

Spot On Design & Print distance purchasing terms and conditions

Please read these Terms and Conditions ('Online Conditions') carefully. They are the terms on which you may purchase products from www.spotonprintshop.co.uk or our telephone order line. You should keep a copy of these Online Conditions for your future reference. These Online Conditions relate solely to purchases made online or via our telephone order line by consumers (i.e. non-business customers). Business customers should refer to our main terms and conditions, which are available on our website, which will apply to their order.

These Online Conditions should be read in conjunction with our main terms and conditions which will also apply to any purchases made via our site or our order line, save where expressly varied in these Online Conditions.

1 ABOUT US

www.spotonprintshop.co.uk ('our site') and the telephone order line ('our order line') are operated by or on behalf of Spot On Design & Print (NW) Limited. We are a private limited company registered in England and Wales under company number 07037081 and have our registered office at 9 Victoria Road, Fulwood, Preston, Lancashire PR2 8ND. Our VAT number is 979 0865 56.

2 CUSTOMER VERIFICATION

2.1 By ordering products you warrant that you have provided honest and accurate information about yourself, and the payment card or account you are using is your own.

2.2 We reserve the right to conduct security checks to verify your identity and in the interests of preventing fraud and other criminal activity. We may share your information with the police and with card and payment account issuers and other third parties for this purpose.

3 CONTRACT FORMATION

Our distance contract with you (the 'Contract') will be created in accordance with the following steps. All Contracts are concluded in the English language.

3.1 Order and Payment

(a) You select the products you want to buy and place your order, either on-line on our site or by telephone.

(b) You can check and make changes to your order right up until it is placed.

(c) We will take payment for your order when it is placed. If we reject your order at a later stage we will give you a refund.

(d) Your order is not binding on us until we have formally accepted it pursuant to these Online Conditions.

3.2 Order Confirmation (on-line orders only)

If you place your order on-line we will send you an email to confirm receipt of your order. This is not our acceptance of your order, just an acknowledgement that we have received it.

3.3 Order Acceptance/Rejection

(a) Our systems will automatically reject your order if the products you want are out of stock, if we are unable to process your payment, or if you do not provide the information we need to process your order.

(b) Even if our system allows you to place your order, we still need to carry out security checks and make sure that the products you ordered are available for dispatch, so your order still needs to be formally accepted (our 'Order Acceptance'). We give Order Acceptance in the following ways:

Telephone Orders: acceptance given over the telephone can be relied on as our Order Acceptance, but we reserve the right to subsequently reject your order if our security checks reveal a problem or if the products are not available for dispatch. We will call you (usually within two (2) working days) if we need to reject your order for these reasons.

On-line Orders: If our product availability and security checks are successful, we will send you a dispatch confirmation email. This is our Order Acceptance. If our product availability and security checks reveal any problems with your order we will call or email you (usually within two (2) working days) to reject your order.

Working days are Mondays to Fridays excluding public holidays.

(c) We reserve the right to accept or reject the whole or any part of your order at our discretion. If our Order Acceptance only includes part of your order, then the rest of your order is deemed to have been rejected (although you may be able to re-order the rejected items at a later date).

(d) If we reject your order in whole or in part we will give you a full refund of the price paid by you for the order (or the rejected part of it). Details of how we make refunds appear below.

(e) We will file a copy of your order and our payment processor will keep a record of your payment details on our behalf.

4 CHANGING YOUR ORDER

If you want to change your order after it has been placed, you should contact us as soon as possible. We cannot guarantee that we will be able to make any requested change, and do not have any obligation to do so. This does not affect your right to cancel your order under Condition 10 if you change your mind.

5 DELIVERY

5.1 We will deliver to the delivery address specified on your order and confirmed in our Order Acceptance. We are unable to accept changes to the delivery address. It is your responsibility to make sure that someone is available to receive delivery and sign for items that require signature on delivery.

5.2 Subject to confirmation from our couriers, delivery will be free of charge to anywhere in the United Kingdom, up to a maximum delivery weight of 25kg. For orders weighing more than 25kg, delivery charges will be recharged to you at the cost to us, and we will endeavour (although we are under no obligation to do so) to advise you of these costs where possible.

5.2 Our courier's typical delivery time (subject to Order Acceptance) is the next working day from the date of dispatch, and Orders will be dispatched following the date of completion of the Order. Times for completion of Orders are set out on our website and are detailed and selected during the Order process. Working days are Mondays to Fridays excluding public holidays.

5.3 Delivery times are approximate only, and may be affected by matters outside of the control of us or our couriers, and time for delivery shall not be of the essence of the Contract. We reserve the right to divide your order between different packages and to deliver in instalments. We will endeavour to advise you where a delay in delivery arises.

5.4 If your order does not arrive within our typical delivery times, please allow a further seven (7) days before contacting us to report a late delivery.

5.5 Where orders are to be collected from our premises, the order shall be available for collection during our normal business hours following completion of the Order. You may arrange for a third party to collect your order on your behalf, subject to this being agreed in advance with us. We reserve the right to verify the identity of people collecting orders.

6 RISK AND TITLE

Please refer to our main terms and conditions for details of the passing of risk and title.

7 DESIGN WORK

Please refer to our main terms and conditions for details in relation to ownership of design work.

8 PRICES AND PRODUCT INFORMATION

8.1 Subject to Online Condition 8.2, the price of the products will be the price quoted by us on our site or over the telephone when you place your order. All prices are subject to change in certain circumstances – please refer to our main terms and conditions for further information

8.2 Despite our best efforts it is always possible that some products may be incorrectly priced. We will normally verify prices as part of our order approval process so that:

(a) if a product's correct price at the time of order is less than our stated price, we will refund the excess charge made to you; and

(b) if a product's correct price at the time of order is higher than our stated price, we will contact you to see if you want to cancel your order or proceed with it at the higher price.

We reserve the right to correct at any time any obvious errors in price that could reasonably have been spotted as a mistake.

8.3 If we make any special offers or promotions, we reserve the right to withdraw them at any time and without notice.

8.4 We take care to ensure that the product descriptions on our site are clear and accurate, but we may make changes without prior notice in the event of errors.

8.5 We cannot guarantee that colours, packaging or product appearance will be exactly the same as on our site.

9 PAYMENT, PROMOTIONS, REFUNDS AND EXCHANGES

9.1 Payment must be made in full at time of order by credit or debit card or other accepted payment method. We do not accept payment by cash or cheque. We use a third party service provider to conduct payment processing and to carry out security checks on our behalf.

9.2 If you have a promotional code, you must enter it before you check-out. We regret that we cannot apply promotional codes to orders that have already been placed. Promotional codes may be subject to their own terms and conditions that will apply in addition to these Online Conditions. Failure to comply with promotional code terms and conditions may invalidate your participation in the promotion and mean that you have to pay the full price for the products you purchased under the promotion.

9.3 Refunds are typically made by the payment method you used when ordering (e.g. a refund to your credit card). We reserve the right to issue you with a personal cheque if your credit/debit card has expired or if we are otherwise unable to make the refund to it. In the interests of fraud prevention, we do not make refunds to third parties or to other cards or accounts.

9.4 We do not offer a direct exchange service. If you want to make an exchange, you should cancel and return your original order under Condition 10.1 and place a new order. Please Contact Us if you have any questions about this process.

10 CANCELLATION AND RETURNS POLICY

10.1 Subject to Online Condition 10.7, you have a period ending seven (7) days after the day you take delivery of your products in which to cancel your order for any reason and receive a refund.

10.2 You may exercise this right to cancel by contacting us in writing through our Contact Us page or by writing to us at 6 Neptune Court, Hallam Way, Whitehills Business Park, Blackpool FY4 5LZ.

10.3 If you exercise this right to cancel, you must take reasonable care of the unwanted products and return them to us at your own expense.

10.4 We will refund the price you paid for products that are returned under Condition 10.1 within thirty (30 days). This refund will include our delivery charge unless that charge also included other products that you have not returned. We reserve the right to deduct our reasonable direct costs of recovering products that you fail to send back from any refund that we may give. We may be entitled to claim compensation from you if you fail to take care of the products before returning them to us.

10.5 In the unlikely event that you receive items that you did not order, or that are damaged or defective, or that are not in the quantity you ordered, you should contact us at our Contact Us page so that we can investigate your concerns and provide you with details of what to do next. You should retain the product concerned and its original packaging to enable us to do this.

10.6 If you have received less than the quantity of products that you ordered, we will use our reasonable endeavours to make up any shortfall or else give you a refund for the undelivered items.

10.7 Where products have been made to the specification of the Customer, including using artwork or other Commissioned Work, or have in any other way been personalised, the right to cancel contained in this Online Condition 10 will not apply. No refunds will be given and no returns will be accepted. We will start work on your order as soon as possible, and where work has commenced which falls under this clause 10.7, no refunds will be given, even where the Order is cancelled prior to delivery.

10.8 The above rights of cancellation and return do not affect your statutory rights.

11 OUR CANCELLATION RIGHTS

11.1 We reserve the right to cancel your order at any time if you fail to pay for your products in full, if we know or have reasonable grounds to believe that you have not complied with Online Condition 2 above, if you otherwise breach (or break) the Contract or if we are unable to fulfil your order within a reasonable time because of circumstances that are outside our reasonable control.

11.2 If we exercise this right, our only liability to you will be to refund any sums you have already paid for the cancelled order.

12 OUR LIABILITY

12.1 Please refer to our main terms and conditions to see the limitations on our liability.

13 COMMUNICATIONS AND NOTICES

13.1 The law requires that some of the information and communications we send to you are in writing. By ordering on our site, you accept that we will contact you and provide information by email and by posting notices on our site. We may also contact you by post if you ordered on-line or by telephone.

13.2 Formal notices must be given in writing, by post or email. You should send notices to us at the addresses given on our Contact Us page or on the paperwork that you receive from us with your order. We will send notices to you at the postal or email address you provide when you place your order. We may also give general notices (such as changes to our terms and conditions) by posting them on our site.

13.3 Notice will be deemed received immediately when posted on our site, twenty-four (24) hours after an e-mail is sent, or three (3) days after a letter is posted.

14 GENERAL PROVISIONS

14.1 You may not assign (transfer) our Contract (or any of your rights or obligations under it) to anyone else. We may assign our Contract (or any of our rights and obligations under it) to anyone. We may subcontract the performance of the whole or any part of our Contract.

14.2 Our Contract contains all the terms agreed between you and us in relation to the supply and purchase of products. If, in ordering products, you relied upon anything that does not appear in the Contract, you should tell us straight away so that we can clarify what has been agreed.

14.3 We may make changes to these Online Conditions at any time. Changes will have effect from the time they are first posted on our site and will apply to orders placed after that time. You should check these Online Conditions each time you place an order.

14.4 Please refer to our main terms and conditions for further information

15 BUSINESS CUSTOMERS

Where you wish to use our on-line and telephone order to purchase products for resale or other business use these Online Conditions shall not apply, save where required by law. By ordering products for resale or other business use you agree that only our main terms and conditions apply to your order and take precedence over these Online Conditions in the event of a conflict, save as required by law.