



# Bespoke Wedding Services

## terms and conditions

### DEFINITIONS

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.

**Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods, and comprising the Order and the Terms

**Customer:** the person or firm who purchases the Goods from the Supplier.

**Customer's Order Form:** the form completed by or for the Customer setting out which Services and Deliverables they require.

**Delivery Location:** has the meaning given in *Clause 5.2*.

**Delivery Charges:** means the charges made in accordance with clause 7.4

**Force Majeure Event:** means an event as defined in clause 13.1,

**Goods:** the goods (or any part of them) set out in the Customer's Order Form as described in Schedule 1.

**Order:** Customer's order for the Goods consisting of the Customer Order Form to which the Terms are appended and together forming the Contract.

**Photo Upload:** Any photograph uploaded by the Customer.

**Supplier:** The Council of the City of Coventry.

**Terms:** These terms and conditions.

**Website:** The Supplier's website at [www.ceremoniesinsidecoventry.co.uk](http://www.ceremoniesinsidecoventry.co.uk)

### 1. PLACING AN ORDER AND ITS ACCEPTANCE

- 1.1 **Placing your Order.** Please follow the onscreen prompts to place your Order. Each Order is an offer by you to buy the Goods subject to these Terms.
- 1.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your Order to us. Please check the Customer Order Form carefully before confirming it. You are responsible for ensuring that your Order and any specification submitted by you is complete and accurate.
- 1.3 **Acknowledging receipt of your Order.** After you place your Order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your Order has been accepted. Our acceptance of your Order will take place as described in Clause 1.4
- 1.4 **Accepting your Order.** The Order shall only be deemed to be accepted when the Customer provides all information required by the Supplier to enable it to supply the Goods.

- 1.5 **If we cannot accept your Order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your Order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

## **2. OUR GOODS**

- 2.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Goods. The colour of your Goods may vary slightly from those images.
- 2.2 The packaging of your Goods may vary from that shown on images on our site.
- 2.3 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

## **3 RETURN AND REFUND**

- 3.1 We are unable to offer refunds on any personalised products due to the personalisation element of the Goods, unless the Goods are defective.
- 3.2 Please ensure that your personalisation options are correct at the time of ordering as we cannot be held responsible for common errors such as misspellings or punctuation errors.
- 3.3 You may cancel the Contract and receive a refund, if you notify us as set out in *Clause 11.2* no later than 30 days before your ceremony.
- 3.4 If you have returned the Goods to us under this *Clause 3* because they are faulty or mis-described, we will refund the price of the Goods by crediting the credit card or debit card used by you to pay.

## **4 PROOFS**

- 4.1 A proof will be sent to you via email for personalised Orders. Please check all proofs thoroughly – we cannot be held responsible for errors found once a proof has been agreed. To enable us to send you a proof, you will need to provide us with a confirmation email address. You will need to approve the proof or make any necessary change to it before we can print and despatch your Order. When viewing your PDF proof on a mobile device/tablet, it may not display correctly. A PC/laptop should be used wherever possible. Colours can vary greatly from one monitor to another and so are not necessarily representative of the printed products. All designs, artwork and proofs are owned by the Supplier and cannot be reproduced by any other individual or company without our consent.

## **5 DELIVERY, TRANSFER OF RISK AND TITLE**

- 5.1 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your Customer Order Form.
- 5.2 You own the Goods once we have received payment in full.
- 5.3 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available. However, we will not be so liable to the extent that any failure to deliver was caused by an **Force Majeure Event**, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.

## **6 NO INTERNATIONAL DELIVERY**

- 6.1 We do not deliver to addresses outside the UK.

6.2 You may place an order for Goods from outside the UK, but this order must be for delivery to an address in the UK.

## **7 PRICE OF GOODS AND DELIVERY CHARGES**

- 7.1 The prices of the Goods will be as per the Customer's Order Form in accordance with Schedule 2 of these Terms. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information is entered onto the system. However, please see Clause 7.5 for what happens if we discover an error in the price of Goods you ordered.
- 7.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed prior to the change in price.
- 7.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your Order and the date of delivery, we will adjust the price of the Goods to reflect the change in the rate of VAT, unless you have already paid for the Goods in full before the change in VAT takes effect.
- 7.4** It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

(a) where the Goods' correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Goods to you; and

(b) if the Goods' correct price is higher than the price stated on our site, we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your Order. We will not process your Order until we have your instructions. If we are unable to contact you using the contact details you provided during the Order process, we will treat the Order as cancelled and notify you in writing.

## **8 HOW TO PAY**

- 8.1** You can only pay for Goods using a debit card or credit card. We accept all credit and debit cards except for American Express debit card or credit cards.

## **9 INTELLECTUAL PROPERTY RIGHTS**

- 9.1 Unless otherwise stated, the copyright and other intellectual property rights in all material on our Website (including photographs and graphical images) are owned by us or our licensors and any use of extracts from the Website is prohibited.
- 9.2 With 'Photo upload' any intellectual property rights in the image you upload will remain vested in their owner. It is your responsibility to ensure that you obtain the permission of the copyright owner to use any image you use but do not own. We will not be held responsible if any image you upload infringes any third-party rights. If we incur any costs (such as legal costs) or become liable to make any payment to a third party (such as damages) because an image you upload infringes someone else's rights, you agree that you will refund us those costs and payments.
- 9.3 Any rights not expressly granted in these Terms are reserved for our sole and exclusive benefit.

## **10 WEBSITE ACCESS AND AVAILABILITY**

- 10.1 We shall endeavour to ensure that access to and use of the Website is available 24 hours a day however access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or

for reasons beyond our control and we shall have no liability whatsoever if for any reason the Website is unavailable at any time or for any period.

## 11 OUR WARRANTY FOR THE GOODS

- 11.1 We provide a warranty that on delivery the Goods shall:
  - 11.1.1 subject to Clause 2, conform in all material respects with their description;
  - 11.1.2 be free from material defects in design, material and workmanship;
  - 11.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
  - 11.1.4 be fit for any purpose held out by us.
- 11.2 Subject to Clause 3.3, if:
  - 11.2.1 you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 11.1;
  - 11.2.2 we will, at our discretion, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 11.3 We will not be liable for breach of the warranty set out in Clause 11.1 if:
  - 11.3.1 you make any further use of the Goods after giving notice to us;
  - 11.3.2 the defect arises as a result of us following any drawing, design or specification supplied by you;
  - 11.3.3 you alter or repair the Goods without our written consent;
  - 11.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - 11.3.5 the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
  - 11.3.6 We will only be liable to you for the Goods' failure to comply with the warranty set out in Clause 11.1 to the extent set out in this Clause 11.

## 12 OUR LIABILITY

- 12.1 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

## 13 FORCE MAJEURE EVENT

- 13.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
  - (a) acts of God, flood, drought, earthquake or other natural disaster;
  - (b) epidemic or pandemic;
  - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - (d) nuclear, chemical or biological contamination or sonic boom;
  - (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition[, or failing to grant a necessary licence or consent];
  - (f) collapse of buildings, fire, explosion or accident; [and]

- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

13.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13.3 If a **Force Majeure Event** takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) where the **Force Majeure Event** affects our delivery of Goods to you, we will arrange a new delivery date with you after the **Force Majeure Event** is over.

#### 14 COMMUNICATIONS BETWEEN US

14.1 When we refer to "in writing" in these Terms, this includes email.

#### 15 ENTIRE AGREEMENT

15.1 These Terms set out the basis of our Contract. To protect your own interests please read the Terms carefully before ordering. If you are uncertain as to your rights under them or you want any explanation about them please contact us for clarification. If you agree anything with our staff which is different from these Terms conditions, then please ensure you ask for this to be put in writing. In that way, we can avoid any problems surrounding what you and we are expected to do.

#### 16 GOVERNING LAW AND JURISDICTION

16.1 The Terms shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the nonexclusive jurisdiction of the English courts.

#### 17 SEVERABILITY

17.1 If any paragraph or sub-paragraph of these Terms is held by a competent authority to be invalid or unenforceable the validity of the other paragraphs and sub-paragraphs of these Terms shall not be affected and they shall remain in full force and effect.

#### 18 THIRD PARTY RIGHTS

18.1 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

### **Schedule 1 – Goods**

The Supplier shall supply the following Goods as set out in the Order Form:

#### **Cards and Booklets as set to your specifications:**

- Save the date cards
- Wedding invites
- Evening reception invites
- Thank you cards
- Order of the ceremony booklets
- Verse cards for the ceremony

#### **Certificates as set to your specifications:**

- Commemorative Certificate
- Commemorative Certificate to sign at the ceremony and presented in a keepsake box

#### **Confetti as set to your specifications:**

- Biodegradable Confetti in personalised sachets
- Biodegradable Confetti in personalised cones

## **Schedule 2: Pricing**

### **Cards and Booklets:**

- 20 - £25 at £1.25 each
- 30 - £30 at £1.00 each
- 40 - £35 at £0.87p each
- 60 - £40 at £0.66p each
- 100 - £55 at £0.55p each
- 150 - £75 at £0.50p each

### **Commemorative Certificates:**

- £8 per Commemorative Certificate
- £25 - Commemorative Certificate and Keepsake Box

### **Confetti:**

- 20 cones - £30. For an additional 20 cones - £25
- 24 sachets - £30. For an additional 24 sachets - £25