

## Terms and Conditions of Sale

Last updated 18<sup>th</sup> August 2018

### 1. THESE TERMS

**1.1. What these terms cover.** These are the terms and conditions on which we supply Products to you, whether these are goods or digital content.

**1.2. Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or that these terms require any changes, please contact us to discuss.

**1.3. Products.** All bespoke stationery, graphic design product and art (goods or digital content) on [www.LBism.co.uk](http://www.LBism.co.uk) we offer for sale are hereby referred to as the "Products"

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1. Who we are.** We are LBism, sole trader company registered in England at our registered office: LBism, MyWorkSpot, 2nd floor, 85 King Street, Maidenhead, Berkshire, SL6 1DU.

**2.2. How to contact us.** If you wish to contact us please do so via the following [Contact us link](#)

**2.3. How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4.** "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails but not fax or text message.

### 3. OUR CONTRACT WITH YOU

**3.1. How we will accept your order.** Our acceptance of your order will take place when we email you to confirm your order, at which point a contract will come into existence between you and us. This document sets out the terms of that contract. In addition, you agree to and abide by our Privacy Policy by purchasing Products or using the Products we provide to you.

**3.2. If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Product. This might be because the Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Product or because we are unable to meet a delivery deadline you have specified.

**3.3. Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

### 4. OUR PRODUCTS

**4.1. Products may vary slightly from their pictures.** The images of the Products on our website are for illustrative purposes only. Although we have made every effort to display the colours

accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may vary slightly from those images.

**4.2.** Product packaging may vary. The packaging of the Product may vary from that shown in images on our website.

## **5. YOUR RIGHTS TO MAKE CHANGES**

**5.1.** If you wish to make a change to your order please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 - Your rights to end the contract).

## **6. OUR RIGHTS TO MAKE CHANGES**

**6.1.** Minor changes to the Products. We may change the Product to:

**6.1.1.** incorporate your requirement better into the design ( for example the finished card might be size bigger)

**6.1.2.** implement minor improvements, for example to make the design more appealing.

**6.1.3.** We reserve the right to make such changes at any time and you may not end the contract in these circumstances.

**6.1.4.** Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

## **7. PROVIDING THE PRODUCTS**

**7.1.** Delivery costs. The costs of delivery will be as displayed to you on our website.

**7.2.** When we will provide the Products. During the order process we will let you know when we will provide the Products to you. If the order is for a subscription, we will also tell you during the order process when and how you can end the contract. Specifically:

**7.2.1.** If the Products are goods. If the Products are goods we will deliver them to you via first class post as soon as reasonably possible. We aim to dispatch goods within 48hours of order being accepted and in any event within 14 days after the day on which we accept your order.

**7.2.2.** If the Product is a one-off purchase of digital content. We will make the digital content available for download by you as soon as we accept your order.

**7.2.3.** If the Products are a subscription to receive goods or digital content. We will supply the goods or digital content to you until the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.

**7.3.** We are not responsible for delays outside our control. If our supply of the Products is delayed by an event outside our control then we will contact you as soon as possible to let you know

and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Products you have paid for but not received.

- 7.4.** If you are not at home when the Product is delivered. If no one is available at your address to take delivery and the Products cannot be posted through your letterbox, Royal Mail will leave you a note informing you of how to rearrange delivery or collect the Products from a local Royal Mail depot.
- 7.5.** If you do not re-arrange delivery. If you do not collect the Products from the Post Office as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a local Royal Mail delivery depot the Royal Mail may, at their discretion destroy or return the Products.
- 7.6.** When you become responsible for the Product. A Product which is goods will be your responsibility from the time we deliver the Product to the address you gave us.
- 7.7.** When you become responsible for the digital content. A Product which is a digital download will be your responsibility from the time we redirect you to the webpage where the pdf of the e-product can be downloaded and/or when you receive the email from us containing the link to the pdf (please note this link will have expire day, usually 20 business days from purchase).
- 7.8.** When you own the Product or digital content. You own the Product or download once you receive it.
- 7.9. Copying and Sharing.** We are the owner or the licensee of all intellectual property rights in our Products and digital content, which are protected by copyright laws and treaties around the world. All such rights are reserved. In purchasing a Product or digital content you are hereby granted a limited licence to use those materials for personal use. You must not:
- 7.9.1.** sub-license, assign or otherwise transfer the rights granted by clause 7.9;
- 7.9.2.** make copies or disseminate any Products or digital content you purchase;
- 7.9.3.** modify the paper or digital copies of any materials you have in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 7.9.4.** If you are found to be in breach of this clause 7.9, we reserve all rights to take further action as appropriate.
- 7.9.5.** The LBism logo, name, and other marks indicated on the website are the subject of applications for trademarks or registered trademarks of the Seller in the European Union and/or other jurisdictions.
- 7.9.6.** LBism's products of graphics, logos, page headers, button icons, scripts and service names are the Intellectual Property of LBism may not be used in connection with any product or service that is not LBism's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits LBism.co.uk. All other trademarks not owned by

LBism.co.uk that appear on this website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by LBism.co.uk.

**7.9.7.** The Buyer agrees that as an express condition of the holding of an account with the Seller the Buyer shall not use the service offered by the Seller to infringe the intellectual property rights of others in any way. The Seller reserves the right, with or without notice, to terminate forthwith the account of any Buyer who infringes (or who is alleged to have infringed) the copyrights or other intellectual property rights of any third party and to remove all such infringing (or allegedly infringing) material from the website.

**7.10.** Reasons we may suspend the supply of Products to you. We may have to suspend the supply of a Product to:

**7.10.1.** deal with technical problems or make minor technical changes;

**7.10.2.** update the Product to reflect changes in relevant laws and regulatory requirements;  
or,

**7.10.3.** make changes to the Product as notified by us to you (see clause 6).

**7.11.** Your rights if we suspend the supply of Products. We will contact you in advance to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency. If we have to suspend the Product we will adjust the price so that you do not pay for Products while they are suspended. You may contact us to end the contract for a Product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 7 days and we will refund any sums you have paid in advance for the Product in respect of the period after you end the contract.

## **8. YOUR RIGHTS TO END THE CONTRACT**

**8.1.** You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

**8.1.1.** If what you have bought is misdescribed you may have a legal right to end the contract (or to get the Product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11;

**8.1.2.** If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

**8.1.3.** If you have just changed your mind about the Product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Products;

**8.1.4.** In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.7.

**8.2.** Ending the contract because of something we have done or are going to do. If you are ending this contract for a reason set out at 8.2.1 to 8.2.5 below the contract will end immediately and

we will refund you in full for any Products which have not been provided and you may also be entitled to a full refund. The reasons are:

- 8.2.1.** we have told you about an upcoming change to the Product or these terms which you do not agree to;
  - 8.2.2.** we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;
  - 8.2.3.** there is a risk that supply of the Products may be significantly delayed because of events outside our control;
  - 8.2.4.** we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or
  - 8.2.5.** you have a legal right to end the contract because of something we have done wrong.
- 8.3.** Exercising your right to change your mind (Consumer Contracts Regulations 2013). For Products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights are in line with the Consumer Contracts Regulations 2013.
- 8.4.** When you don't have the right to change your mind. You do not have a right to change your mind in respect of digital Products after you have started to download or have access to these.
- 8.5.** Ending the contract where we are not at fault and there is no right to change your mind. If we are not at fault and you do not have a right to change your mind (see clause 8.1), you can only end the contract before it is completed. A contract for Products whether goods or digital content is completed when the Product is delivered, downloaded and paid for. If you want to end the contract in these circumstances, just contact us to let us know.
- 9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
- 9.1.** Tell us you want to end the contract. To end the contract with us, please let us know by [Contact us link](#), quoting the order reference number we have provided.
- 9.2.** Returning Products after ending the contract. If you end the contract for any reason after Products have been dispatched to you or you have received them, you must return them to us. Please use [Contact us link](#) to arrange the return of the Product.
- 9.3.** When we will pay the costs of return. We will pay the costs of return if we agree that:
- 9.3.1.** the Products are faulty or misdescribed; or,
  - 9.3.2.** you are ending the contract because we have told you of an upcoming change to the Product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.
  - 9.3.3.** In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

**9.4.** How we will refund you. We will refund you the price you paid for the Products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**9.5.** Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

**9.6.** When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

**9.6.1.** if the Products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see clause 9.2;

**9.6.2.** in all other cases, your refund will be made within 14 days of your telling us you have changed your mind

## **10. OUR RIGHTS TO END THE CONTRACT**

**10.1.** We may end the contract if you break it. We may end the contract for a Product at any time by writing to you if you do not:

**10.1.1.** make any payment to us when it is due; or,

**10.1.2.** within a reasonable time, allow us to deliver the Products to you.

**10.2.** You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**10.3.** We may withdraw the Product. If we have to withdraw a Product you have ordered we will let you know and refund any sums you have paid in advance for Products which will not be provided.

## **11. IF THERE IS A PROBLEM WITH THE PRODUCT**

**11.1.** How to tell us about problems. If you have any questions or complaints about the Product, please use [Contact us link](#)

**11.2.** Summary of your legal rights. We are under a legal duty to supply Products that are in conformity with this contract. See the section below for a summary of your key legal rights in relation to the Product. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is goods, for example a hard copy of a bespoke top up card, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund;
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases; or,
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 8.3.

If your product is digital content, for example a downloadable version of a bespoke top up card, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement;
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back; or,
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

Your obligation to return rejected Products. If you wish to exercise your legal rights to reject Products you must either return them in person to where you bought them or post them back to us. Please use [Contact us link](#) in the first instance.

## **12. PRICE AND PAYMENT**

**12.1.** Where to find the price for the Product. The price of the Product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the Product you ordered.

**12.2.** We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

**12.3.** What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

**12.4.** When you must pay and how you must pay. We accept payment with Visa, Visa Debit, Visa Electron, Mastercard, American Express and PayPal. Payment is taken immediately on confirmation of your order. Or we accept payment in cash in-person pick up option.

What to do if you think an invoice is wrong. If you think an invoice is wrong please use promptly [Contact us link](#) to let us know.

### **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**13.1.** We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**13.2.** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products as summarised at clause 11.2; and for defective Products under the Consumer Protection Act 1987.

**13.3.** If digital content is defective. We are not liable for any losses or damage caused by a virus/trojan/worm or any other attack. Access to all digital material including, but not limited to, websites and digital content is at your own risk.

**13.4.** We are not liable for business losses in relation to products from LBism.co.uk. We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity and we reserve the right to take action against you for business use of the bespoke products or other Products without our prior written permission.

### **14. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**14.1.** How we will use your personal information. We will use the personal information you provide to us in accordance with our [Privacy policy](#)

**14.2.** Your personal information will be used, for example, to:

**14.2.1.** supply the Products to you;

**14.2.2.** process your payment for the Products;

**14.2.3.** give you information about the services and similar Products that we provide, if you agreed to this during the order process, but you may stop receiving this at any time by contacting us; and,

**14.2.4.** obtain feedback from you.

### **15. OTHER IMPORTANT TERMS**



- 15.1.** We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 7 days of us telling you about it and we will refund you any payments you have made in advance for Products not provided.
- 15.2.** Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.3.** If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.4.** Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.
- 15.5.** Which laws apply to this contract and where you may bring legal proceedings. The validity, construction and performance of this Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.
- 15.6.** Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

**16.**

[Contact us link](#)