

# Terms & Conditions

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

These terms and conditions dated 02/04/2020 do not affect your statutory rights. You may download a pdf copy of these terms and conditions [here](#).

## General terms and conditions.

This website is owned and operated by Grade Six Supplies Ltd. based at 60 Twentypence Road, Wilburton, Ely CB6 3PU, UK, Company Registration Number 4459910, VAT Registration Number GB 800 7814 52. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us by email or call us on +44 (0) 1353 749807.

**1. The contract between us:** We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.

**2. Acknowledgement of your order:** To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details by way of an invoice. For the avoidance of doubt, this correspondence does not constitute a contract between us.

**3. Ownership of rights:** All rights, including copyright, in this website are owned by or licensed to Grade Six Supplies Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

**4. Accuracy of content:** We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

**5. Damage to your computer:** We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

### **6. Availability:**

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

### **7. Ordering errors:**

**7.1 STOCK ITEMS:** You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process by removing the item(s) from your basket.

**7.2 PERSONALISED PRODUCTS:** You are able to correct errors for personalised products on your order up to the point on which you click on "submit" during the ordering process by removing the item(s) from your basket and re-ordering with corrected personalisation details.

**7.3 AFTER SUBMITTING AN ORDER:** If you wish to correct an error after submitting an order you will need to contact us. It is not possible to correct an error you have made on your order once personalised items have been produced or goods have been despatched.

## **8. Ordering personalised products:**

**8.1 GRAPHIC DESIGN:** At the time of ordering you must supply us the content that you require us to print or produce for personalised products. Content includes text, numbers and any logo of your own design or one that you have outsourced. You may specify preferred colours, typestyles and approximate layout but if you do not do so you agree that we may at our discretion use one of our house styles to complete your order.

**8.1.1 Layout of artwork:** If you select any of our Custom Design options it is your responsibility to create your print-ready design using our product visualiser and you must confirm that you are happy with your own design before you can add the product to your shopping cart. Otherwise, personalised products that you order are priced to include preparation by one of our designers that would typically take no more than ten minutes to complete. Should we consider that you have provided too little information or that your design will take longer to prepare, we may contact you with a quote to complete your design. You then have the option of paying us the extra charge or cancelling your order at no cost to yourself.

**8.2 PROOFS FOR PERSONALISED PRODUCTS:** At the time of ordering you may ask us for a proof showing the layout of artwork for personalised stationery, signage or promotional items. You must provide a valid email address to avail of this service. Proofs will be sent to you by email and you agree to confirm receipt of and approve proofs before we can complete your order. To be fair to all our customers we operate a queuing system for artwork proof preparation and printing. We can only prepare proofs for orders paid for in advance.

**8.3 CANCELLING AN ORDER AFTER RECEIVING PROOFS:** If after receiving a proof you do not approve it but choose to cancel all or part of your order you agree that we may deduct from any refund a nominal sum to cover our labour costs in preparing artwork and sending proofs. This sum will be no greater than 50% of the value of the personalised product ordered and no more than £25 excluding VAT.

## **9. Price:**

The prices payable for goods that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information. Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of the specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid.

## **10. Payment terms:**

When you submit your order you will permit your credit or debit account to be debited for the price of the goods and delivery. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

## **11. Delivery charges:**

Delivery charges vary according to the type and value of goods ordered and your geographical location.

## **12. Delivery:**

**12.1** Our delivery charges are set out on our shipping page and are shown at checkout before you complete your order. We normally deliver to, and our standard shipping rates are calculated on delivery to addresses within the United Kingdom defined on our shipping page as 'Mainland

UK'. You may need to pay additional charges for delivery to the Isle of Man, the Scottish Isles, parts of Scotland, Northern Ireland, the Channel Isles and other countries.

12.2 Unless stated otherwise in a product description you will be required to pay extra for delivery and it might not be possible for us to deliver to some locations.

12.3 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to despatch goods in line with our stated service standards which can be viewed on our shipping page. Note that delivery times are not guaranteed and therefore time is not of the essence. In any event, we will aim to deliver your goods within 30 days from the day after the day we received your order. If delivery is delayed beyond this time, we will contact you and either agree a mutually acceptable alternative date, or offer you a full refund.

12.4 Note that we require a signature on delivery for all goods and it is not possible for our couriers to leave goods without them being signed for unless you give your explicit consent to do so. You will be deemed to have given that explicit consent by making a request at checkout in the 'delivery instructions' to leave in a safe place that you specify or by contacting our couriers after despatch by telephone call, SMS text message or email with a request to leave in a safe place that you specify. We cannot accept any liability for goods lost or damaged after delivery to any safe place that you specify.

12.5 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

### **13. Risk and ownership:**

Risk of damage to or loss of the goods passes to you at the time of delivery to you. If you choose to use your own courier then the risk passes to you as soon as the goods are handed to your courier. You will only own the goods once they have been successfully delivered.

### **14. Cancellation rights:**

14.1 Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134 you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of any made to order items such as signage, stationery or promotional items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

14.2 Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us in writing by any durable medium (for example letter sent by post or e-mail).

14.3 You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order); newspapers or magazines; if you have taken any audio or video recording or computer software out of the sealed package in which it was delivered to you; or if you combine goods with other goods after delivery so that they become inseparable.

14.4 If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

14.5 Once you have notified us that you are cancelling your contract, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited by us from your credit or debit card within 14 calendar days.

14.6 We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you (for example using the goods prior to cancellation).

14.7 We may make a deduction from your refund to cover any delivery costs we incurred at your request, for example, a non-economy service or additional charges for delivery to a geographical location defined on our shipping page as outside of 'mainland UK'.

### **15. If there is a problem with the goods:**

15.1 If you have any questions or complaints about the goods please [contact us](#).

15.2 We are under a legal duty to supply goods that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

15.3 If you wish to exercise your legal rights to reject goods which do not conform with the Act you must either return them in person to where you bought them, post them back to us, or (if they are not suitable for posting) or allow us to collect them from you. We will pay the cost of postage or collection.

### **16. Cancellation by us:**

16.1 We reserve the right not to process your order if:

16.1.1 We have insufficient stock to deliver the goods you have ordered;

16.1.2 One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the

pricing information received by us from our suppliers;

16.1.3 We do not deliver to your area; or

16.1.4 You have chosen an inappropriate shipping option at checkout.

16.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

16.3 We reserve the right in our absolute discretion to refuse any order placed through our website. If we refuse an order we will advise you of why we have done so and authorise an immediate refund of your payment.

### **17. Liability:**

17.1 Unless agreed otherwise, if you do not receive goods ordered by you within 30 days of the date on which you ordered them and decide to cancel the order rather than re-arrange delivery (in accordance with clause 12), we will provide you with a full refund.

17.2 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

17.3 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

17.4 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

17.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer including legal rights (e.g. under the Sale of Goods Act 1979 (as amended)) relating to faulty and/or misdescribed goods.

#### **18. Notices:**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at 60 Twentypence Road, Wilburton, Ely CB6 3PU, UK and all notices from us to you will be displayed on our website from time to time.

#### **19. Changes to legal notices:**

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

#### **20. Law, jurisdiction and language:**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

#### **21. Invalidity:**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

#### **22. Privacy:**

You acknowledge and agree to be bound by the terms of our [privacy policy](#).

#### **23. Respect:**

We know from feedback that our customers appreciate our service standards but we understand that things can sometimes go wrong or that misunderstandings may occur. We will always do our utmost to resolve issues as quickly as we can reasonably do so. However, our staff have a right to work in an environment free of harassment, threat or abuse. We therefore operate a Zero Tolerance policy towards any such behaviour whether in person, by 'phone, SMS text message, email, letter or otherwise. Users of our website or services therefore accept that ALL instances of abuse, threat or harassment are reported to Cambridgeshire Police and where appropriate to the Registrar of Approved Driving Instructors.

#### **24. Third party rights:**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

**25. Other important terms:** 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 submit the dispute for online resolution to the European Commission Online Dispute Resolution platform.

### **CANCELLATION FORM**

To Grade Six Supplies Ltd., 60 Twentypence Road, Wilburton, Ely CB6 3PU, email: [customerservices@gradesixsupplies.com](mailto:customerservices@gradesixsupplies.com)

I/We\* hereby give you notice that I/We\* cancel my/our\* contract for the sale of the following goods\*/for the supply of the following service\*:

(please list items/services no longer required)

Ordered on\*/Received on\*: .....

Name of consumer(s): .....

Address of consumer(s): .....

.....

Signature of consumer(s): ..... (only needed if this form is notified on paper)

Date: .....

\*Delete as appropriate