

19 February 2019

Trading terms and conditions

These terms and conditions are the contract between you and Sara D Powell trading as Silver Designed Personally (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them.

They are based on a set written by [Net Lawman](#) and released under licence. They protect your rights as well as ours.

I / We are: Silver Designed Personally

Our address is: The White Cottage, Tonbridge Road, Hadlow, Kent, TN11 0AJ, UK

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

The terms and conditions:

1. Definitions

In this agreement:

“Commissioned Item”	means any items which have been subject to work or process to your specific order.
“Consumer”	means any individual who, in connection with this agreement, is acting for a purpose which is outside his business.
“Content”	means the textual, visual or audio content that is encountered on Our Website. It may include, among other things: text, images, sounds, videos and animations.
“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 The Graduation Cap, and Commissioned Items.
“Goods and Services”	means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you. It includes The Graduation Cap, Workshop Day and Commissioned Items.
“The Graduation Cap”	means any version of The Graduation Cap we offer for sale on Our Website.

19 February 2019

"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.
"Personalisation"	means all of the work we do and materials / services we use to personalise The Graduation Cap.
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.
"Our Website"	means any website of ours, and includes all web pages controlled by us.
"Workshop Day"	means any version of a workshop day we offer for booking on Our Website.

2. Interpretation

Unless the context clearly requires otherwise, the interpretation of this agreement shall be subject to the matters listed below.

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.3. the headings to the paragraphs of this agreement are inserted for convenience only and do not affect the interpretation.
- 2.4. in the context of permission, "may not" in connection with an action of yours, means "must not".
- 2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.6. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.

19 February 2019

- 2.7. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, such cost calculated £100 per hour.
- 2.8. these terms and conditions apply to all supplies of Goods and Services by us to you. They prevail over any terms proposed by you.

3. Our contract with you

- 3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- 3.3. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.4. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods and Services. We advise you to print a copy for your records.
- 3.5. The price of Goods and Services may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Goods and Services.
- 3.6. If in future, you buy Goods and Services from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.

4. Acceptance of your order

- 4.1. This paragraph applies to Goods and Services which you buy from us as advertised, without change to your specific requirements.
- 4.2. Your order is an offer to buy from us.
- 4.3. We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase and tell you when we shall despatch your order.

19 February 2019

- 4.4. At any time before the Goods are despatched, we may decline to supply the Goods to you without giving any reason.

5. Personalisation and approval of Proof / Sample

- 5.1. This paragraph applies to The Graduation Cap.
- 5.2. Our contract to supply The Graduation Cap is a contract for both the supply of The Graduation Cap and the Personalisation you have asked us to do.
- 5.3. Nothing said or done by us is an acceptance of an order until we confirm clear acceptance in writing, giving you details of our understanding of your exact requirements. At any point up until then, we may decline your order without giving any reason. From that time, we are both bound to these contract terms.
- 5.4. Within 4 weeks of entering into this contract we will submit personalisation design / engraving proof to you for approval.
- 5.5. If you wish to make any change to the specification of the Personalisation, you must pay us the sum we estimate that the change will cost us.
- 5.6. If you terminate this agreement before The Graduation Cap is complete, you agree to pay us for all of The Graduation Cap and any Personalisation to the date of cancellation by you. In addition you will pay us a mark-up of 30% of the total cost of the Personalisation.

6. Commissioned Item and approval of Proof / Sample

- 6.1. This paragraph applies to any Commissioned Item.
- 6.2. Our contract to supply a Commissioned Item is a contract for both the supply of The Commissioned Item any Personalisation you have asked us to do.
- 6.3. Nothing said or done by us is an acceptance of an order until we confirm clear acceptance in writing, giving you details of our understanding of your exact requirements. At any point up until then, we may decline your order without giving any reason. From that time, we are both bound to these contract terms.

19 February 2019

- 6.4. Within 4 weeks of entering into this contract we will submit design / proof to you for approval.
- 6.5. If you wish to make any change to the specification of the Commissioned Item, you must pay us the sum we estimate that the change will cost us.
- 6.6. If you terminate this agreement before the Commissioned Item is complete, you agree to pay us for all of the materials used and work completed to the date of cancellation by you. In addition you will pay us a mark-up of 30% of the total cost of the materials and work completed.

7. Prices

- 7.1. Prices of Goods & Services are shown on Our Website.
- 7.2. It is possible that the price may have increased from that posted on Our Website. If that happens, we will not dispatch The Goods and Services until you have confirmed that you wish to buy at the new price.
- 7.3. Prices for Commissioned Items are available on enquiry, through Our Website.

8. Payment

- 8.1. We require payment as stated on Our Website for your order before we will start to make or process it.
- 8.2. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Pounds Sterling will be borne by you.
- 8.3. If, by mistake, we have under-priced Goods and Services, we will not be liable to supply those Goods and Services to you at the stated price, provided that we notify you before we dispatch it to you.
- 8.4. The price of the Goods and Services does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which will be displayed on a page of Our Website before we ask you to pay.
- 8.5. If we owe you money (for this or any other reason), we will credit your payment method as soon as reasonably practicable but in any event no

later than 14 days from the date when we accept that repayment is due.

9. Security of your credit card

We take care to make Our Website safe for you to use.

- 9.1. Card payments are not processed through pages controlled by us. We use PayPal who will encrypt your card or bank account details in a secure environment.

10. Cancellation and refunds

Please note that this paragraph does not apply to any Commissioned Item, Workshop Day deposits or Personalisation you order through Our Website.

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- 10.1. We now inform you that information relating to all aspects of our Goods and Services and is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.

- 10.2. The following rules apply to cancellation of your order:

10.2.1 If you have ordered Goods, but not received them, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return your money.

10.2.2 If you have ordered Goods, and received them, you may cancel your order at any time within 14 days of the date you received them. You must tell us that you wish to cancel. You must also send the Goods back to us within that same 14 day period.

- 10.2.3 We will return your money subject to the following conditions:

10.2.3.1 we receive the Goods in new condition, with labels and packaging intact.

10.2.3.2 you comply with our procedure for returns and refunds. We cannot return your money unless we know who sent them.

10.3. The option to cancel your order is not available to any Commissioned Item, Workshop Day deposit or Personalisation you order through Our Website.

10.4. You are responsible for the cost of returning the Goods. We have no obligation to refund to you, your cost of re-packing and returning the Goods.

10.5. In any of the above scenarios, we will return your money within 14 days.

11. Liability for subsequent defects

11.1. Please examine the Goods received from us immediately you receive them. If you do not tell us of any defect or problem within 30 days of receipt of the Goods, we shall assume that you have accepted them.

11.2. The procedure to return the faulty Goods is as follows:

11.2.1 the Goods must be returned to us as soon as any defect is discovered but not later than six months from receipt by you.

11.2.2 please follow the returns procedure set out on the delivery note we sent to you with the Goods.

11.3. We will return your money subject to the following conditions:

11.3.1 we receive the Goods with labels and packaging intact.

11.3.2 you comply with our returns procedure. We cannot return your money unless we know who sent them.

11.3.3 you tell us clearly what is the fault you complain of, when it first became apparent, and other information to enable us to identify or reproduce it.

11.4. If any defect is found, then we shall:

11.4.1 repair the Goods, or

11.4.2 refund the full cost you have paid including the cost of returning the Goods.

12. Delivery

- 12.1. Due to the bespoke nature of our Goods they are delivered when ready, which will be agreed when you place your order.
- 12.2. If we are not able to deliver your Goods as agreed when you placed your order, we shall notify you by e-mail to arrange another date for delivery.
- 12.3. Goods are sent at our risk until signed for by you or by any other person at the address you have given to us.
- 12.4. Goods are sent by post to the address stipulated on the order. You must ensure that someone is present to accept delivery. We will send you a message by email to tell you when we have despatched your order.
- 12.5. All Goods must be signed for on delivery by an adult aged 18 years or over. 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.
- 12.6. Signing "Unchecked", "Not Checked" or similar is not acceptable.
- 12.7. 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. So we are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.
- 12.8. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.

13. Foreign taxes and duties

- 13.1. If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
- 13.2. You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

14. How we handle your Content

- 14.1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 and can be found on Our Website.

15. Security of Our Website

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 15.1. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 15.2. download any part of Our Website, without our express written consent;
- 15.3. collect or use any product listings, descriptions, or prices;
- 15.4. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 15.5. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our Website.

16. Disclaimers

- 16.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 16.2. We make no representation or warranty for:
- 16.2.1 the quality of the Goods and Services;
- 16.2.2 any implied warranty or condition as to merchantability or fitness of the Goods and Services for a particular purpose;
- 16.2.3 the correspondence of the Goods and Services with any description;
- 16.2.4 the adequacy or appropriateness of the Goods and Services for your purpose.

19 February 2019

- 16.3. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 16.4. We make no representation or warranty and accept no responsibility in law for:
 - 16.4.1 accuracy of any Content or the impression or effect it gives;
 - 16.4.2 delivery of Content, material or any message;
 - 16.4.3 any aspect or characteristic of any goods or services advertised on Our Website;
- 16.5. If you become aware of any breach of any term of this agreement by any person, please tell us.

17. Indemnity

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 17.1. your failure to comply with the law of any country;
- 17.2. your breach of this agreement;
- 17.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 17.4. a contractual claim arising from your use of the Goods and Services;
- 17.5. a breach of the intellectual property rights of any person.

18. Intellectual Property

- 18.1. Copyright works owned by you or a third party are unaffected by this agreement.
- 18.2. The Intellectual Property in all work we do in the process leading to completion of all The Goods and Services and in any completed Commissioned Item belongs to us.
- 18.3. If you change or create derivative versions of the Goods, Graduation Cap and Commissioned Items, the Intellectual Property in those changed or derived versions also belongs to us.

19. Dispute resolution

In this paragraph the term “ADR Provider” means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- 19.1. If you are not happy with our services or have any complaint then you must tell us by using the contact section on Our Website.
- 19.2. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.
- 19.3. We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: <http://ec.europa.eu/consumers/odr/>.

20. Miscellaneous matters

- 20.1. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 20.2. Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.
- 20.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 20.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 20.5. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

19 February 2019

- 20.6. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 20.7. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 20.8. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 20.9. We shall not be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control.
- 20.10. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 20.11. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.

19 February 2019

Notice of right of cancellation: Right to Cancel and Model Cancellation Form

Information about your statutory right to cancel

Your right to cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the contract was made. That means you can cancel before you have downloaded the product or we have delivered it to you.

How to cancel

To meet the cancellation deadline, it is enough for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement, sent to us by post or e-mail.

You may use the attached model cancellation form, but you can use your own words as long as your intention is clear.