

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

If there is something wrong with the services provided to you, the remedies for services will apply. If there is something wrong with your goods, the remedies for goods will apply. In practice, there may be some overlap between the remedies available to you and we will try to agree with you the most appropriate course of action.

If you are entering in to this contract as a consumer, then this is a summary of some of your key rights (goods):

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 you're entitled to the following:

up to 30 days: if your goods are faulty, you can get a 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.

You DON'T have a legal right to a refund or replacement just because you change your mind, BUT please ask us about our returns policy as we may still be able to help.

If you are entering in to this contract as a consumer, then this is a summary of some of your key rights (services):

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;

if you haven't agreed a price upfront, what you're asked to pay must be reasonable;

if you haven't agreed a time upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.adviceguide.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

Whether you are entering in to this contract as a consumer or in the course of a business, this contract sets out:

- your legal rights and responsibilities
- our legal rights and responsibilities; and
- certain key information required by law.

This contract is used for when you and we enter into a contract in store or you and we enter into a contract either by telephone or via or website www.ironbridgefinearts.co.uk

In this contract:

- We, us or our means Ironbridge Fine Arts and Framing Limited; and
- You or your means the person buying goods and services from us.

If you don't understand any of this contract and want to talk to us about it, please speak with us in store or contact us by:

- e-mail info@ironbridgefinearts.co.uk which will be responded to between Tuesday to 10am to 5pm and on Saturday: 10am to 3pm

Do you need extra help?

If you would like this contract in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.

Who are we?

We are registered in England and Wales under company number: 05756524.

Our registered office is at: 12 Merrythought Village, Dale End, Coalbrookdale, Telford, TF8 7NJ.

Our VAT number is: 209219910.

1 Introduction

- 1.1 If you buy goods and services from us you agree to be legally bound by this contract.
- 1.2 By goods, we mean our bespoke, made to order framing; the artwork and prints found in our gallery; our print making materials; and our made to order printing presses together with any other goods that we offer to supply from time to time.
- 1.3 By services, we mean the workshops we run together with any other services that we offer to supply from time to time.
- 1.4 When buying any goods and services you also agree to be legally bound by:
 - 1.4.1 our terms and conditions together with any documents referred to in them;
 - 1.4.2 extra terms which may add to, or replace some of this contract and which extra terms we reserve the right to include at our discretion from time to time; and
 - 1.4.3 specific terms which apply to certain goods or services (or both). If you want to see these specific terms, please check against the relevant goods or services (or both) in store.

All these documents form part of this contract as though set out in full here. You are also referred to our website for further information about each of the goods and services we supply.

2 Information we give you

- 2.1 By law, if you are entering in to this contract with us as a consumer, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, we will do this in store or by telephone before you buy the goods and services from us. If you are ordering from us online, please contact us by telephone for this key information if any part of our website is unclear. Most of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 15).

Information we will give you

We will give you information on:

the main characteristics of the goods and services you want to buy;

who we are, where we are based and how you can contact us;

the total price of the goods and services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price);

where relevant, all additional delivery charges (or where this cannot reasonably be worked out in advance, the fact that such additional charges may be payable);

where relevant, the arrangements for payment, delivery, performance, and the time by which we will deliver the goods;

where relevant, the arrangements for payment, carrying out of the services, and the time by which we will carry out the services;

our complaint handling policy;

the fact that we are under a legal duty to supply goods that are in conformity with the contract;

our product guarantees.

- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 Without prejudice to our rights at clause 1.4.2 above, if we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

- 3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our **Privacy Policy**, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact

us and supervisory authorities if you have a query or complaint about the use of your personal information.

3.2 Our Privacy Policy is available at www.ironbridgeframing.co.uk/privacy-policy/

4 Ordering goods and services from us

4.1 Below, we set out how a legally binding contract between you and us is made:

4.1.1 Any quotation given by us before you make an order for goods and services is not a binding offer by us to supply such goods and services. You are responsible for ensuring that the quotation we provide, accurately describes your expectation of the quantity, quality and specification of the goods and / or services that you would like us to supply pursuant to this contract.

4.1.2 When you decide to place an order for goods and services with us, this is when you offer to buy such goods and services from us.

4.1.3 When you place your order with us, we will acknowledge it by email and send you our invoice for payment in accordance with clause 7 of this contract. This acknowledgement does not, however, mean that your order has been accepted.

4.1.4 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:

- (a) we cannot carry out the services (this may be because, for example, we have a shortage of staff)
- (b) the goods are unavailable;
- (c) we cannot authorise your payment;
- (d) you are not allowed to buy the goods or services (or both) from us;
- (e) we are not allowed to sell the goods or services (or both) to you;
- (f) you have ordered too many goods; or
- (g) there has been a mistake on the pricing or description of the goods or services (or both).

4.1.5 We will only accept your order when we email you to confirm this (Confirmation E-mail) or in the case of our framing and gallery services which are purchased in store, when we provide you with our invoice number in writing. At this point:

- (a) a legally binding contract will be in place between you and us;
- (b) we will start to carry out the services in the way you and we have agreed; and / or
- (c) we will make the goods available for collection by / dispatch the goods to you.

5 Right to cancel this contract

- 5.1 If you are entering in to this contract with us as a consumer and you place an order with us online or by telephone then you have the right to cancel this contract within 14 days ('cooling off period') without giving any reason and clauses 5 and 6 of this contract will apply.
- 5.2 The cancellation period will expire after 14 days from the day of the Confirmation Email.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To [insert the trader's name, geographical address and, where available, telephone number, fax number and email address]:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*/the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

- 5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.5 As to your order for services, we will wait until the 14-day cancellation period in this clause 5 is over before we start to carry out the services, unless:
 - 5.5.1 you want us to carry out the services during the 14-day cancellation period
 - 5.5.2 we have agreed to do so, and
 - 5.5.3 you have signed a written confirmation (a copy of which is set out in the box below) and given it to our representative (if you do this, the written confirmation which you sign will form part of this contract as though set out in full here)

Written confirmation to start carrying out the services within the 14-day cancellation period

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel the contract within 14 days. This may happen because you change your mind.

By signing this written confirmation and giving it to our representative, you agree that, on your request, we can start to carry out the services during the 14–day cancellation period.

You still have a right to change your mind and cancel the contract during the 14–day cancellation period, however, we will charge you for the cost of the services carried out by us until the time when you tell us that you want to cancel the contract. The amount we charge you will be in proportion to what we have carried out, in comparison with the full coverage of this contract.

You acknowledge, however, that you will lose the right to change your mind and cancel the contract during the 14–day cancellation period once the services have been fully carried out by us. If this happens, we will charge you for the full cost of the services carried out by us.

To [insert the trader's name, geographical address and, where available, fax number and e-mail address]

I/We [*] hereby give notice that I/We [*] request you to supply of the following service [*] on the following date [*]

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s),

Date

[*] Delete/ insert details as appropriate

6 Effects of cancellation

6.1 If you cancel this contract, we will reimburse to you:

6.1.1 all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us);

6.1.2 all payments received from you except where we are allowed to keep such payments such as where we have started carrying out the services within the 14–day cancellation period and you have signed our written confirmation to start carrying out the services within the 14–day cancellation period' (see clause 5.5 for more details).

6.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

6.3 We will make the reimbursement without undue delay, and not later than:

6.3.1 Insofar as goods are concerned:

- (a) 14 days after the day we received back from you any goods supplied; or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

6.3.2 Insofar as services are concerned, 14 days after the days on which we are informed about your decision to cancel this contract.

6.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

6.5 If you have received goods:

6.5.1 you shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired;

6.5.2 you will have to bear the direct cost of returning the goods; and

6.5.3 you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods

7 Delivery and collection of the goods

7.1 If you are collecting the goods then the following provisions will apply unless you and we agree otherwise in writing:

7.1.1 All goods must be collected within one month of the date of the invoice we provide to you pursuant to clause 4.1.3 above. Any goods that are not collected within that period will be charged a storage fee of 5% of the total value of the invoice per week.

7.1.2 If the goods remain uncollected 3 months following the date of the invoice we provide to you pursuant to clause 4.1.3 above, then the goods will be disposed of without further notice to you. The cost of disposal together with the cost of storage will be yours to pay.

7.1.3 Your collection of the goods will deem that:

- (a) you have inspected the goods and accepted that they have been supplied by us in accordance and full compliance with this contract; and
- (b) the risk of loss, destruction or damage to the goods has passed to you.

7.2 If we are delivering the goods to you then the following provisions will apply:

7.2.1 We either deliver your goods ourselves or we use InXpress Courier Services to deliver our goods, with the charge for this being agreed with you at the time of order.

If you want information on your delivery options and costs, please speak with us in store before you place your order.

7.2.2 We will let you know in store or in the Confirmation E-mail (see clause 4.1.5) the estimated date for delivery of the goods.

7.2.3 If something happens which affects the estimated date of delivery of the goods we will let you have a revised estimated date for delivery of them.

7.2.4 Delivery of the goods will take place when we deliver them at the address that you gave to us.

7.2.5 Unless you and we agree otherwise, if we cannot deliver your goods within 65 days, we will:

- (a) let you know;
- (b) cancel your order; and
- (c) give you a refund.

7.2.6 If nobody is available to take delivery:

- (a) Please let us know at least 5 working in advance of the proposed delivery date using the contact details at the top of this page. If you fail to let us know that nobody is available to take delivery at least 5 days in advance of the proposed delivery date, then we reserve the right to charge you for the abortive delivery; and
- (b) If delivery fails because nobody is available to take delivery on three occasions, then the goods will be available for your collection for 3 months following the date of the invoice we provide to you pursuant to clause 4.1.3 above, then the goods will be disposed of without further notice to you. The cost of disposal together with the cost of storage will be yours to pay.

7.2.7 By taking delivery of the goods you are agreeing that:

- (a) you have inspected the goods and accepted that they have been supplied by us in accordance and full compliance with this contract; and
- (b) the risk of loss, destruction or damage to the goods has passed to you.

7.2.8 We may deliver your goods in instalments. If you want to see whether your goods may be delivered in this way, please speak with us in store or check the Confirmation E-mail (see clause 4.1.5).

8 Carrying out of the services

8.1 We must carry out the services by the time or within the period which you and we agree (either in store or in writing). If you and we have agreed no time or period, this will be within a reasonable time.

8.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can re-arrange the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed

of the circumstances, but we will try to rearrange the services as soon as those events have been fixed.

8.3 Our carrying out of the services might involve you placing goods in to our custody for the purpose of us supplying the goods and / or services pursuant to this contract to you ('Deposited Items').

8.4 As to any Deposited Items, the following provisions shall apply:

8.4.1 You warrant that the Deposited Items are within your custody and control sufficient that you have authority to place the goods with us in accordance with this contract;

8.4.2 If you collect the Deposited Items from us then the following provisions will apply:

(a) If something happens which affects the date of collection of the goods we will let you have a revised estimated date for collection of them, otherwise:

(i) All Deposited Items must be collected within one month of the date of the invoice we provide to you pursuant to clause 4.1.3 above. Any goods that are not collected within that period will be charged a storage fee of 5% of the total value of the invoice per week.

(ii) If the Deposited Items remain uncollected for 3 months following the date of the invoice we provide to you pursuant to clause 4.1.3 above, then the goods will be disposed of without further notice to you. The cost of disposal together with the cost of storage will be yours to pay.

(b) Your collection of the Deposited Items will deem that:

(i) you have inspected the Deposited Items and accepted that they have been supplied by us in accordance and full compliance with this contract; and

(ii) the risk of loss, destruction or damage to the Deposited Items has passed to you.

8.4.3 If we are delivering the Deposited Items to you then the following provisions will apply:

(a) We either deliver the Deposited Items ourselves or we use InXpress Courier Services to deliver our Deposited Items, with the charge for this being agreed with you at the time of order. Deposited Items. If you want information on your delivery options and costs, speak with us in store before you place your order.

(b) We will let you know in store or in the Confirmation E-mail (see clause 4.1.5) the estimated date for delivery of the Deposited Items.

(c) If something happens which affects the estimated date of delivery of the Deposited Items we will let you have a revised estimated date for delivery of them.

(d) Delivery of the Deposited Items will take place when we deliver them at the address that you gave to us.

(e) Unless you and we agree otherwise, if we cannot deliver the Deposited Items within 30 days, we will:

(i) let you know;

- (ii) cancel your order; and
 - (iii) give you a refund.
- (f) If nobody is available to take delivery then:
 - (i) you must let us know at least 5 working days in advance of the proposed delivery date using the contact details at the top of this page. If you fail to let us know that nobody is available to take delivery at least 5 days in advance of the proposed delivery date, then we reserve the right to charge you for the abortive delivery.
 - (ii) If delivery fails because nobody is available to take delivery on three occasions, then the Deposited Items will be available for your collection for 3 months following the date of the invoice we provide to you pursuant to clause 4.1.3 above, then the Deposited Items will be disposed of without further notice to you. The cost of disposal together with the cost of storage will be yours to pay.
- (g) By taking delivery of the Deposited Items you are agreeing that:
 - (i) you have inspected the Deposited Items and accepted that they have been supplied by us in accordance and full compliance with this contract; and
 - (ii) the risk of loss, destruction or damage to the Deposited Items has passed to you.
- (h) We may deliver the Deposited Items in instalments. If you want to see whether your Deposited Items may be delivered in this way, please speak with us in store or check the Confirmation E-mail (see clause 4.1.5).

8.4.4 We reserve the right to exercise a lien over all Deposited Items within our possession for all sums due at any time to us from you. In those circumstances, we shall be entitled to use, sell or dispose of the Deposited Items as agent for and at the expense of you, applying such proceeds as are raised by the use, disposal or sale of the Deposited Items against the sums owed to us, which sums will include all costs incurred by us in connection with that use, disposal or sale of the Deposited Items. Any balance, once the sums owing to us have been deducted, will be accounted for to you and we will be released from all liability in respect of the Deposited Items.

9 Charges and payment

- 9.1 We will let you know the cost of the goods and services (and any extra charges such as for delivery) to the fullest extent we can when you place an order with us.
- 9.2 The cost of the goods and services is due in full immediately upon your receipt of our invoice unless we agree otherwise with you in writing at the time of order; which written agreement as to cost will then form part of the contract for our supply of goods and / or services to you.
- 9.3 We reserve the right to amend the cost of the goods or services in circumstances where, after we have sent the Confirmation Email, you make changes to the order.
- 9.4 We accept cash, and all major credit cards and debit cards with the exception of AMEX.

- 9.5 You will be invoiced and your credit card or debit card will only be charged when you place your order pursuant to clause 4 above.
- 9.6 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 9.7 Title to the goods shall remain ours until full payment for the goods has been made by you.
- 9.8 If your payment is not received by us and you have already received the goods, you must pay for such goods immediately and within 7 days unless otherwise agreed by us in writing at the time of order; which written agreement as to payment will then form part of the contract for our supply of goods and / or services to you.
- 9.9 If your payment is not received by us under this clause 9, we may choose (at our discretion) to collect the goods from you at your expense; charge any diminution in the value of the goods attributable to the time they were in your possession to you and also charge interest on any balance outstanding at the rate of 2% percentage points a year above Barclays Bank plc's base rate.
- 9.10 The price of the goods and services:
- 9.10.1 is in pounds sterling (£)(GBP);
- 9.10.2 includes VAT at the applicable rate; and
- 9.10.3 does not include the cost of:
- (a) delivery of the goods (if you want information on your delivery options and costs, speak with us in store before you place your order); and
- (b) any storage of the goods (if you want information on your storage options and costs, speak with us in store before you place your order).
- 9.11 There is no right for you to withhold and / or set off money that you owe to us under this contract or any other contract you have with us.
- 9.12 Nothing in this clause affects the legal rights you may have to cancel this contract during the 'cooling off' period under clauses 5 and 6 above, to the extent those clauses apply to your contract.

10 Nature of the goods

- 10.1 If you are entering in to this contract with us as a consumer, The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:
- 10.1.1 are of satisfactory quality;
- 10.1.2 are fit for purpose;
- 10.1.3 match the description, sample or model; and
- 10.1.4 are installed properly (if we install any goods).

- 10.2 We must provide you with goods that comply with your legal rights.
- 10.3 The packaging of the goods may be different from that shown in store.
- 10.4 While we try to make sure that all weights, sizes and measurements set out in store are as accurate as possible, there may be a small tolerance of up to 2% in such weights, sizes and measurements.
- 10.5 Any goods sold:
- 10.5.1 at discount prices;
 - 10.5.2 as remnants;
 - 10.5.3 as substandard;
- will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.
- 10.6 If we can't supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:
- 10.6.1 we will let you know if we intend to do this but this may not always be possible; and
 - 10.6.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

11 Nature of the services

- 11.1 If you are entering in to this contract with us as a consumer, The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:
- 11.1.1 the services are carried out with reasonable care and skill;
 - 11.1.2 you must pay a reasonable price for the services, and no more if you and we haven't fixed a price for the services, and
 - 11.1.3 we must carry out the services within a reasonable time if you and we haven't fixed a time for the services to be carried out.
- 11.2 We must provide you with services that comply with your legal rights.

12 Faulty goods and services

- 12.1 If you are entering in to this contract with us as a consumer, then your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of some of your key rights.
- 12.2 Whether you are entering in to this contract as a consumer or in the course of your business, if there is something wrong with the services provided to you, the remedies for services will apply. If there is something wrong with your goods, the remedies for goods will apply. In practice, there may be some overlap between the remedies available to you and we will try agree to with you the most appropriate course of action.

12.3 In that regard, the following (non-transferrable) additional guarantees are provided to you:

12.3.1 A 3 year (to commence on the date of delivery) parts and labour guarantee on our printing presses, providing that the printing presses are strictly maintained in accordance with our product information which is provided at the time of delivery and available on our website; which information we may amend at our discretion from time to time; and

12.3.2 A 6 calendar month (to commence on the date of delivery) parts and labour guarantee on our hotplates, providing that the hotplates are strictly maintained in accordance with our product information which is provided at the time of delivery and available on our website; which information we may amend at our discretion from time to time.

For the avoidance of doubt, nothing in this clause 12.3 entitles you to return the goods to us or to seek a refund.

12.4 For more detailed information on your rights and what you should expect from us, please:

12.4.1 speak with us in store; or

12.4.2 if you are entering in to this contract with us as a consumer, visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

12.5 If you are entering in to this contract with us as a consumer, then nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

13 End of the contract

13.1 If this contract is ended it will not affect our right to receive any money which you owe to us under it.

14 Limit on our responsibility to you and your indemnity to us

14.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

14.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed;
- (b) were not caused by any breach on our part; and
- (c) exceed the total payment from you to us under the contract.

14.1.2 business losses; and

14.1.3 losses to non-consumers.

14.2 You shall indemnify us in full against all damages, penalties, costs and expenses which we become liable for as a result of work that we do in accordance with your order that

involves the actual, potential or alleged infringement of the intellectual property rights of a third party to this contract.

- 14.3 We accept no liability for any loss, theft or damage to the Deposited Items or any part thereof and give no warranty or guarantee that the goods and / or services provided by us pursuant to this contract will not cause damage to the Deposited Items.

15 Disputes

- 15.1 We will try to resolve any disputes with you quickly and efficiently.

- 15.2 If you are unhappy with:

- 15.2.1 the goods;
- 15.2.2 the services;
- 15.2.3 our service to you generally; or
- 15.2.4 any other matter;

please contact us as soon as possible and in any event within 14 days of receiving the service, delivery or collection.

- 15.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you.

- 15.4 If you then want to take court proceedings, the relevant courts of the part of the United Kingdom where you live will have non-exclusive jurisdiction in relation to this contract.

- 15.5 The laws of England and Wales will apply to this contract.

16 Third party rights

- 16.1 No one other than a party to this contract has any right to enforce any term of this contract.