

TERMS AND CONDITIONS

We know it's a bore but please read them carefully.

DEFINITIONS

- "Buyer" means the individual who buys or agrees to buy the Goods from the Seller;
- "Contract" means the Contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- "Goods" means the items that the Buyer agrees to buy from the Seller;
- "Seller" is Nicky Espinasse, Trading as With love wedding stationery;
- "Terms and Conditions" means the Terms and Conditions of sale set out in this agreement and any special Terms and Conditions agreed in writing by the Seller;
- "Website" is <https://withloveweddings.co.uk>

1 CONDITIONS

- 1.1 Submitting the order documentation shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 1.2 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights.
- 1.3 These Terms and Conditions shall apply to all Contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 1.4 Any variation to these Terms and Conditions (including any special Terms and Conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

2 RIGHTS OF SELLER

- 2.1 The Seller reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Seller shall make every effort to ensure prices are correct at the point at which the Buyer places an order.
- 2.2 The Seller shall not be liable for any variations in colour per print run/order due to the specialist printing processes and any variations in card colour. Every effort will be made to avoid or minimise this. Variations in colour (of print or card stock) will not be deemed a fault with the Goods and will not result in a refund. This also applies to variations in colour from Website to Goods and electronic proof to Goods.
- 2.3 As the Buyers stationery is printed to order, there may be slight variations in colour of print and card stock from that of the samples, all steps are to taken to avoid or minimise this. This is not classed as a defect and will not result in a refund.

3 COPYRIGHT AND CONFIDENTIALITY

- 3.1 Any unauthorised reproduction of the designs or products is strictly prohibited. The Seller takes any unauthorised copying or printing of the design work (including Website and logo) very seriously. Legal action will be taken in all cases.
- 3.2 Samples are for personal use only.
- 3.3 All complete designs (including Website and logo) are the copyright of the Seller Nicky Espinasse T/A With love wedding stationery. Copyright of illustrations may vary. All rights are reserved.
- 3.4 The Seller is aware of and will comply with the obligations under current data protection legislation in the UK and GDPR. Please see the PRIVACY POLICY.
- 3.5 The Buyer is wholly responsible for gaining the copyright of any hymns/quotes/pictures used in any item, the Buyer will then give us the permission for them to be reproduced. Therefore, the Buyer will be responsible for any illegal reproduction undertaken due to incorrect licensing or breach of copyright laws.

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4 ORDERING

4.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods in accordance with these Terms and Conditions, and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.

4.2 All order deadlines are on the Website and it is the Buyer's responsibility to order in good time.

4.3 There is a minimum order of 25 items (with the exception of the seating/table plan/table names or numbers and folded menus) with a minimum spend of £50.00 plus postage.

4.4 When making an order for samples through the Website, the technical steps the Buyer needs to take to complete the order process are clear.

4.5 If the Buyer fails to supply the Seller with the relevant payment or required information to produce the order, the Seller cannot be held liable for being unable to complete the Buyer's order.

5 PRICE AND PAYMENT FOR SAMPLES

5.1 Prices for samples is stipulated on the Website, payment is made at the time of purchase.

6 PRICE AND PAYMENT FOR ORDERS OTHER THAN SAMPLES

6.1 The price of the Goods shall be that stipulated on the Website and are nonnegotiable.

6.2 The price excludes delivery charges.

6.3 A non-refundable 30% retainer fee is required with the booking form. This will allow the proof preparation and secure the production and print time.

6.4 The balance is required after final confirmation email has been received. Payment of the price and delivery charges must be made in full before any printing can commence and the Goods dispatched. This applies to ALL orders.

7 PROOFS

7.1 The Buyer is solely responsible for checking and approving the final proof prior to printing. No liability lies with the Seller if the proofs were approved with any mistake apparent, no matter how the error occurred. The Seller will not begin printing until the final confirmation email, with payment, have been received.

7.2 If items need to be reprinted due to an error it will be treated as a new order and charged accordingly.

7.3 There are 3 revisions to the proof provided free of charge, further changes will be charged at £5.00 per proof issued.

7.4 In the very unlikely event an error is made solely by The Seller, and liability is accepted by The Seller, The Seller will replace or change said items free of charge. The Seller is not responsible for items ordered incorrectly.

7.5 Once the Buyer has approved the email proof and the items have been sent to print any further changes will be charged at the full retail cost of the items in question. If the files have not been sent to print but require re proofing and further approval there will be a nonnegotiable £15.00 administration charge.

8 WARRANTIES

8.1 The Seller warrants that the Goods will, at the time of dispatch correspond to the description given by the Seller.

8.2 All other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

8.3 The Buyer, if relevant, warrants that all details provided on the order form for the purpose of purchasing the Goods are correct.

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9 DELIVERY

9.1 Delivery relies on prompt receipt of all payments, forms and proofs. It is the Buyer's responsibility to send/return these in good time.

9.2 The Seller aims to dispatch an order 20 working days from receipt of the final proof. The Consumer Rights Act states that legally there is a default delivery period of 30 days during which the Seller needs to deliver the goods to the Buyer unless the Buyer has been notified of a longer timescale. If the Goods are not delivered within this time, a full refund will be given.

9.3 No specific delivery date can be agreed unless in writing from the Seller.

9.4 The Seller shall use its reasonable endeavours to meet any (non default) date agreed for delivery. In any event that delivery shall not be made by the agreed date the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third-party arising directly or indirectly out of any failure to meet said delivery date.

9.5 The Seller is not responsible for delayed delivery due to circumstances beyond our control such as postal strikes or postal errors. If the Seller is aware of a problem the Buyer will be contacted immediately.

9.6 Delivery of the Goods shall be made to the Buyer's address specified on the order form and the order confirmation email. The Buyer shall make all the arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. Once the first delivery attempt has been made, redelivery of the Goods is the responsibility of the Buyer. The Seller is not liable for any costs incurred if the Buyer is not able to take delivery at the time any delivery attempts are made.

9.7 The Consumer Rights Act means the Seller is responsible for the condition of the goods until the goods are received by the Buyer, or by someone else you have nominated to receive them on their behalf. If the Goods arrived damaged, the Buyer is entitled to replacements only. These goods must be returned to the Seller, postage costs will be covered by the Seller.

10 CANCELLATION AND RETURNS

10.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller by email within 48 hours of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

10.2 Where a claim of defect is made the Goods shall be returned by the Buyer to the Seller. The Buyer shall be entitled to replacements or a full refund (including delivery costs) plus any return postal charges if the Goods are in fact defective.

10.3 The order placed by the Buyer will be prepared and produced by the Seller based on the information written on the order form, it is solely the Buyer's responsibility to order correctly. No refunds or reprints will be made if items produced are not as required but are as ordered.

10.4 As the Seller will commence work straight away the legal '14 day cooling off period' is waived by the Buyer, unless the Buyer informs the Seller in writing to not start the work until after the 14 days. The Buyer still has the right to cancel within these 14 days, but the Buyer must pay for the value of the work that is provided up to the point of cancellation.

10.5 If the Buyer cancels the order any time after the 14 days cooling off period, the Buyer will not be entitled to a refund of any monies paid.

10.6 If there is a breach of contract – i.e. failure by one party to do what the contract requires them to do, either side may cancel the order, with no future liabilities.

10.7 By law and the 'Distance selling legislation' any item that **hasn't** been personalised, made to order or changed to fit the Buyers requirements, can be returned to the Seller within a 'cooling off' period of 7 days. The Buyer must inform the Seller in writing before sending the item back, the item must be returned to the Seller in the same condition as was received, postal costs are to be covered by the Buyer. The Seller will refund monies paid for the returned item. Complaints must be sent in writing to nicky@withloveweddings.co.uk or sent to the postal address as below. As each order is subject to these Terms and Conditions it is the responsibility of the Buyer to read these.

10.8 This paragraph informs the Buyer of the conditions of the 'distance selling legislation'.

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11 WEBSITE

11.1 The Seller makes every effort to ensure that the information given on the Website is accurate. However, the Seller will not be held liable for any errors or omissions. The Seller will, if deemed necessary, correct errors and omissions after becoming aware or being notified of these.

11.2 All drawings, images, descriptive matter and specifications of the Goods on the Website are for the sole purpose of giving an approximate description of the Goods.

11.3 The Seller may also change, suspend, or discontinue any aspect of the Website, restrict access to parts or all of the Website without notice or liability.

11.3 Any price changes will not affect any confirmed orders.

11.4 External links are provided for the Buyer's convenience, however they are beyond the control of The Seller. When visiting external links featured on the Website the Buyer must refer to that external Website's Terms and Conditions of use, The Seller holds no responsibility for any experiences or transactions the Buyer may have with these sites.

12 LIMITATION OF LIABILITY

12.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

13 FORCE MAJEURE

13.1 The Seller uses all reasonable endeavours to carry out their obligations within a reasonable period of time but will not be liable to the Buyer, for any loss, costs or expenses arising directly or indirectly from any delays in doing so.

13.2 The Seller shall not be liable for any delay or failure to perform any of its obligations, or deemed to be in breach of this agreement, if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to 'acts of God', strikes, lock outs, accidents, war, fire, pandemics, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials, and the Seller shall be entitled to a reasonable extension of its obligations.

13.3 If the Seller is prevented from carrying out their obligations in the above circumstances, the Seller will notify the Buyer in writing. If the Seller is still prevented from carrying out their obligations 4 weeks from the date such notice was sent, then either party may give written notice to the other cancelling the Agreement. If the Agreement is cancelled in this way the Seller accepts no liability to compensate the Buyer for any loss or damage caused by failure to perform.

13.4 Except in respect of death or personal injury caused by our negligence, we will not be liable to the Buyer, for any loss of profit or any indirect special or consequential loss, damage, costs, expenses or other claims, which arise out of or in connection with the supply of Goods other than as a result of a breach of an obligation arising under the Sale of Goods Act 1979 (as amended) and the Supply of Goods and Services Act 1973.

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14 COVID-19 CONDITIONS

The following Conditions shall replace the cancellation terms in paragraph 10 if the order cancellation by the Buyer is due to Covid-19 restrictions being placed on the wedding:

14.1 If the order is cancelled by the Buyer due to either an enforced wedding cancellation, or a voluntary wedding cancellation, and no work has been done by the Seller, the Buyer's retainer fee will be returned in full.

14.2 If the order is cancelled by the Buyer due to either an enforced wedding cancellation, or a voluntary wedding cancellation, and proof work is completed by the Seller but no printing has taken place, the remaining 70% balance is not payable, but the retainer fee will not be returned. This fee covers the work done to date.

14.3 If the order is cancelled by the Buyer due to either an enforced wedding cancellation, or a voluntary wedding cancellation, and the printing has taken place and the balance paid, no monies will be returned as all the contractual work by the Seller has been completed.

The following Conditions apply if order completion is postponed by the Buyer due to Covid-19 restrictions being placed on the wedding:

14.4 If the order is postponed due to Covid-19 restrictions being placed on the wedding, if either enforced or voluntary, and no work has been done by the Seller, the Buyer's retainer fee will be carried forward to the new wedding date and not refunded.

14.5 If the order is postponed due to Covid-19 restrictions being placed on the wedding, if either enforced or voluntary, and proof work is completed by the Seller but no printing has taken place, the remaining 70% balance is not payable until before the new date. Any standard proof amends for the new date will be done free of charge.

14.6 If the order is postponed due to Covid-19 restrictions being placed on the wedding, if either enforced or voluntary, and the printing has taken place and the balance paid, no monies will be returned as all the contractual work by the Seller has been completed. Any work for the new date will be treated as a new order.

15 SEVERANCE

15.1 The section titles used are for information only.

15.2 Each of the titled paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16 CHANGES TO TERMS AND CONDITIONS

16.1 The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

17 GOVERNING LAW AND JURISDICTION

17.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

End.

PRIVACY POLICY

1 INFORMATION PROCESSING

1.1 In order for The Seller to complete their contractual obligations to The Buyer, and 'core business purposes', The Seller will hold The Buyer's personal data including, but not limited to, their name, address, telephone number, wedding date and details.

1.2 The Buyer's personal details supplied via The Seller's forms or from the website, will be held and computerised by The Seller for the purposes of processing and completing the Buyer's order and/or, where definite and deliberate permission has been given, either on the website or in person, used to market and promote The Seller's services.

1.3 Enquirer's personal details will be computerised by The Seller for the purposes of processing and completing queries and any ongoing conversations. Where definite and deliberate permission has been given, either on the website or by email, The Enquirer's data will be used to market and promote The Seller's services.

1.4 The Buyer's/Enquirer's personal details will be encrypted and safeguarded and will not be divulged to any other individuals or organisations other than those needed to preform The Seller's duties (details overleaf).

2 SHARED INFORMATION DISCLOSURE

2.1 In order to fulfil The Seller's contractual obligations to the Buyer, data will be securely shared with the following companies:

Jotform EU (form collection) - this information is emailed to The Seller immediately and stored securely. This data is then removed from Jotform EU after 30 days.

wetransfer.com (file transfers) - secure transfer of PDF printing files via the internet. Files are removed from the server after 7 days.

Digital Printers (receives printing files) - files are used to create printed materials and are kept securely by Ripe Digital Ltd in order to fulfil their contractual obligations to The Seller. These files are retained until the order is complete then removed.

P4D, P2G, UPS & Royal Mail (delivery) - names and addresses, email and/or telephone number will be shared in order for the delivery companies to fulfil their contractual duties to The Seller.

2.2 If Buyers/Enquirers have deliberately opted in to Marketing Materials, data will be shared with the following:

Flodesk (marketing) - Name and email addresses are shared securely for email marketing purposes only. Unless unsubscribed, this data is held until the wedding date of The Buyer then removed.

2.3 Please note *this Privacy Policy* does not apply to the practices of the third parties mentioned above, however assurances have been collected that all processors comply to GDPR.

3 PROCESSING TIME SCALES

3.1 The Buyer's personal data which is not relevant to the following legalities will be removed from the system 6 months after the completion of the order. The Legalities include, but are not limited to, complying with any legal obligations, court orders or legal claims, tax purposes; enforcing The Seller's agreements, terms and policies; preventing, investigating and addressing fraud, and any security or technical issues. This period of time is 4-7 years.

3.2 Enquiries which show legitimate interest will be held for up to 2 years dependant on the enquiry. After this time the details will be removed.

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PRIVACY POLICY

4 MARKETING, PROMOTION AND PUBLIC RELATIONS DISCLOSURE

4.1 Marketing materials will only be sent to Buyers/Enquirers who have deliberately and definitely opted in to receive said materials, either via the website email list or in person at wedding shows. Buyers will be made fully aware of what they are agreeing to receive, and may remove themselves (or 'unsubscribe') at any time. This data is removed following the wedding date of The Buyer unless otherwise informed.

4.2 If The Seller would like to use The Buyer's finished products for marketing or promotion (for example as images for the website or at wedding shows) permission will be sought prior to this taking place. Any information will be used for The Seller's own advertising marketing or public relations and can include past, existing or present customers or suppliers. The information The Seller holds is restricted to information that is necessary. The Seller advertises and market their own goods and services and will not share data with others.

4.3 If The Seller obtains personal information from a third party, it is for the purpose of marketing their own goods and services.

5 RIGHTS OF THE BUYER/ENQUIRER

If The Buyer/Enquirer reside in certain territories, including the EU, they have a number of rights in relation to their personal information.

5.1 The Buyer/Enquirer has the right to access and receive a copy of the personal information The Seller holds about them by contacting The Seller.

5.2 The Buyer/Enquirer may also have rights to change, restrict The Seller's use of, or delete any personal information. Apart from in exceptional circumstances (for example where The Seller is required to store data for legal reasons or has compelling and legitimate grounds to continue) The Seller will delete The Buyer/Enquirer's personal information upon request.

5.3 The Buyer/Enquirer can object to The Seller's processing of some of their information based on what is classed as The Seller's legitimate interests.

5.4 If The Buyer resides in the EU and wishes to raise a concern about The Seller's use of their information (and without prejudice to any other rights they may have), The Buyer has the right to do so with their local data protection authority.

GDPR DECLARATION OF RESPONSIBILITY

For purposes of EU data protection law, I, Nicky Espinasse trading as With Love Wedding Stationery (The Seller) am the data controller of your (The Buyer/Enquirer) personal information. If you have any questions or concerns, you may contact me at nicky@withloveweddings.co.uk or at the address below.

End.