



**Terms and Conditions**

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### **1.0 Introduction**

1.1 Contracts shall be construed according to and be governed by English Law. The purchaser shall submit to the jurisdiction of the English Courts but this shall not prevent us from taking legal proceedings against the purchaser in a Court outside England should we decide to do so.

1.2 All contracts will be subject to these conditions and all terms and conditions appearing in the Purchaser's order shall have no effect. Any variation of the terms and conditions of this contract will become binding on us only if confirmed in writing both by the purchaser and us.

### **2.0 Pricing and Payments**

2.1 All prices are subject to VAT, where VAT law applies. We will be entitled to add to the contract price any value added tax, which is chargeable in respect of the goods and/or services, supplied and to recover the same from the purchaser.

2.2 Goods remain the property of the company until paid in full.

2.3 Credit card details are captured on a secured page and are transferred using industry standard SSL encryption to our payment provider, WorldPay/Sage Pay.

### **3.0 Your Order**

3.1 All orders placed with The Company are final and cannot be cancelled unless we receive a cancellation request in writing from the customer within a time frame that is deemed substantial by us. Orders cancelled outside of the time frame period will incur a 10% cancellation charge.

3.2 We take it in good faith that any artwork supplied by you in relation to your order does not infringe copyright law.

3.3 Delivery and completion dates are given by us in good faith, but they are not contractual obligations and it is an express condition that we shall not be liable to the purchaser for any delay, no matter how arising, nor from any contingent or consequential loss or damage suffered by the purchaser arising from such delay. Any failure by us to adhere to specified delivery or completion dates should not provide the purchaser with grounds for cancelling the contract. Our work is bespoke and issues beyond our control can arise. We will endeavour to keep customers fully informed of any such issue.

3.4. We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

3.5 Failure to supply details necessary to progress your order will result in production being delayed, and the requested deadline not being met, in which case we will not be held liable for the delay.

3.6 Order confirmation should be supplied by email even if your order has been placed verbally in person or over the phone. Please ensure you provide valid email addresses and telephone numbers at the time of ordering.

### **4.0 Samples**

4.1 It is our policy to recommend that customers have a sample prior to production to check design layout, artwork, colours etc. Once approved, the sample remains the control standard for manufacturing within our general terms of sale. If customers choose not to use a sample, we take no responsibility of the finished product.

4.2 Silk Screen printed samples will be included in the price if the project in question is approved. However any product that is sampled using the silk screen process that does not reach the production stage, whether or not they are up to standard, will be charged at £40 per colour plus VAT.

4.3 Digital printed samples are based on sheet and ware prices and will be accompanied by an invoice that must be paid within 30 days.

## **5.0 Printing and Decoration**

5.1 With reference to bespoke projects, our ceramic products are made from naturally occurring materials and in addition are hand decorated and therefore subject to minor variations. For decal orders both the ceramic colours and the printing process are subject to variation of plus or minus 5%, which is an industry norm.

5.2 We would recommend that all customers ordering decals have a proof which will become the control standard. If a proof has not been used, we take no responsibility of the outcome.

## **6.0 Quality procedures/inspection**

6.1 All of our decal orders are inspected after the decals have been printed and then after they have been cover coated.

6.2 All of our bespoke projects inspected after firing prior to packing. Alternatively, if customers wish to inspect the project themselves prior to dispatch they are welcome to do so by arrangement at our premises. Manufacturing is to the highest standards, and all products are inspected within industry guidelines and tolerances.

6.3 The quantity of any consignment of goods as recorded by the company on despatch from the place of business shall be conclusive evidence of the quantity received by the buyer on delivery unless the buyer can provide evidence proving the contrary.

6.4 The company shall not be liable for any non-delivery of goods (even if caused by the company's negligence) unless the buyer gives written notice to the company of the non-delivery within 7 days of the date when the goods would in the ordinary course of events been received.

6.5 If a product is being ordered from outside the United Kingdom the recipient of the product is responsible for all customs duties or tariffs incurred in the country to which the products are shipped. Furthermore, your order may be subject to delay or be opened and searched by local customs authorities when entering the destination country.

## **7.0 Cancellation Rights, Returns and Refunds**

7.1 Notification of cancellation must be in writing, a telephone call is not a valid cancellation.

7.2 No right of cancellation exists for bespoke projects, once production has commenced.

7.3 Damaged or missing goods must be reported, in writing with photographic evidence, within 24 hours of receipt. You are responsible for paying any postage or shipping costs incurred when returning the product.

7.4 We recommend that all returns where the items are deemed defective be sent by registered post, so that a record of the return is available for you.

7.5 We will not be liable for any items lost, damaged or stolen in transit.

7.6 We take no responsibility for any goods paid for without inspection by the customer. As stated above, any discrepancies must be reported to us within 24 hours with the requested evidence.

## **8.0 Customer Complaints**

8.1 We endeavour to respond to all customer complaints or queries within five working days. All complaints must be notified to us in writing by email or telephone.

## **9.0 Liability**

9.1 Under no circumstances shall we be liable to the purchaser for loss of profit or other financial loss, damage to property, expenditure incurred on the goods supplied or any consequential or special loss or damage sustained by the purchaser as a result of any breach by us of any of the provisions of this contract.

## **10.0 Variation**

10.1 We reserve the right to vary these terms & conditions at any time, without giving notice to you. Such varied terms and conditions shall automatically apply to the use of our website from the date of publication on our website, or on any formal quotation.