

## Terms & Conditions

### Terms of sale - IS OK Designs

The following documents tell you our Terms & Conditions on which we (IS OK Designs) supply any of our products listed on our web site(s) [www.mineheadprinters.co.uk](http://www.mineheadprinters.co.uk) / [www.isokdesigns.co.uk](http://www.isokdesigns.co.uk) to you. Please read the following Terms & Conditions carefully before placing an order with us. Please note that when ordering any of our products you agree to be bound by these Terms & Conditions.

#### 1. About Us

Our web site is operated by IS OK Designs. Our Trading address is IS OK Designs House - Unit 2B - Cats Lane Minehead - Somerset - TA24 5DX

Our Vat Number is: GB 129 0172 34

#### 2. How the contract is formed between you and us when placing an order

2.1 When you place an order with IS OK Designs, you are constituting an offer to buy our product or products. All orders are subject to our acceptance and acceptance will be confirmed via electronic notification at the end of you placing your order (Order Confirmation). The Contract between us will only be formed once order confirmation is confirmed by you. Once the contract has been formed any variations will not be accepted unless written consent by us.

2.2 As all our products are made to your specification or personalized by you, you will not have the right to cancel the order once the contract has been made.

2.3 All payment will need to be paid before orders are processed and any artworks are generated. Payment can be made by phone by major debit or credit cards where accepted.

#### 3. Using our Designs

All designs on our web site(s) are owned and therefore no usage is permitted without prior consent by us and only if they are not used with the intention for sale or resale.

#### 4. Material and Information provided by you

4.1 You accept that any materials and information provided by you are done at your own risk and you have retained copies of all material and information you have given us. Any materials and information that is lost or damaged during the transition from you to us will be at your own risk and we exclude all liability during this process.

4.2 any information or materials forwarded to us will be used and therefore we can not accept no responsibility for poor quality products in these circumstances.

4.3 You must not provide us with information or material that will breach any third party rights. You have their express consent. We have the right to disclose your identity to any third party that are claiming a violation of their rights.

4.3 We have the right to cancel any contract with you if in our opinion materials and information are not to our Terms & Conditions. You will receive a full refund of the sums already paid if an order is not fulfilled subject to any costs that may have been generated during the process.

4.4 you agree that if you are using someone else's information when placing an order you have their full consent before ordering.

4.5 All personal information is processed and stored in accordance with our Privacy Policy.

4.6 We may remove any information and material stored with us if it has been inactive for a period of time without reference to you. We may change our policy's at anytime and without notice to you.

#### 5. Approvals

5.1 Once order confirmation has been confirmed and a contract between you and us has been accepted, we will send you a proof prior to producing your product(s) you will accept that once you have approved the proof the product(s) can not be changed or cancelled. We can not accept any liability to you of errors in the proof once proof has been accepted by you.

5.2 Your statutory rights are not affected by these terms and conditions.

## 6. Delivery or Collection

6.1 Unless there are exceptional circumstances, your product(s) will be despatched for delivery or collection in accordance with the delivery or collection service you chose during the ordering process.

6.2 Your statutory rights are not affected by these terms and conditions.

6.3 We aim to complete and have your product ready for collection or delivered to you as agreed during the order process.

6.4 Delivery and collections will be made during working days Monday to Friday excluding Bank holidays.

6.5 Where a Delivery or Collection is delayed due to exceptional circumstances, we will complete the work as soon as reasonably possible.

6.6 Where delivery is not possible due to wrong delivery information provided by you, the delivery will be returned to us and will be despatched on the correct delivery details are obtained. We reserve the right to additional charges made payable from you with the correct delivery address.

6.7 All products will be signed for on delivery. If the product is signed for by a person other than the recipient the products initially intended for and the products are subsequently not delivered to the intended recipient no liability will incur providing the parcel was delivered to the address provided by the customer

## 7. Non-Delivery

7.1 You must notify us within 2 working days of our failure of expected delivery date in order that we can investigate and take appropriate action.

7.2 The earliest date we can claim for non-delivery is 15 working days from date of despatch. We are unable to process a reprint before this time. You should notify us again by phone or email if your products have not arrived after 15 working days.

7.3 Once you have notified us in accordance with the above we will then send you forms to complete and return. Once we have received the completed forms we will then reproduce and redeliver the products to you at no further cost or expense to you.

## 8. Quantities

8.1 All reasonable endeavors will be made to deliver the correct quantity of products order by you.

8.2 you acknowledge that variations in respect of quantities are inherent within the printing industry.

8.3 Shortages must be notified within 2 working days of receiving the delivery.

8.4 All overages may be kept by you at no additional costs.

## 9. Quality

9.1 You accept that the variation on colours are inherent within the printing process for files that are submitted. You also understand and accept that computer hardware set ups are such that we cannot guarantee that the product colours will match those displayed on your computer screen during the ordering process.

## 10. Risk and Title

10.1 Once you have taken delivery of the products, they will be at your risk.

10.2 Ownership of the products will be passed to you once delivery has been accepted.

## 11. Price and Payment

11.1 The prices on our site are correct except for in cases of obvious error.

11.2. All prices on our website do not include VAT, Artwork or delivery costs where applicable. All costs will be added to your order confirmation prior to payment.

11.3 All prices are subject to change at any time, but will not effect orders that we have already sent order conformation.

11.4 We do not store any credit or debit card information data.

## 12. Replacement of Product(s)

12.1 You will need to notify us within 2 working days of delivery if you feel the product is defective, we may request that you return the product to us for examination.

12.2 upon examination defective products will be replaced.

## 13. Claims

13.1 Claims for damages, shortages or non delivery must be reported to us by phone or email withing 2 working days of the products being despatched.

13.2 We will not be reliable in respect of any claims unless we are notified in accordance with paragraph 13.1 except where you demonstrate to our reasonable satisfaction that it was not possible to comply with these requirements and you claim was made by you as soon as reasonably possible thereafter.

## 14. Our Liability

14.1 Our liability in connection with any product(s) purchased through our site is strictly limited to the purchase price of that product (including delivery costs).

14.2 We do not exclude or limit in anyway our liability:

14.2.1 For death or personal injury caused by negligence;

14.2.2 Under section 2(3) of the Consumer Protection Act 1987;

14.2.3 For fraud or fraudulent misrepresentation; or

14.2.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

14.3 Whether caused by our negligence, breach of contract or breach of duty, we exclude all liability for;

14.3.1 Any direct loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time; or

14.3.2 Any indirect or consequential loss or damage of any kind however arising, even if foreseeable.

## 15. Written Communication

15.1 When using our site, you accept that communication with us will be by electronic means only. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes you agree to this electronic means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement.

## 16 Notices

16.1 You must give notice to IS OK Designs either by post by registered post at your cost, or electronically using the messaging facility on our site. We may give notice to you at either the e-mail or postal address you provide us when placing an order. Notice will be deemed received and properly served:

16.1.1 Within 1 Working day when given electronically; and

16.1.2 3 working days after the date of posting of any letter when served.

16.2 In proving the service of any notice, it will be sufficient to prove that such notice was properly addressed and sent.

## 17. Transfer of Rights and Obligations

17.1 The Contract is binding on you and us and on our respective successors and assigns.

17.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

17.3 We may transfer, assign, change, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it at any time during the term of Contract.

## 18. Events Outside our Control

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control.

18.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

18.2.1 Strikes, lock-outs or other industrial action;

18.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat of preparation for war.

18.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural threats.

18.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

18.2.5 Impossibility of the use of public or private telecommunications network: and

18.2.6 The acts, decrees, legislation, regulations or restrictions of any government.

18.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of the period. We will use our reasonable endeavors to bring the Force Majeure Events to a close or to find a solution by which our obligation under the Contract may be reformed despite the Force Majeure Event.

## 19. Waiver

19.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

19.2 A waiver by us of any default shall not constitute a waiver of any subsequent default

19.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 17 above.

## 20. Severability

20.1 If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 21. Entire Agreement

21.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

21.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

21.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## 22. Our Right to vary these Terms & Conditions

22.1 We have the right to revise and amend these terms and conditions from time to time.

22.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## 23. Law and Jurisdiction

23.1 Contracts for the purchase of Products through our site will be governed by the laws of England and Wales. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales