

Privacy Policy

What Personal Information About Customers Does playgrounds.ca Gather?

Information you give us: We receive but do not store any information you enter on the playgrounds.ca web site or give us in any other way.

Automatic information: We receive and store certain types of information whenever you interact with us. For example, like many other web sites, we use “cookies” and we obtain certain types of information when your web browser accesses playgrounds.ca

Does playgrounds.ca sell the information it receives?

Playgrounds.ca does not sell information to other companies.

What information does Playgrounds.ca share?

Playgrounds.ca may share your information with third parties acting on our behalf or as permitted or required by law.

- **Third-Party Service Providers:** We employ other companies and individuals to perform functions on our behalf. Examples include, delivering packages, and processing credit card payments. They have access to personal information needed to perform their functions, but may not use it for other purposes.
- **Protection of Playgrounds.ca and others:** We release account and other information when we believe release is appropriate to comply with law; enforce or apply our terms and conditions and other agreements; or protect the rights, property, or safety of Playgrounds.ca our users, or others.

How Secure Is Information About Me?

- We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you enter.
- We reveal only the enough of your credit card number to uniquely identify it when confirming an order. We securely transmit the entire credit card number to the appropriate credit card company during order processing.
- The security of your personal information is a high priority for Playgrounds.ca. We maintain appropriate safeguards and current security standards to protect your personal information, whether recorded on paper or captured electronically, against unauthorized access, disclosure, or misuse.

Terms and Conditions

Please Read The Following Terms and Conditions of Use Carefully Before Using This Website.

Price, specifications and terms of offers are subject to change without notice. Canadian Playsystems Ltd. (hereafter referred to as Playgrounds.ca) is not responsible for typographical and/or photographic errors.

Important Ordering Information

All orders require 2 to 3 business days processing before shipment for any product designated as “In Stock”. While Playgrounds.ca makes every attempt to maintain accurate stock information, Playgrounds.ca is not responsible for the accuracy of inventory. In the event of a discrepancy regarding availability of a product, Playgrounds.ca has the right to fully refund a customer for the full purchase price, in lieu of timely delivery of merchandise.

- Playgrounds.ca processes and ships Monday to Friday, and is closed on weekends and holidays.
- No deliveries are made by carriers on weekends or holidays.
- You may be contacted at the phone number registered with your credit card for security purposes.

Prices

Prices shown on the playgrounds.ca site do not include taxes or shipping and handling fees, unless otherwise noted. Prices are in CANADIAN dollars. The price charged for an order will be the price in effect at the time the order is made.

Shipping and Possible Risks During Shipping

Products are shipped to you by common carrier. Playgrounds.ca’s liability to you for breakage and/or non delivery of the products by the common carrier to you will be limited by the limits of liability provided by the common carrier’s terms and conditions of carriage.

After processing, shipment within Canada will take between 5 and 7 business days. Orders to the USA will take up to 15 business days and offshore shipment times will be indicated with your order confirmation.

Taxes

Playgrounds.ca charges GST (goods and service tax) to all customers in Canada, and PST (Provincial Sales Tax) to orders shipped within British Columbia

Limitation of Liability

Playgrounds.ca shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products.

All items sold through playground.ca are sold "as is" or "with all faults" The entire risk as to the quality and performance of these items is with the buyer. Should any of these items prove defective, do not function, or function improperly in any way following their purchase, the buyer, and not the manufacturer, distributor, or Playgrounds.ca, assumes the entire cost of all servicing or repair.

Interpretation

These Terms and conditions shall be interpreted under and governed by the laws of British Columbia, without giving effect to conflicts of law rules. Headings used in these Terms and Conditions are for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of these Terms and Conditions.

Arbitration

All dispute, controversy, or claim against Playgrounds.ca arising out of or relating to these Terms and Conditions, their interpretation, or the breach, termination or validity thereof, or any related purchase shall be resolved exclusively and finally by arbitration administered by the Better Business Bureau (BBB)

The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute or controversy between you and Playgrounds.ca. The arbitration shall be held in any mutually agreed upon location in person, by telephone, or online. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in a court of competent jurisdiction.

The arbitrator shall not award either party special, exemplary, consequential, punitive, incidental or indirect damages, or attorney's fees and each party irrevocably waives any such right to recover such damages. The parties will share the costs of the arbitration, (including the arbitrator's fee, if any) in the proportion that the final award bears to the amount of the initial claim.

Severability

If any provision of these Terms and Conditions is held to be illegal, invalid or un-enforceable, in whole or in part, the legality, validity and enforceability of the remaining provision shall not be affected or impaired.

The Terms and Conditions are declared to be Severable.

Typographical Errors

In the event that a Playgrounds.ca product is mistakenly listed at an incorrect price, Playgrounds.ca reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Playgrounds.ca reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Playgrounds.ca shall issue a credit to your credit card account in the amount of the incorrect price. Problems with Playgrounds.ca can be reported to us by e-mailing sales@playgrounds.ca.

Playgrounds.ca reserves the right to revise these Terms and Conditions.