



Terms and Conditions

These are our terms and conditions for the use of our website castawayropeworks.com our Facebook page and shop <https://www.facebook.com/castawayropeworks>, https://www.facebook.com/castawayropeworks/shop/?ref_code=mini_shop_profile_plus_header_c [ta&ref_surface=profile](https://www.facebook.com/castawayropeworks/shop/?ref_code=mini_shop_profile_plus_header_c), castawayropeworks.sumupstore.com and the purchase of products through direct face to face sales or via any of our stockists.

If you have any queries about these terms, please contact us using the contact form, by emailing castaway.ropeworks@gmail.com

This policy is offered in addition to your legal rights.

The terms and conditions herein together with any notices or conditions on other areas of this website will all together govern use by customers of this website. You should note that Castaway Ropeworks may at any time make changes to or remove part of this website without any liability to customers for such changes. Castaway Ropeworks reserves the right to change these terms and conditions in the future without specifically notifying customers and continued use of the website or placing of orders after such changes shall be deemed to be acknowledgement and acceptance thereof.

A contract will only come into existence between you the customer and us once your order has been purchased, processed and dispatched.

When you as a customer place an order via our website or online shops, you warrant by placing the order that:-

- You are not a minor or otherwise legally incapable of entering into a binding contract.
- The personal details which you give us on registration are fully complete and accurate.
- You are not using a false name or the name of any other person or body which you are not authorised to use.

Our Products

Our products are made using traditional ropework skills of splicing and knotting. Materials are sourced from various locations and include Ghost gear (Fishing rope, net and buoys lost at Sea) and repurposed fishing rope, net and buoys, at the end of their useful fishing life and thus avoiding landfill.

All products are handmade, therefore, our items vary in size, colour, style and quality, dependant on the Ghost Gear / repurposed fishing rope, net and buoys, making every item different. As such rope, net and buoys may show evidence of wear and tear. We give no guarantee that products will match exactly any special order request, pictures or descriptions.



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The materials used in products generally consist of Rope, net and buoys which are commonly made of Nylon, Polypropylene, Polysteel and Polyethalene. All materials used within our products are cleaned upon receipt of the raw materials, using stored rainwater. All cleaning chemicals used are eco-friendly.

It should be noted that fishing equipment has been used at Sea and so therefore, despite cleaning efforts may still contain a degree of salt and or sand/sediments.

Products are not designed or recommended for use by Children. Supervision is recommended for use by animals. Humans and animals should not be allowed to ingest any products.

Placement of an order / Purchase of an item

When you purchase an item or place your order you are doing so in acceptance of these terms and conditions and it is important that you have read them before you go ahead and order.

Cancelling an order

As a customer, you are free to cancel an order, to do so this has to be within 14 days and prior to your order being made for you. You will be refunded the amount of your order to the account the order originally was paid from.

Acceptance of an order

When an order is placed you will get an order confirmation sent to the email address you provided during checkout, containing information about order content, prices.

Delivery & Shipping policy

You as a buyer are free to choose from mentioned and at the time relevant delivery option(s). Castaway Ropeworks assumes no responsibility for damages caused or from any delays beyond its control:

- Local collection
- Postal / delivery services

Smaller items are typically sent using Royal Mail 2nd Class service. Larger orders, or orders for bulkier items are sent via couriers such as Evri or UPS.

For all orders made via the online shop <https://castawayropeworks.sumupstore.com/> Free delivery is included in the prices to Mainland GB. This includes England, Scotland and Wales, including all of the Great Britain landmass and including land connected by road /rail (such as Skye and Anglesey) but not including islands accessible only by water / air transport.



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For all orders placed directly or via Facebook, postage will be charged at cost, in addition to the cost of the item purchased.

For all other areas of the UK and for outside of the UK postage and delivery charges will be charged at cost.

We normally post all orders on the Friday of each week. If an order is required in a shorter time span, customers should contact us to arrange an earlier posting day.

Damages and issues

Please inspect your order upon purchase or receipt and contact us immediately if the item is defective, damaged or if you receive the wrong item, so that we can evaluate the issue and make it right.

Returns Policy

We want you to love your purchase. We also get that buying online can be tricky. If you're not completely satisfied with your purchase, we will exchange or issue a full refund of your item(s) for returns initiated within 14 days from purchase, if products are not used, changed, washed or otherwise manipulated. Where additional postage costs were charged, we do not issue refunds for the initial postage cost paid by you.

To start a return, you can contact us at castaway.ropeworks@gmail.com If your return is accepted, we'll send you instructions on how and where to send your package.

For in person purchases direct from Castaway Ropeworks or from one of our stockists' returns are only accepted in the event of the item being faulty.

No products may be returned to Castaway Ropeworks without the prior written consent of Castaway Ropeworks and are subject to a return charge.

Refunds

We will notify you once we've received and inspected your return, and let you know if the refund was approved or not. If approved, you'll be automatically refunded on your original payment method. Please remember it can take some time for your bank or credit card company to process and post the refund too.

For in personal purchases, if purchased direct from castaway ropeworks refunds will only be issued in the event the item is faulty. For items purchased direct from one of our stocklists please contact the stockist in the first instance.



Liability

We try to have the information on this website and Facebook page as accurate as possible but we make no warranties, whether express or implied, regarding its accuracy. We also do not make any warranties regarding any matters relating to the use of this website and it is a matter for you to ensure that your own equipment is protected from viruses or other external factors.

Your rights are protected by the Sale of Goods and Supply of Services Act, 1980, and also the Consumer Protection Act, 2007, where you are a consumer. Nothing in this website shall affect your rights under the applicable law.

Severance

If any of these terms and conditions shall prove to be void, unlawful, or unenforceable for any reason then such term or condition shall be deemed to be severed from the remaining terms and conditions which shall remain valid and enforceable.

If any provision of these terms and conditions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.



Terms of service

Section A - Online Store, Facebook purchases and Website Terms:

(Terms set out in Section A apply to consumer purchases and website use. For direct in-person sales e.g. at Artisan markets see section B, For Wholesale B2B terms, see section C – separate document)

This website is operated by Castaway Ropeworks. Throughout the site, the terms “we”, “us” and “our” refer to Castaway Ropeworks. Castaway Ropeworks offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current website or online store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our online store is hosted by Sum Up. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

Part 1 - General conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of any Castaway Ropeworks product or Service or Website, use of any Castaway Ropeworks product or Service or Website, or access to Castaway Ropeworks product or Service or Website or any content on the website through which the service is provided, without express written permission by us.



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All rights, including copyright and other intellectual property rights, in and to this Website are owned by or licensed to Castaway Ropeworks.

Your use of the Website and its contents grants no rights to you in relation to our intellectual property rights, or that of third parties, in the Website or its contents.

Damage to your computer or other device - Castaway Ropeworks uses reasonable efforts to ensure that this Website is free from viruses and other malicious or harmful content. However, we cannot guarantee that your use of this Website (including any content on it or any website accessible from it) will not cause damage to your computer or other device. It is your responsibility to ensure that you have the right equipment (including antivirus software) to use the Website safely and to screen out anything that may damage or harm your computer or other device. Except where required by applicable law, Castaway Ropeworks shall not be liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via the Website.

Part 2 - Online store terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your Country.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

Part 3 - Accuracy and completeness of information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Part 4 - Modifications to the service and products

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.



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We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Part 5 - Products

Some products may be available exclusively online through the website. These products may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person or geographic region. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at our sole discretion. We reserve the right to discontinue any product at any time.

We have taken reasonable precautions to try to ensure that prices quoted on the Website are correct and that all products have been fairly described. However, when ordering products or services through the Website, please note that:

- Due to the nature of the raw materials differences may occur within products
- Some of the raw materials may exhibit flaws from wear and tear
- Packaging may vary from that shown on the Website.
- The weights, dimensions and capacities shown on the Website are approximate only.
- All items are subject to availability. We will inform you as soon as possible if the product(s) or service(s) you have ordered are not available and we may offer alternative product(s) or service(s) of equal or higher quality and value.

Part 6 - Accuracy of billing and account information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.



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Part 7 - 3rd Party links and information

Content relating to Third-parties may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Part 8 - Comments, feedback and other submissions

If, at our request, you send submissions (for example creative ideas, suggestions, proposals, plans, or other materials) whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Part 9 - Personal information

Your submission of personal information through the store is governed by our Privacy Policy.

Part 10 - Errors, inaccuracies and omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified



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update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Part 11 - Prohibited uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Part 12 - Limitation of liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the product or service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Castaway Ropeworks, our owners, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.



Part 13 - Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Part 14 - Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the United Kingdom.

Part 15 - Changes to terms of service

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

Questions about the Terms of Service should be sent to us at castaway.ropeworks@gmail.com



Section B

(Terms set out in Section B apply to consumer purchases made directly from Castaway Ropeworks or in-person sales e.g. at Artisan markets)

Part 1 - General conditions

We reserve the right to refuse service to anyone for any reason at any time.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of any Castaway Ropeworks product or Service or Website, use of any Castaway Ropeworks product or Service or Website, or access to Castaway Ropeworks product or Service or Website or any content on the website through which the service is provided, without express written permission by us.

Your use of the Website and its contents grants no rights to you in relation to our intellectual

Part 2 - Purchase terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your Country.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

A breach or violation of any of the Terms will result in an immediate termination of your Services.

Part 3 - Modifications to the service and products

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue a product or Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of a product or Service.

Part 4 - Products

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person or geographic region. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at our sole discretion. We reserve the right to discontinue any product at any time.

When purchasing products or services, please note that:

- Due to the nature of the raw materials differences may occur within products
- Some of the raw materials may exhibit flaws form wear and tear



- Packaging may vary from that shown on the Website.

Part 5 Return and refunds

For in personal purchases, if purchased direct from castaway ropeworks refunds will only be issued in the event the item is faulty.

For items purchased direct from one of our stocklists please contact the stockist in the first instance.

Part 6 - Comments, feedback and other submissions

If, at our request, you send submissions (for example creative ideas, suggestions, proposals, plans, or other materials) whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Part 7 - Personal information

Your submission of personal information through the store is governed by our Privacy Policy.

Part 8 - Limitation of liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the product or service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or



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conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Castaway Ropeworks, our owners, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Part 9 - Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Part 10 - Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

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