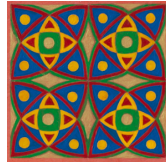


# **Spectrum Sublime**

## **TERMS & CONDITIONS OF BUSINESS**

*August 2017*



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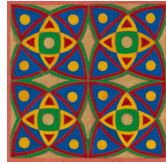
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## OUR TERMS

### 1. THESE TERMS

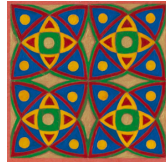
- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change 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 require any changes, please contact us to discuss prior to placing your order. Once your order is placed, and our acknowledgement email is sent to you, a contract will exist between us, governed by clauses 2 to 14.

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

- 2.1 **Who we are.** We are Spectrum Sublime, a sole trader established in England and Wales. Our address is Suite 84, 176 Finchley Road, Hampstead, London NW3 6BT.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0751 192 5252 or by writing to us at [info@spectrumsublime.com](mailto:info@spectrumsublime.com) or Suite 84, 176 Finchley Road, Hampstead, London NW3 6BT.
- 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.

### 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 accept it, at which point a contract will come into existence between you and us.
- 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 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, because we are unable to meet a delivery deadline you have specified or for another reason.



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.

3.4 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from **OR** deliver to addresses outside the UK.

#### 4. **OUR PRODUCTS**

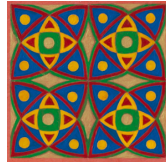
4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are individually made, all sizes, and colours indicated on our website have a 5% tolerance.

4.2 **Product packaging.** We put very effort into ensuring that your products reach you intact.

4.3 **Making sure your measurements are accurate.** We make your product in line with measurements you have given us either by selecting from the options available on our website, or from bespoke orders you may place with us direct. You are responsible for ensuring that these measurements are correct and meet your requirements. You can find information on print, frame and mount sizes in the drop-down menus on the website. We would recommend that you measure out the space for which your product is destined prior to placing your order.

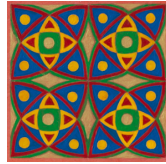
#### 5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. Changes will only be possible prior to the start of manufacture of your product. As we endeavour to have your product with you as soon as possible following your order and therefore suggest that you contact us as soon as possible if you would like to change your order. If it is possible to make the change, 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 because 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 7 - **YOUR RIGHTS TO END THE CONTRACT**).



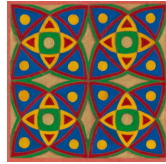
## 6. PROVIDING THE PRODUCTS

- 6.1 **Delivery costs.** The costs of delivery are included in the price of the products.
- 6.2 **When we will provide the products.** We will deliver the product(s) to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
- 6.3 **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 (a delay in excess of 30 days after the day on which we accept your order) you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 6.4 **If you are not at home when the product is delivered or it is not possible to access your property to make the delivery.** If no one is available at your address to take delivery or we cannot access your property to make the delivery, we will leave you a note or write to you informing you of how to collect the products from a local depot. On making the delivery to the depot, our contract will be concluded.
- 6.5 **Your legal rights if we deliver product(s) late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline for any product(s) then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the goods;
  - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 6.6 **Setting a new deadline for delivery if we deliver the product(s) late.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clauses 6.3 and 6.5, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 6.7 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 6.5, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to



you, you must post them back to us. We will pay the costs of postage. Please call customer services on 0751 192 5252 or email us at [customerservices@spectrumsblime.com](mailto:customerservices@spectrumsblime.com) for a return label.

- 6.8 **When you become responsible for the product(s).** The product(s) will be your responsibility from the time we deliver the product(s) to the address you gave us or to the local depot as per clause 6.4.
- 6.9 **When you own goods.** You own a product which is goods once we have received payment in full.
- 6.10 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your name and delivery address. If so, this will have been stated in the description of the products on our website. You will have been required to provide your name and delivery address at the time of placing your order with us. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.11 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the product to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the product as requested by you or notified by us to you (see clause 5).
- 6.12 **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. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, and we will refund any sums you have paid in advance for the product.
- 6.13 **Receipt of payment for products.** We will begin to process your order when payment is received.



## 7. YOUR RIGHTS TO END THE CONTRACT

7.1 **When you can 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:

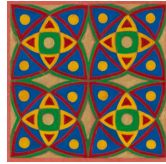
- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), see clause 10;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 7.2;
- (c) **If you have just changed your mind about the product**, see clause 7.3. You may be able to get a refund if (i) production has not yet begun on your order and (ii) we confirm that we have received notice of your wish to end the contract. However, as our products are custom made for you, there is no right to a cooling off period.

7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not yet been manufactured. The reasons are:

- (a) 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;
- (b) there is a risk that supply of the products may be significantly delayed (a delay in excess of 30 days after the day on which we accept your order) because of events outside our control;
- (c) 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 30 days; or
- (d) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 6.7)).

7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. **These rights do not apply to custom made products. All products you can order from Spectrum Sublime are custom made for you and you will not be entitled to a refund if you change your mind and do not wish to proceed with the order after your order is accepted and manufacture has begun.**

7.4 **Our goodwill guarantee.** Please note, these terms reflect the goodwill guarantee offered by Spectrum Sublime of Suite 84, 176 Finchley Road, Hampstead, London



NW3 6BT to its UK customers, which is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed products.

<b>Right under the Consumer Contracts Regulations 2013</b>	<b>How our goodwill guarantee is more generous</b>
No statutory cooling off period for custom made products (see clause 7.3).	If you change your mind, we will use our best efforts to refund the purchase price right up to the point of incurring any expenditure on manufacturing your chosen product. We do not want to cause any undue inconvenience and will aim to be fair and reasonable at all times.

**8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

8.1 **Tell us you want to end the contract.** To cancel the contract with us, please let us know by email: [customerservices@spectrumsublime.com](mailto:customerservices@spectrumsublime.com). If production has not already begun on your order, we will refund the purchase price immediately. **We will only accept cancellations by email.**

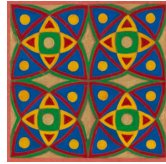
8.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must post them back to us at Suite 84, 176 Finchley Road, Hampstead, London NW3 6BT. Please email us at [customerservices@spectrumsublime.com](mailto:customerservices@spectrumsublime.com) for a return label or to arrange collection.

8.3 **When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (b) if 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 significant delay (a delay in excess of 30 days after the day on which we accept your order) because of events outside our control or because you have a legal right to do so as a result of something we have done wrong;

In all other circumstances, you must pay the costs of return.





8.4 **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.

8.5 **Deductions from refunds.** If you are entitled to a refund as per clauses 7.1 and 7.2:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, 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 goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

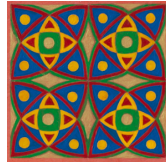
8.6 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to a refund as per clauses 7.1 and 7.2 your refund will be made within 14 days from the day on which we receive the product(s) back from you or, if earlier, the day on which 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 8.2.

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

9.1 **We may end the contract.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 2 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your name, contact details, exact choice of product and anything else which may be necessary to process your order;
- (c) you do not, within a reasonable time, allow us to deliver the products to you (notwithstanding our option to deliver to a local depot if delivery to your delivery address is not possible); or
- (d) we are unable to process the order due to resourcing difficulties.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you as compensation for the net costs we will incur as a result of your breaking the contract.



## 10. IF THERE IS A PROBLEM WITH THE PRODUCT

- 10.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer services team at 0751 192 5252 or write to us at [customerservices@spectrumsublime.com](mailto:customerservices@spectrumsublime.com).
- 10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product(s). 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 [furniture or a laptop], 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:

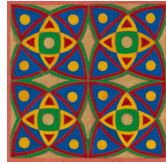
- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some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

See also clause 7.3.

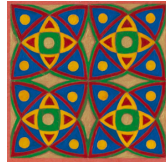
- 10.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products, you must post them back to us. We will pay the costs of postage. Please call customer services on 0751 192 5252 or email us at [customerservices@spectrumsublime.com](mailto:customerservices@spectrumsublime.com) to arrange for a return label to be sent to you.

## 11. PRICE AND PAYMENT

- 11.1 **Where to find the price for the product.** The price of the product (to which VAT is not currently applicable) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 11.2 for what happens if we discover an error in the price of the product you order.



- 11.2 **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 check prices before accepting your order so that, where the correct price of the product at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the product at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 11.3 **Acceptable payment methods.** We accept payment by credit or debit card, PayPal or cheque made out to 'Spectrum Sublime' and sent to Suite 84, 176 Finchley Road, Hampstead, London NW3 6BT.
- 11.4 **Point of payment.** We must receive for the product(s) before we will begin manufacture.
- 11.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
12. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 12.1 **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.
- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.**
- 12.3 **We are not liable for business losses.** If you use the products for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
13. **HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 13.1 **How we will use your personal information.** We will use the personal information you provide to us:
- (a) to supply the products to you;
  - (b) to process your payment for the products; and



- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

13.2 **We will only give your personal information to third parties where the law requires us to do so.**

#### 14. **OTHER IMPORTANT TERMS**

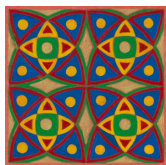
14.1 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.2 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 14.1. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

14.3 **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.

14.4 **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.

14.5 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.



### Cancellation Form

*(Complete and return this form only if you wish to withdraw from the contract)*

To: **Spectrum Sublime**, of Suite 84, 176 Finchley Road, Hampstead, London NW3 6BT

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following products [\*]:

Order #:

Payment Reference #:

Ordered on [\*/received on [\*/:

Name of customer:

Address of customer:

Signature of customer:

Date:

[\*] Delete as appropriate