

## TERMS & CONDITIONS

“We” are:

Zara Gell trading as Handmade by Zara (HBZ) of 1 Rhonepark Crescent, Crossmichael, DG7 3BN (“Printer”)

“You” are:

The person purchasing Goods and/or Specified Goods from us (and where there is more than one person, they shall be jointly and severally liable). (“Client”)

### 1. DEFINITIONS

In this agreement:

“Assignment”	means a combination of the Goods, Specified Goods and Extra Work you have instructed us to provide.
“Brief”	means the instructions you give to us to create the Specified Goods.
“Booking Fee”	means the sum paid by the Client at the commencement of the Assignment to secure the date of the delivery of the Goods, Specified Goods and any Extra Work to allow the Printer to commence work under the Brief
“Extra Work”	means all of the work we do and materials we buy to prepare or produce Specified Goods in accordance with the Brief. This will usually mean creating bespoke designed stationery, papers, documents or cards.
“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 Specified Goods.
“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.
“Our Website”	means any website of ours and includes all web pages controlled by us.
“Quotation”	means a breakdown of the cost of your Assignment
“Specified Goods”	means Goods which have been subject to Extra Work to your Brief.
“Terms”	means these Terms and Conditions.

### 2. OUR CONTRACT WITH YOU

- 2.1. Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- 2.2. We may change these Terms from time to time.
- 2.3. Verbal or email instructions by the Client to proceed will constitute an acceptance in full of these Terms. Variations to the Assignment may only be agreed in writing.

### 3. EXTRA WORK

- 3.1. Our contract to supply Specified Goods is a contract for both the supply of Goods and the Extra Work you have asked us to do.
- 3.2. Extra Work is the bespoke design of your Goods to fit with your occasion or purpose specifications, design instructions or themes from your Brief. The Extra Work shall be

limited to the preparation of an initial design based on your Brief to us, and two rounds of amendments or revisions. You will receive a digital proof of your stationery at each stage (Save the Date, Invitation, and On the Day items).

- 3.3. Wholesale redesign or significant changes to your Brief shall not be included as amendments or revisions and in that situation the contract will be terminated, and the Booking Fee forfeited. A new Quotation will then be provided by us, based on a new Brief and its design instructions.
  - 3.4. Your final Brief will be sent to you for approval and sign off, and this will then allow the Specified Goods to be manufactured. Once your Brief is signed off by you, no responsibility will be accepted by us for spelling errors, incorrect names, dates, or any other information set out in the Brief. Any changes to the Brief thereafter will incur additional charges. You are responsible for obtaining any necessary permissions for any copyright materials, including hymns, songs or text.
  - 3.5. Should you wish to have a hardcopy proof then this is chargeable at £10
  - 3.6. All wedding details and names must be sent to the Printer in an electronic format and.
4. INTELLECTUAL PROPERTY.
- 4.1. The Intellectual Property is all work we do in the process leading to completion of the Specified Goods and in the completed Specified Goods, belongs to us. You cannot copy, reprint or use the designs for any other purpose or goods, save as set out below.
  - 4.2. If you change or create derivative versions of the Specified Goods, the Intellectual Property in those changed or derived versions also belongs to us.
  - 4.3. We now grant an exclusive non-commercial licence to you, to use the Intellectual Property, by the use of the Specified Goods only, for a period of 99 years. You may not assign this licence in any circumstances.
5. PRICES
- 5.1. Prices for Goods are available on enquiry, either through Our Website or by telephone or email. We are not registered for VAT. The price for the Goods and Specified Goods is set out on our Quotation. Prices are subject to change at any time due to rising manufacturers costs. You will be given a revised quote.
  - 5.2. All quotes are valid for 90 days.
6. PAYMENT
- 6.1. A booking fee of £50 will be taken to confirm your production slot. This fee is non-refundable should you cancel at any time as this covers basic administration time, swatch colours, postage and time taken to create proofs. However, the £50 fee is deductible from your final stationery balance.
  - 6.2. You do not have to confirm styles, colours, or numbers until closer to the time of your Production slot. Swatches in your chosen colour ranges will be sent to you once we have received your booking fee. If you have previously bought colour swatches this will be refunded from your final balance.
  - 6.3. Payment for stationery is in full at each stage, i.e., full payment for Save the Dates, then later full payment for Invitations, then On the Day items.
  - 6.4. Once your digital proof has been approved a payment for the full balance is required, including, where applicable, any delivery costs, before we will send any part of the order, save that we will supply digital proofs for revisions, amendments and final approval as set out in paragraph 3 to allow the Extra Work to be signed off by you.

The Booking Fee will be deducted from our final total on the last piece of stationery required.

- 6.5. The price included in the Quotation for the Goods does not cover the delivery charge which will be charged at the rates applicable at the date we send your order which will be set out in writing to you, before we ask you to pay.
- 6.6. Payment terms are on invoice, and payment is not deemed to have been made until the price has been paid in full pursuant to clause 5. If payment is not made in full and within 14 days the services may be suspended and payment in advance may be required before the services are recommenced.
- 6.7. If payment is not made in accordance with the above clauses, the Printer reserves the right to charge the Client an administration fee of £50 to late payments together with interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.
- 6.8. All items remain the property of HBZ until paid in full.
- 6.9. If we owe you money (for any reason), we will credit your nominated bank account as soon as reasonably practicable but, in any event, no later than 14 days from the date when we accept that repayment is due.

## 7. CANCELLATION, POSTPONEMENT AND REFUNDS

- 7.1. You are purchasing Specific Goods, and there is no right to cancel a contract to supply Specific Goods and no refunds are available. If you do not wish to progress with the order, and ask to cancel or terminate the agreement, unless we have agreed otherwise in writing, you will be liable to pay the full Quotation price for the Goods.
- 7.2. If the Printer can no longer fulfil the Assignment, the Booking Fee and any additional monies paid at the time of cancellation will be repaid to the Client within 14 days of cancellation and no further sum or compensation will be payable to the Client by the Printer arising from such cancellation.
- 7.3. The services may be terminated by the Printer if payment of the price is not made in accordance with these Terms, or if the Client commits a material breach of any of these terms and fails to remedy the breach within 14 days of being notified in writing, or if the Client enters into any form of insolvency arrangement. Upon termination the Client shall immediately pay any outstanding sums to the Printer.

## 8. LIABILITY FOR SUBSEQUENT DEFECTS

- 8.1. Please examine the Goods received from us immediately when you receive them. If you do not tell us of any defect or problem within 7 days of receipt of the Goods, we shall assume that you have accepted them.  
If the Goods do not meet your Brief, and are defective, you may reject them and return them to us. The Goods must be returned to us as soon as any defect is discovered but not later than 1 month from receipt to you.
- 8.2. We will offer the options in clause 8.4 below subject to the following conditions:
  - 8.2.1. We receive the Goods with labels and packaging intact.
  - 8.2.2. You tell us who you are, where you are and set out the fault complained of in writing. We cannot return your money unless we know who sent the Goods back.
- 8.3. If any defect is found, then we shall:

- 8.3.1. repair or replace the Goods, or
- 8.3.2. refund the full cost you have paid including the cost of returning the Goods.
- 8.4. Our Goods are hand-made and are therefore unique products. Due to the handmade nature of the product longevity is not guaranteed and are not suitable for young children. Part of the character and nature of such Goods is that they are subject to colour and shade variations Colours shown on the website are for illustrative purposes only. Therefore, defect shall not include:
  - Colour variations.
  - Natural variations.
  - Errors not identified by you, or any changes requested, at the time or after the Brief has been approved – (see Clause 3.5 above)

## 9. DELIVERY

- 9.1. Delivery is to UK only by registered and tracked delivery, and should arrive at the very latest 14 days from the day we tell you that the order is complete and ready for delivery.
- 9.2. Delivery of Goods will be made by the carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery.
- 9.3. If we are not able to deliver your Goods within 14 days of the date of your order, you shall be notified by email or text to arrange another date for delivery.
- 9.4. We may deliver the Goods in instalments if they are not all available at the same time for delivery.
- 9.5. Goods are sent at our own risk until signed for by you or by any other person at the address you have given to us.
- 9.6. All Goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted, the Goods may be retained by the carrier.
- 9.7. 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.
- 9.8. Signing “Unchecked”, “Not checked” or similar is not acceptable.
- 9.9. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence. 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. We are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.
- 9.10. The Printer is not liable for any damages occurring, or wax seals becoming unstuck, during postage of your stationery to your guests. Furthermore, it is your responsibility to check the correct postage when you send your stationery.
- 9.11. If you pick up Goods from us in person, then:
  - 9.11.1. Goods are at your own risk from the moment they are picked up by you or your carrier;
  - 9.11.2. you agree that you are responsible for everything that happens after you take possession of the Goods, both on and off our premises, including damage to property of any sort, belonging to any person.

## 10. DISCLAIMERS

- 10.1. In respect of any direct losses (in Contract or Tort) the total liability of the Printer will not exceed the return of all payments received, and thus, the limit of liability shall not exceed the value of the Fees paid.
- 10.2. The Printer shall not be liable to you for any loss or expense which is:
  - 10.2.1. indirect or consequential loss; or
  - 10.2.2. economic loss or any other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 10.3. Nothing in this clause shall limit our liability for death or serious injury.
- 10.4. If the Printer is limited or hindered from providing any Goods or services booked by the Client due to circumstances beyond its control e.g., Government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, then the liability of the Printer to the Client shall not exceed the amount paid by the Client for the Goods or services. The Booking Fee shall be non-refundable, (being an approximation of the value of Goods or services already rendered) and the Printer shall (where the value of the Goods or services already delivered to the Client is greater than the value of the Booking Fee) be entitled to be paid additionally for all Goods and services delivered to the Client up to that point. The Printer shall not be liable for any additional losses incurred by the Client in such circumstances.

## 11. MISCELLANEOUS MATTERS

- 11.1. Verbal or email instructions by the Client to proceed will constitute an acceptance in full of these Terms including the price.
- 11.2. The Printer will use reasonable care and skill in fulfilling the Assignment.
- 11.3. The Terms do not give any right to any third party under the Contracts (Rights of Third Parties) Act.
- 11.4. Each party will keep the confidential information of the other party and any third party confidential and secret, and only use it for the purposes of supplying the services or making proper use of the services. Each party recognises and accepts its obligations with regard to the control and the processing of personal data under the current data protection legislation and regulations. For more information on this, please see our privacy notice on Our Website.
- 11.5. You grant the Printer consent to use any work including photographs created as part of the Assignment to show off our Goods and services and designs, together with the right to display images as part of our portfolio and to write about the Assignment on websites, and in our marketing materials. If you do not wish to grant this consent, you must confirm this in writing or by email within 7 days of entering into this agreement.
- 11.6. Nothing in the Terms is intended to create a partnership or joint venture between the Printer and the Client, and no party has the right to act as agent for the other or to bind the other party in any way.
- 11.7. The Terms and any dispute under them shall be governed by Scottish law.