



Fuchsia Fairy

Date **February 2019**

748 Woodborough Road, Nottingham NG3 5GJ

Bespoke Print and Stationery Goods

TERMS AND CONDITIONS

“We” are:

Jacqueline Rogerson trading as Fuchsia Fairy of
748 Woodborough Road, Nottingham NG3 5GJ.

“You” are:

The customer purchasing Goods and/or Specified Goods from us (and where there is more than one person, they shall be jointly and severally liable).

1. Definitions

In this agreement:

- | | |
|--------------|--|
| “Consumer” | Means any individual who, in connection with this agreement, is acting for a purpose which is outside their business. |
| “Extra Work” | Means all of the work we do and materials we buy to prepare or produce Specified Goods. This will usually mean creating bespoke designed stationery, papers, documents or cards. |

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Terms &



Conditions

- "Goods" Means any of the Goods we offer for sale on Our Website, or, if the context requires, Goods we sell to you. It includes Specified Goods.
- "Intellectual Property" Means Intellectual Property of every sort, whether or not registered or registrable in any country, including Intellectual Property of kinds coming into existence after today; and including; among others, designs, copyrights, software, discoveries, know-how, together with all rights which are derived from those rights.
- "Specified Goods" Means Goods which have been subject to Extra Work to your specific order.
- "Our Website" Means any website of ours and includes all web pages controlled by us.

These Terms and Conditions apply to all supplies of Goods by us to you.

2. Our Contract With You

- 2.1. Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- 2.2. We may change these Terms from time to time.

3. Extra Work

- 3.1. Our contract to supply Specified Goods is a contract for both the supply of Goods and the Extra Work you have asked us to do.
- 3.2. Extra Work is the bespoke design of your Goods to fit with your occasion or purpose specifications, design instructions or themes ("your Brief").
- 3.3. The Extra Work shall be limited to the preparation of an initial design based on your Brief to us, and two rounds of amendments or revisions.

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- 3.4. Wholesale redesign or significant changes to your Brief shall not be included as amendments or revisions and in that situation the contract will be terminated, and the Deposit forfeited. A new Quotation will then be provided by us, based on the new design instructions.
 - 3.5. **PLEASE NOTE: Your final Brief will be sent to you for approval and sign off, and this will then allow the Specified Goods to be manufactured. Once your Brief is signed off by you, no responsibility will be accepted by us for spelling errors, incorrect names, dates, or any other information set out in the Brief. Any changes to the Brief thereafter will incur additional charges.**
4. Intellectual Property.
- 4.1. The Intellectual Property is all work we do in the process leading to completion of the Specified Goods and in the completed Specified Goods, belongs to us. You cannot copy, reprint or use the designs for any other purpose or goods, save as set out below.
 - 4.2. If you change or create derivative versions of the Specified Goods, the Intellectual Property in those changed or derived versions also belongs to us.
 - 4.3. We now grant an exclusive licence to you, to use the Intellectual Property, by the use of the Specified Goods only, for a period of 99 years. You may not assign this licence in any circumstances.
5. Prices
- 5.1. Prices for Goods and Specified Goods are available on enquiry, either through Our Website or by telephone or email. We are not registered for VAT. The Price for the Goods and Specified Goods is set out on our Quotation.
6. Payment
- 6.1. We require you to pay 50% of the Price of your order on acceptance of our Quotation. The balance payment is required to be paid by you, including, where applicable, any delivery costs, before we will

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- send any part of the order, save that we will supply digital proofs for revisions, amendments and final approval as set out in paragraph 3 to allow the Extra Work to be signed off by you.
- 6.2. The Price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order which will be set out in writing to you, before we ask you to pay.
- 6.3. If we owe you money (for any reason), we will credit your nominated bank account as soon as reasonably practicable but, in any event, no later than 14 days from the date when we accept that repayment is due.
7. Cancellation and Refunds
- 7.1. You are purchasing Specific Goods, and there is no right to cancel a contract to supply Specific Goods and no refunds are available. If you do not wish to progress with the order, and ask to cancel or terminate the agreement, unless we have agreed otherwise in writing, you will be liable to pay the full Price for the Specific Goods or Goods.
8. Liability for Subsequent Defects
- 8.1. Please examine the Goods received from us immediately you receive them. If you do not tell us of any defect or problem within 7 days of receipt of the Goods, we shall assume that you have accepted them.
- 8.2. If the Goods do not meet our Brief as detailed in the Quotation, you may reject them and return them to us. The Goods must be returned to us as soon as any defect is discovered but not later than 1 month from receipt to you.
- 8.3. We will return your money subject to the following conditions:
- 8.3.1. We receive the Goods with labels and packaging intact.
- 8.3.2. You tell us who you are, where you are and set out the fault complained of in writing. We cannot return your money unless we know who sent the Goods back.
- 8.4. If any defect is found, then we shall:
- 8.4.1. repair or replace the Goods, or

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- 8.4.2. refund the full cost you have paid including the cost of returning the Goods.
- 8.5. Our Goods are hand-made and are therefore unique products. Part of the character and nature of such Goods is that they are subject to colour and shade variations. Therefore, defect shall **not** include:
- Colour variations.
 - Natural variations.
 - Errors not identified by you, or any changes requested, at the time or after the Brief has been approved – (see Clause 3.5 above).
9. Delivery
- 9.1. Goods are delivered by next day registered and tracked delivery, and should arrive at the very latest 14 days from the day we tell you that the order is complete and ready for delivery.
- 9.2. Delivery of Goods will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery.
- 9.3. If we are not able to deliver your Goods within 14 days of the date of your order, you shall be notified by email or text to arrange another date for delivery.
- 9.4. We may deliver the Goods in instalments if they are not all available at the same time for delivery.
- 9.5. Goods are sent at our own risk until signed for by you or by any other person at the address you have given to us.
- 9.6. All Goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted, the Goods may be retained by the Carrier.
- 9.7. When your Goods arrive, it is important that you check immediately the condition and quantity. If your Goods have been damaged in transit, you must refuse the delivery and immediately contact us so that we may dispatch a replacement quickly and minimise your inconvenience.
- 9.8. Signing “Unchecked”, “Not checked” or similar is not acceptable.
- 9.9. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence. If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual.

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We are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.

- 9.10. Some Goods are so large and heavy that delivery times may be slightly longer. In this case, approximate delivery dates will be given when you place your order.
- 9.11. If you pick up Goods from us in person, then:
 - 9.11.1. Goods are at your own risk from the moment they are picked up by you or your Carrier;
 - 9.11.2. you agree that you are responsible for everything that happens after you take possession of the Goods, both on and off our premises, including damage to property of any sort, belonging to any person.

10. Goods Returned

These provisions apply if you buy from us **other than being a Consumer**.
The following rules apply to the return of **faulty Goods only**:

- 10.1. We do not accept returns unless there was a defect in the Goods at the time of purchase, or we have agreed in correspondence that you may return them.
- 10.2. So far as possible, Goods should be returned:
 - 10.2.1. with both Goods and all packaging as far as possible in their original condition;
 - 10.2.2. securely wrapped;
 - 10.2.3. including our delivery slip;
 - 10.2.4. at your risk and cost.
- 10.3. In returning faulty Goods please enclose with it a note clearly stating the fault and when it arises or arose.
- 10.4. If we agree that the Goods are faulty, we will:
 - 10.4.1. refund the cost of the return carriage;
 - 10.4.2. repair or replace the Goods as we choose.
- 10.5. If we repair or replace the Goods, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect.

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11. Disclaimers

- 11.1. You agree that in any circumstances when we may become liable to you, in contract, tort, product liability or any other legal basis, the limit of our liability is £XX.
- 11.2. We shall not be liable to you for any loss or expense which is:
 - 11.2.1. indirect or consequential loss; or
 - 11.2.2. economic loss or any other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 11.3. Nothing in this clause shall limit our liability for death or serious injury.

12. Miscellaneous Matters

- 12.1. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act.
- 12.2. You grant to us consent to use any work including photographs created as part of the Assignment to show off our Goods and services and designs, together with the right to display images as part of our portfolio and to write about the Assignment on websites, and in our marketing materials. If you do not wish to grant this consent, you must confirm this in writing or by email within 7 days of entering into this agreement.
- 12.3. We shall not be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control, including any labour dispute between a party and its employees.
- 12.4. This agreement shall be governed by the laws of England and Wales.