loss of the items bought by the Customer will pass to the Customer.

Deliveries

We ship only to the following countries: Luxembourg, Belgium, France, the Netherlands and other countries of the EU.

The delivery times indicated on the Website are purely indicative.

If (i) all items are available, (ii) there are no problems with your details (credit check, ID check) and (iii) We have received your payment, We aim to dispatch the orders within two (2) to five (5) working days after the order confirmation is sent to the Customer.

In any case, We undertake to dispatch the orders in due and sufficient time to ensure a delivery within maximum thirty (30) days from the submission of your order.

The Customer will be informed about the dispatch of the order via email. If possible, We will provide Customer with tracking number to track the shipment.

The order is delivered by Post Luxembourg or DPD to the delivery address or pick up point specified by the Customer during the order process. The Customer assumes the responsibility of the order's reception.

Approximate delivery time after the dispatch is within one (1) to three (3) working days.

If the order is not delivered within thirty (30) days from the day the Customer placed the order, please inform us on the email address: info@aroundplayground.com.

In the case the delivered package is damaged to such an extent that its content could be damaged, You are obligated to immediately make a complaint to the delivery service, refuse to accept the delivery and inform Us about this on the following email address: info@aroundplayground.com.

The shipping costs may differ according to the order value and the country of delivery.

For packages that cannot be delivered after two (2) attempts, Around Playground reserves the right to charge the Customer with costs arising from repetitive shipping.

Free shipping is offered for orders over sixty euros [EUR 60] for delivery in Luxembourg, for orders over one hundred euros [EUR 100] for delivery in Belgium and the Netherlands, and for orders over one hundred thirty euros [EUR 130] for delivery in the rest of the EU.

The standard delivery fee of five euros fifty-six cents [EUR 5.56] is charged for orders under thirty euros [EUR 30] and the fee of three euros [EUR 3.00] is charged for orders under sixty euros [EUR 60] and over thirty euros [EUR 30] with delivery in Luxembourg. The fee of nine euros forty cents [EUR 9.40] is charged for orders under fifty euros [EUR 50] for delivery in Belgium, and the Netherlands. The fee of five euros [EUR 5.00] is charged for orders under one hundred euros [EUR 100] and over fifty euros [EUR 50] for delivery in Belgium, and the Netherlands. The standard delivery fee of twelve euros fifty cents [EUR 12.50] is charged for orders under sixty euros [EUR 60] with delivery in the rest of the EU and the fee of eight euros [EUR 8.00] is charged for orders under one hundred thirty euros [EUR 130] and over sixty euros [EUR 60] for delivery in these countries.

This may be overridden by promotions such as free shipping, offered at the time of the purchase.

Right of withdrawal and the procedure

Customers have a right of withdrawal (i.e. to return items purchased from this Website) within a period of fourteen (14) days as from the day on which the Customer or a third party appointed by the Customer takes a physical possession of these items (day of delivery).

The Customer can return items without penalty and without giving any reason.

However, the returned items must contain original labels, be unused, undamaged and be in their original packaging. The Customer is legally obliged to take care of these items.

For return of faulty items please refer to Complaints/Claims section.

To proceed with the withdrawal, You must follow these steps:

Notice of withdrawal

The Customer must notify Us about the return within fourteen (14) days from delivery.

You can do so either in writing by registered letter addressed to Around Playground – Andrea Manzano Gonzalez, or by e-mail addressed to info@aroundplayground.com or by fulfilling the withdrawal form available on the Website or at the following link: [WITHDRAWAL FORM.](#)

The Customer can thus either use the withdrawal form published on this Website or write his own declaration about his/her decision to withdraw from the purchase agreement. The Customer You must indicate the order details such as order number and delivery date.

Once your notice of withdrawal received, We will acknowledge reception of your withdrawal by email sent to the email address provided by the Customer.

Return of the items

As from the sending of the notice of withdrawal, the Customer must return the concerned items within fourteen (14) days, to the following address: Around playground, Andrea Manzano Gonzalez, 4, rue Pierre-Joseph Redoute, L2435 Luxembourg, Luxembourg.

You are liable to return the items at your own costs and are responsible for the risk of damage during transport.

The return items shall, as far as possible, be packed in the same way as when they were received and in their original packaging or in any suitable packaging, no later than fourteen (14) days after sending the withdrawal notification.

The order details (order no.) should be sent with the unwanted items.

It is recommended to send the items in such a way so the Customer can track the shipment and that the Customer keeps evidence of posting or shipment until the purchase price has been refunded.

Reimbursement

Around Playground will reimburse the Customer in full amount of price paid by the latter for the returned items including the standard delivery charges (with the exception of the supplementary costs resulting from the Customer's choice of a type of delivery other than the least expensive standard delivery offered by Us) given that the Customer has exercised his/her right to withdrawal in accordance with these GTC.

We will not reimburse the return shipping costs borne by the Customer for the return of the items; except in case of incorrect, damaged or defective items, declared as such in accordance with the section *Complaints / Claims*.

The reimbursement will be made by the same means of payment as were used in the original transaction, no later than fourteen (14) days from the receiving the withdrawal notification.

Around playground may however withhold reimbursement until reception of the items back.

If We reasonably believe the items have been worn for other than purposes of trying on or examination upon their delivery or are damaged, a refund will not be made, and the items will be sent back to the Customer.

In the case that items were bought together as a set, they must be returned together to be refunded, if any item is missing, the Customer will not be refunded for returned items from the given set.

If the items returned were in an offer, the discount is removed if the Customer does not meet the conditions of the offer with the remaining items.

The concerned amount will be retained from the reimbursement.

Exchanges

Around Playground cannot process exchanges on returned items.

Complaints / Claims

The Customer undertakes to examine the delivered items. If he/she states the received items are incorrect, damaged or defective, the Customer is requested to send the complaint via email to info@aroundplayground.com or by mail to Around playground, Andrea Manzano Gonzalez, 4 rue Pierre Joseph Redoute, L2435 Luxembourg, Luxembourg.

The Customer is required to indicate the defect in this complaint.

The returns must be made in accordance with the procedure described in the section *Right of withdrawal and the procedure* of these GTC and be sent by post to the following address: Around playground, Andrea Manzano Gonzalez, 4 rue Pierre Joseph Redoute, L2435.

In case of incorrect, damaged or defective items, We will reimburse to the Customer the return shipping costs.

Guarantees / Liability

Unless express provisions have been made to the contrary, the legal warranty regulations apply.

The legal provisions on hidden defects, guarantee of conformity apply and in particular the provisions of articles 1641, 1643 and 1644 of the Luxembourg Civil code and the provisions of articles L. 111-1, L. 212-3, L. 212-4 and L. 212-5 of the Luxembourg Consumer code

Due to the monitor's color contrast configurations, there might however be slight color variation between the pictures on the Website and the actual items.

The guarantees do not cover if the defect is a result of misuse or wrong handling by the Customer (e.g. recommendations about the washing are not followed).

Around Playground reserves the right to interrupt the use of the Website at any time.

Around Playground will not be responsible for any loss or damage about the items after they have been delivered to the Customer and especially in case of loss or damage suffered during transport when the Customer send items back to Us.

Generally, Around Playground will not be responsible for any damage, loss, delivery delays or any other kind of detrimental event, when the breach of these GTC and of our legal obligations is due to unforeseeable situation or circumstances out of our control, e.g. force majeure.

In the case of discrepancies between the French and English text, the English text shall prevail.

Privacy Policy

Please refer to our Privacy Policy notice for the information regarding the way We collect, use, maintain and transfer your personal data You forwarded to Us; available on this Website or at the following link: [PRIVACY POLICY](#).

Copyright and trademarks

The entire content of the Website, in particular texts, graphics, photos, images videos, illustrations, software are our property or the property of cooperating companies and cannot be used without our express consent.

Jurisdiction and Applicable Law

These GTC are governed by and construed in accordance with the laws of the Grand-Duchy of Luxembourg.

Therefore, the rights, obligations and liabilities of Around Playground and the Customer hereunder, as well as any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to the formation, the validity or the execution of the purchase agreement is Agreement shall be governed by the said laws of the Grand-Duchy of Luxembourg.

Should any dispute, controversy, proceedings or claim of whatever nature arise between You and Us, in connection with these GTC, the courts of Luxembourg-city shall have exclusive jurisdiction.

Besides, in the event of a dispute that we are not able to solve, the Customers are advised to contact:

- For Customers living in Luxembourg:

(i) the Luxembourg Consumer Protection Association (ULC): <https://www.ulc.lu/fr/>

Or

(ii) the Luxembourg Ministry for Consumer Protection: <https://mpc.gouvernement.lu/en.html>

- For Customers living in the rest of the EU:

the European Consumer Center Luxembourg: <https://cecluxembourg.lu/?lang=en>

In accordance and conformity with the European Regulation 524/2013, the Customer is also informed about the existence of a European platform for settling online disputes between e-traders and consumers, to be consulted at the following link:

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

Severability Clause

In the event that any provision of these GTC becomes void, unenforceable, illegal or inapplicable, the validity, legality and enforceability of the remaining provisions contained in these GTC shall not in any way be affected nor shall one of Around Playground or the Customer be released from the performance of these GTC.

In such event, any invalid provision shall be deemed to be severable from these GTC and Around Playground together with the Customer will substitute a valid provision to the invalid one, keeping the same spirit and the same effect than the replaced one.

Changes to GTC / Downloading of the GTC

If We decide to change or update our GTC, We will update the modification date below.

If you want to save a copy of this version, you can click [HERE](#) to download it as a PDF.

Updated as of 22 February 2022