

# Sarah Studholme Textiles

## Terms of Business

These terms of business apply to the use of the website [www.sarahstudholmetextiles.com](http://www.sarahstudholmetextiles.com), the Facebook page [www.facebook.com/sarahstudholmetextiles](https://www.facebook.com/sarahstudholmetextiles), Facebook Profile Sarah Studholme Textiles and email communication with us. By accessing this website, Facebook page and Facebook profile and/or placing an order, you agree to be bound by these terms of business.

We are not registered for VAT.

Our contact details are as follows:

[sarahstudholmetextiles@gmail.com](mailto:sarahstudholmetextiles@gmail.com)

1. Introduction
  - a. We may revise these terms of business at any time by updating this posting.
2. Ordering from us
  - a. You are deemed to place an order with us by emailing an order request to [sarahstudholmetextiles@gmail.com](mailto:sarahstudholmetextiles@gmail.com). We will send you an order acknowledgement email detailing the products you have ordered, identifying further information that is required from you to process the order and confirming whether your order has been accepted. We will send you an order acknowledgement email confirming the final order details, a scanned mock up proof and provide you with an invoice with payment option details. This will be your opportunity to check your order and correct any errors. By making payment, you are agreeing to the final order details and sign off of the proof and production of your order will take place.
  - b. Our acceptance of an order takes place when we despatch the order. We will send you a despatch confirmation email.
  - c. We may refuse to accept an order in our sole discretion.
  - d. The copyright and other intellectual property in the goods and services you may order from this website, Facebook page or Facebook profile are owned by us or our licensors and will be supplied to you on condition that they are for your personal use only and may not be reproduced or sold or otherwise transferred.
3. Proofs, Amendments or Revisions
  - a. A scanned mock up proof will be sent by email as detailed in Clause 2a.
  - b. We reserve the right to charge for amendments or revisions to proofs which we deem to either be material in nature or where we have previously made amendments or revisions to that order. In such cases we will discuss charges prior to further proofs being issued.
  - c. Amendments to proofs must be paid for in full prior to further proofs being issued.
  - d. It is the customer's responsibility to ensure that final proofs are 100% correct. Any amendments made after proofs have been approved will be chargeable at our standard rate.
4. Pricing
  - a. Our prices do not include VAT as we are not registered for VAT.
  - b. Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this website and Facebook page.
  - c. Our prices are reviewed periodically.
5. Cancellation and Returns Policy
  - a. If you wish to cancel your order you can notify us by email any time before payment has been made.
  - b. Once payment has been made, we begin work on your order and the order cannot be cancelled.
  - c. Each item is personalised and bespoke made. They cannot be returned, exchanged or refunded.
6. Licence
  - a. The copyright and other intellectual property rights in all material on this website, Facebook page or Facebook profile are owned by us or our licensors.
  - b. No part of this website, Facebook page or Facebook profile may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
  - c. Any rights not expressly granted in these terms are reserved.
7. Service Access
  - a. We will not be liable if for any reason this website, Facebook page or Facebook profile is unavailable at any time or for any period.
8. Visitor Material and Conduct
  - a. Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this website, Facebook page or Facebook profile will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial and non-commercial purposes.
  - b. You agree not to post or transmit to or from this website, Facebook page or Facebook profile any material:
    - i. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

Dated 26.09.14

- ii. for which you have not obtained all necessary licences and/or approvals;
    - iii. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
    - iv. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
  - c. You may not misuse this website, Facebook page or Facebook profile (including, without limitation, by hacking).
  - d. We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 7b or 7c.
9. Disclaimer
- a. While we endeavour to ensure that the information on this website, Facebook page or Facebook profile is correct, we do not warrant the accuracy and completeness of the material on this website, Facebook page or Facebook profile. We may make changes to the material on this website Facebook page or Facebook profile, or to the products and prices described in it, at any time without notice. The material on this website, Facebook page or Facebook profile may be out of date, and we make no commitment to update such material.
  - b. The material on this website, Facebook page or Facebook profile is provided “as is” without any conditions, warranties or other terms of any kind.
10. Liability
- a. We exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party in connection with this website, Facebook page, Facebook profile or email communication with us in any way or in connection with the use, inability to use or the results of use of this website, Facebook page, Facebook profile or email communication with us including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website, Facebook page or Facebook profile or as a result of email communication with us, or your downloading of any material from this website, Facebook page, Facebook profile or documents emailed by us.
  - b. Nothing in these terms of business shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.
  - c. If your use of material on this website, Facebook page or Facebook profile or material emailed by us results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.
  - d. You agree to indemnify us fully, defend and hold us, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this website, Facebook page or Facebook profile.
11. Governing Law and Jurisdiction
- a. These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
  - b. We do not warrant that materials/items for sale on the website, Facebook page or Facebook profile are appropriate or available for use outside the United Kingdom. It is prohibited to access the website, Facebook page or Facebook profile from territories where its contents are illegal or unlawful. If you access this website, Facebook page or Facebook profile from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.
12. Miscellaneous
- a. You may not assign, sub-license or otherwise transfer any of your rights under these terms of business.
  - b. If any provision of these terms of business is invalid, the remaining provisions shall continue to have full force and effect.
  - c. Only the parties to these terms of business may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.