Terms & Conditions

These Terms & Conditions apply to all goods and services provided by Whitebox3 Ltd, trading as The Ballet Barre Company ("we", "us", "our"). By placing an order or using our services, you agree to be bound by these terms.

1. General Information

- 1.1 These Terms & Conditions apply to the sale of brackets, barres, mirrors, and related products, as well as the installation of these items.
- 1.2 [Company Name] is registered in the United Kingdom with company registration number [Company Number] and VAT number [VAT Number].
- 1.3 Our registered address is [Address].

2. Products

- 2.1 All products are described as accurately as possible. However, due to variations in materials, colours, and finishes, minor differences may occur. The company reserves the right to change the colours of brackets and the type of wood used for the barres at any time without prior notice.
- 2.2 It is the customer's responsibility to ensure the suitability of the products for their intended purpose prior to purchase.

3. Orders and Payments

3.1 Placing an Order

- Orders can be placed via our website, email, or telephone.
- An order confirmation will be sent upon acceptance of your order.

3.2 Payments

- Full payment must be made prior to dispatch or installation unless otherwise agreed in writing.
- We accept payments via credit/debit cards or bank transfers.

3.3 Custom Orders

• Custom or bespoke products are non-refundable once production has commenced.

4. Delivery and Installation

4.1 Delivery

 Delivery times are estimates and subject to availability. We will not be liable for delays caused by external / 3rd party factors, such as courier delays, lack of access to the site, or other unforeseen circumstances beyond our control. • Risk of loss or damage to goods passes to the customer upon delivery.

4.2 Installation Services

- Installation appointments will be confirmed in advance.
- The customer is responsible for ensuring the installation area is accessible and prepared. Any delays caused by site access issues may incur additional charges.
- Our installers will take reasonable care to avoid damage to property. However, we are not responsible for pre-existing structural or site-related issues.

5. Cancellation and Returns

5.1 Cancellation

- Orders for standard products may be cancelled prior to dispatch for a full refund.
- Custom or bespoke orders cannot be cancelled once production has commenced.

5.2 Returns

- Standard products may be returned within 14 days of delivery, provided they are unused and in their original packaging.
- Return shipping costs are the responsibility of the customer.
- Please see our full Returns Policy

5.3 Faulty or Damaged Items

• If products arrive damaged or faulty, please notify us within 48 hours.

6. Conditions of Sale

6.1 Acceptance of Orders

- All orders are subject to acceptance and availability. We reserve the right to refuse or cancel any order for any reason, including pricing or description errors.
- A contract of sale is formed when we issue a confirmation of your order and/or receive payment as required.

6.2 Pricing and VAT

- All prices are displayed in GBP (£) and are subject to VAT unless stated otherwise.
- We reserve the right to adjust prices at any time. Any changes will not affect orders that have already been confirmed.

6.3 Ownership of Goods

• Ownership of goods will only pass to the customer once full payment has been received and goods have been supplied or installed.

6.4 Title and Risk

 Risk of damage or loss passes to the customer upon delivery. It is the customer's responsibility to ensure the goods are properly insured after delivery.

6.5 Use of Goods

• Our products are designed for their intended use in dance and fitness environments. We accept no liability for misuse or improper installation by third parties.

6.6 Custom Orders

- For custom or bespoke orders, all specifications must be provided in writing and approved before production begins.
- Custom items are non-refundable unless faulty.

7. Warranties

- 7.1 We provide a [warranty period, e.g., 12 months] warranty for all products and installations, covering defects in materials and workmanship.
- 7.2 The warranty does not cover:
 - Damage caused by improper use, neglect, or unauthorized modifications.
 - Wear and tear from regular use.

Please see our full product and installation warranties.

8. Liability

- 8.1 We will not be liable for any indirect, incidental, or consequential damages arising from the use of our products or services.
- 8.2 Our total liability for any claim shall not exceed the value of the goods or services supplied.

9. Customer Responsibilities

9.1 In supply only situations and without a site visit the customer is responsible for ensuring the accuracy of all measurements, specifications, and installation requirements provided to us.

9.2 For installations, the customer must:

- Ensure the area is clear and accessible.
- Inform us of any potential hazards or structural issues that may impact installation.

- Ensure that any drawings or specifications provided to us are both accurate and the most current version.
- If any of the above customer responsibilities are not met, costs will be incurred.

10. Intellectual Property

10.1 All content on our website, including product designs, images, and text, is the property of Whitebox3 Ltd trading as The Ballet Barre Company. It may not be used without our written consent.

11. Governing Law

- 11.1 These Terms & Conditions are governed by the laws of England and Wales.
- 11.2 Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12. Contact Information

For questions or concerns about these Terms & Conditions, please contact us at:

- Company: Whitebox3 Ltd Trading as The Ballet Barre Company
- Email: sales@whitebox3.com
- Phone: 01580 893889
- Address: Unit 11 Durgates Lodge, Clapper Lane, Staplehurst, Kent TN12 0JS