

DISTINKT CARDS

Terms & Conditions

We are : Distinkt Cards Ltd (company number 08162736);
Our address is: North Farm Road, Tunbridge Wells, Kent TN2 3BW;
We can be contacted at: info@distinktcards.co.uk or by telephone on 01892 511678;
You are: A user of our Website.

1. Definitions

"Agreement" is a reference to these Terms and Conditions, the Privacy Policy, any order form and payment instructions provided to you;

"Goods" is a reference to any goods which we may offer for sale from our Website from time to time and this includes, but is not limited to, greeting cards, wrapping paper, wall art canvas prints, postcards, gift tags, gift bags, wedding stationery, invitations and framed art cards;

"Order" means any order which you place for Goods or Services from us whether you do this electronically through the Website, by telephone or by any other means;

"Personalised Goods" means Goods which may be ordered from us and which are personalised to your specification;

"Privacy Policy" means the policy displayed on our Website which details how we collect and store your personal data;

"Service" or "Services" is a reference to any printing service which we may supply and which you may request via our Website;

"you", "your" and "yours" are references to you the person accessing this Website and ordering any Goods or Services from us;

"we", "us" and "our" are references to Distinkt Cards Ltd of North Farm Road, Tunbridge Wells, Kent TN2 3BW; and

"Website" is a reference to our websites www.distinktcards.co.uk and www.distinktcards.com on which we offer our Goods or Services.

2. Ordering

2.1 Any contract for the supply of Goods or Services from this Website is between you and Distinkt Cards Ltd. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide is your own credit or debit card and that you have sufficient funds to make the payment.

- 2.2. Goods and Services purchased from this Website are intended for your use only and you warrant that any Goods purchased by you are not for resale and that you are acting as principal only and not as agent for another party when receiving the Services.
- 2.3. When ordering from this Website you may be required to open an account with us and to provide a username and password. You must ensure that you keep these details secure and do not provide this information to a third party. An online account will need to be opened by you if you wish to avail of our Distinkt Club with pre-paid offerings and you wish us to retain your information and send you reminders.
- 2.4. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your Order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.
- 2.5. Any Order that you place with us is subject to product availability and acceptance by us. When you place your Order online we will send you an email to confirm that we have received it. This email confirmation will be produced automatically so that you have confirmation of your Order details. The fact that you receive an automatic confirmation does not necessarily mean that we will be able to meet your Order. Once we have sent the confirmation email we will then check availability and contact you with a further email. If the Goods are available and the details of the Order are correct, this email will specify delivery details and confirm the price of the Goods purchased. If the Goods are not available we will also let you know by email.
- 2.6. All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. We also reserve the right to alter the Goods or Services available for sale on the Website and to discontinue any product line or service.
- 2.7. The contract for the Goods or Services will be accepted at the time of despatch of your Order. We will confirm this to you in writing. You must inform us immediately if any details are incorrect. If your Order has not been accepted you will be notified of this in writing together with the reasons.

3. Personalised Goods

- 3.1. When ordering Personalised Goods you must ensure that you follow the ordering process as outlined on the Website. Images may be uploaded to the Website in JPEG format. Please note that images are printed at 300dpi. Images with a lower resolution will be accepted for printing however the print will be of a lower quality. The following data files will be accepted - CSV files and .xls files.
- 3.2. When your image and data are uploaded to the Website you must then check your Order carefully before this is sent to us. Once an Order is placed it may be difficult to cancel due to the quick turnaround times that we operate.
- 3.3. We may refuse to accept an Order for Personalised Goods which we consider in our absolute discretion is inappropriate or in breach of these Terms and Conditions.
- 3.4. You must be the legal owner of the copyright and all intellectual property rights in the image that you wish to have printed as part of the Order. No Order should contain pornographic or obscene content nor should it be designed to incite violence or racial hatred, be defamatory, in bad taste, damage a person's reputation or name or be otherwise objectionable or contravene any law or regulation. Any names, logos and trademarks used by you for the Order must be owned or used by you under licence. You must get permission from any other person whose details you propose to use, before you provide us with any of their information.
- 3.5. You hereby grant to us a perpetual non-exclusive licence to use such content and/or materials which you post or transmit to or from the Website and/or include on any Personalised Goods for the purposes of satisfying your Order and our business purposes.
- 3.6. Please note that we will not check your Order for incorrect spelling or grammar mistakes. It is entirely your responsibility to ensure that you have submitted the correct spelling, grammar and image for us to print.

4. Prices and Payment

- 4.1. All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. Prices are inclusive of value added tax but exclusive of postage and packing charges which will be added to your Order.
- 4.2. The total price for Goods or Services ordered, including postage and packing charges, will be displayed on the Website when you place your Order. Full payment must be made before Goods are despatched or Services provided.
- 4.3. You must pay for your Order before it is delivered and you can do so by debit or credit card. To ensure that shopping online is secure, your debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet. Your credit card company may also do security checks to confirm it is you making the Order.

5. Delivery

- 5.1. All postage costs are charged based on the delivery option selected and the weight of the items to be delivered. All cards ordered will be posted by first class post or airmail unless a special delivery option is selected and paid for by you. Larger items may be sent by courier and will require signature on delivery.
- 5.2. Delivery periods quoted at the time of ordering are approximate only and may vary. Goods will be delivered to the address nominated by you at the time of ordering.
- 5.3. Orders placed before 2pm on any working day for cards and postcards will be despatched on the same working day. Orders for cards and postcards received after 2pm will be despatched on the next working day.
- 5.4. All other Goods such as gift wrapping paper, wall art canvas prints, gift tags, gift bags, wedding stationery, invitations and framed art cards will be despatched within 48 hours subject to availability
- 5.5. Time is not of the essence for the delivery of any Goods or Services supplied under this Agreement.

- 5.6. Delivery times for standard delivery options are usually expected to be as follows:
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|------------------------|----------------------|
| UK | Up to 3 working days |
| Mainland Europe | Up to 4 working days |
| All other destinations | Up to 7 working days |
- 5.7. We will make every effort to deliver within the time stated however we will not be liable for any loss caused to you by late ordering. If the Goods are not delivered within the estimated delivery time which we quote, please contact us by telephone or email and we will try to ensure that you receive your Order as quickly as possible.
- 5.8. No refunds of the delivery charge are made for late deliveries.
- 5.9. Incomplete orders must be notified to us as soon as possible following delivery and within 3 days of delivery. We will either arrange for the missing items to be delivered to you at no extra cost or refund you the original cost of the missing items.
- 5.10. All risk in the Goods shall pass to you upon delivery.
- 5.11. If you fail to accept delivery of the Goods at the time they are ready for delivery, or we are unable to deliver the Goods at the nominated time due to your failure to provide appropriate instructions, documentation, licences, consents or authorisations, then the Goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such Goods shall pass to you. Any storage, insurance and other costs which we incur as a result of the inability to deliver the Goods shall be your responsibility and you shall indemnify us in full for such cost.
- 5.12. You must ensure that at the time of delivery of the Goods adequate arrangements, including labour and access where necessary, are in place for the safe delivery of the Goods. We cannot be held liable for any damage, cost or expense incurred to the Goods or premises where this arises as a result of a failure to provide adequate access or arrangements for delivery.
- 5.13. Where delivery is outside the UK, you may be liable to pay additional tax or duty once the Goods reach your country. This may vary from country to country. Please contact your local customs office for more information.
- 5.14. Please note that Goods may be subject to inspection by your local customs office where delivery is outside the UK.

6. Your Information

- 6.1. Where we have requested information from you to provide Goods or Services you agree to provide us with accurate and complete information.
- 6.2. You authorise us to use, store or otherwise process your personal information in order to provide the Goods or Services to you and for marketing and credit control purposes (the "Purpose"). The Purpose may include the disclosure of your personal information to selected third parties from time to time where we believe that the services offered by such third parties may be of interest to you or where this is required by law or in order to provide the Goods or Service to you. More information can be found in our Privacy Policy.
- 6.3. You are entitled to request a copy of the personal information we hold on you. Please contact us if you wish to request this information.

7. Cancellation and Returns

7.1 Cancellations:

- 7.1.1 Personalised Goods: Due to the bespoke nature of these Goods you are not permitted to cancel the Order once the Order for the Goods has been placed.

7.2 Returns where Goods are faulty:

- 7.2.1 We expect that your Goods will be delivered to you in good condition and meet your requirements. In the unlikely event that the Goods are faulty or do not meet the Order specification then you are entitled to return the Goods to us. Please email info@distinktcards.co.uk within 3 days of receipt of the Goods to inform us of your wish to return faulty Goods quoting your order number. You must ensure that the Goods are returned to us at your cost.
- 7.2.2 The cost of collecting or returning the Goods to us must be paid by you unless we agree that the Goods are faulty or damaged upon receipt by you. All refunds or re-credits will be undertaken within 14 days of notification of return.

- 7.2.3 We try to select and package the Goods as well as possible to ensure they arrive in good condition. However, if the Goods arrive damaged or not what you ordered, we will either re-print/replace the item free of charge or provide a full refund as appropriate, provided you notify us of the problem within 3 days of receipt and return the Goods to us within 3 days of receipt.
- 7.2.4 Refunds or free reprints will not be offered where the Goods have been incorrectly printed due to a fault on your part such as incorrect spelling on the Order or uploading an incorrect image.

8. Linked Sites

There may be a number of links on our Website to third party Websites which we believe may be of interest to you. We do not represent the quality of the goods or services provided by such third parties nor do we have any control over the content or availability of such sites. We cannot accept any responsibility for the content of third party Websites or the services or goods that they may provide to you.

9. Complaints

We take complaints very seriously and aim to respond to your complaints within 5 working days. All complaints should be addressed to info@distinktcards.co.uk

10. Limitation of Liability

- 10.1. Great care has been taken to ensure that the information available on this Website is correct and error free. We apologise for any errors or omissions that may have occurred. We cannot warrant that use of the Website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

- 10.2. We disclaim any and all liability to you for the supply of the Goods and Services to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant Goods or Services. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits, to you howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.
- 10.3. We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via our Website.
- 10.4. We shall not be held liable for any failure or delay in performing Services or delivering Goods where such failure arises as a result of any act or omission which is outside our reasonable control such as an act of God or those of third parties.
- 10.5. The products sold by us are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the Website or for any products or services purchased from us.
- 10.6. We have taken all reasonable steps to prevent internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.
- 10.7. You agree to promptly and fully indemnify us and keep us indemnified and hold us harmless against any and all expenses, damages, liability, claims and losses of any kind (including reasonable legal fees and costs) incurred by us in connection with any claims actual or threatened, of any kind (including, without limitation, any claim of trademark or copyright infringement, libel, defamation, breach of confidentiality, breach of any statutory or regulatory duty) arising from any Personalised Goods that we produce to your Order and the indemnity may, without limitation, be claimed as a debt or liquidated demand.

11. General

- 11.1. We may subcontract any part or parts of the Services or Goods that we provide to you from time to time and we may assign or novate any part or parts of our rights under these Terms and Conditions without your consent or any requirement to notify you.
- 11.2. We may alter or vary the Terms and Conditions at any time without notice to you and any revised Terms and Conditions will be published on our Website.
- 11.3. The Terms and Conditions together with the Privacy Policy, any order form and payment instructions constitute the entire agreement between you and us. No other terms whether expressed or implied shall form part of this Agreement. In the event of any conflict between these Terms and Conditions and any other term or provision on the Website, these Terms and Conditions shall prevail.
- 11.4. If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.
- 11.5. These Terms and Conditions and our Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.
- 11.6. No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
- 11.7. It is not intended that the undertakings and obligations of the parties set out in this Agreement shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.

January 2013.