

## Trading Terms & Conditions

### General

These terms and conditions will apply to all transactions placed online, by e-mail, telephone, fax or by post with Intentional Designs Limited. Please read carefully before placing any order. All contracts shall be governed by and construed in accordance with English Law and any dispute between us will be resolved exclusively in the courts of England and Wales. Nothing in these terms and conditions will be deemed to affect your statutory rights. By using this site you are agreeing to these terms and conditions'. All transactions with Intentional Designs Limited will be governed by these terms and conditions. All references to the 'company', 'us' or 'we' will refer to Intentional Designs Limited. All references to the customer shall mean the person or persons purchasing or agreeing to purchase goods from the company. All references to the Web Site shall include reference to all URL's owned by Intentional Designs Limited.

### Prices

All prices are shown in pound sterling (£). It is our policy to offer goods at the most reasonable price possible, however, if, due to circumstances beyond our control, we deem it necessary to alter any advertised price, we reserve the right to do so without prior notice.

### Orders

We are pleased to accept orders by the following methods. Online transaction, postal order, BACS payment or cheque. All credit / debit card transactions are subject to validation checks and are authorised by the card issuer. We accept PayPal, and most cards, including MasterCard, Visa, Maestro and Solo. If the issuer of your card refuses to authorise payment to us, we will not be liable for any delay and / or non-delivery of your order. We are unable to accept or process any credit/debit card orders without a valid card payment in the name of the registered cardholder.

### Delivery

We aim to deliver items in stock within 10 working days to UK mainland addresses. All delivery conditions and charges are subject to change without prior notice. Every effort is made to ensure that delivery is made within the estimated time scales and within a maximum of 15 days. All goods are subject to availability. In the event that we are unable to supply your goods within 28 days, we will inform you immediately and advise you of the expected delivery date.

Rush Order options are dispatched in 5 working days are subject to a minimum order cost and a surcharge of 25% on the total order value. Once dispatched, Intentional Designs cannot be held liable for late delivery or non-delivery by the courier or postal service. All deliveries will require an adult's signature when delivered.

### Cancellation

Outstanding orders can be cancelled at any time, prior to production. In instances where payment has already been made, an alternative or refund in full for the item(s) concerned will be given. In the event of any goods delivered by us being damaged in transit, or failure to match the items ordered by you, then such details must be notified by you to us within 7 (seven) working days of receipt. If we receive no such notification the customer will be deemed to have accepted the items as satisfactory.

We cannot be held liable for any consequential loss caused by late delivery or failure to deliver by the company's appointed carrier. Liability in such cases is limited to the value of those items, which are shown to have not been received by the customer. Any order that is cancelled prior to delivery will incur an admin charge of 15% of the value cancelled, or £20 – whichever is the greater. Any decorated garment order will also incur the origination charge at the cost price indicated on the quote.

### **Returns and Exchanges**

We strive to provide the best possible quality product and service. If however you are not entirely satisfied with your purchase, we may provide a refund or exchange subject to the following conditions:

All delivery shortages must be reported within 2 business days from the date of delivery. If you wish to return an item that is faulty, please email [sales@Intentionaldesigns.co.uk](mailto:sales@Intentionaldesigns.co.uk) quoting your order number and stating why you want to return it. You will be supplied with a RMA returns number which must be written clearly on the return packaging.

### **What Can Be Returned**

Most of our non-personalised products can be returned. All returns must be undamaged, free from cosmetic or other dirty marks and be returned with their original labels and packaging. Once the returned items have been received by Intentional Designs Limited and inspected a full refund (excluding delivery or returns costs) or product exchange will be given.

### **What Cannot Be Returned**

Personalised items cannot be returned due to incorrect sizing by the customer, unless there is a manufacturing fault. All products are checked prior to dispatch. Therefore, please ensure that all product sizing and original artwork is correct, as Intentional Designs Limited cannot accept liability for items with incorrect spelling or grammatical errors made by the customer. Any items where there are spelling or grammatical errors or garment sizing errors made by Intentional Designs Limited, will be refunded or exchanged (excluding delivery charges).

### **Personalising Provided Garments**

Where a customer supplies their own garments for decoration, any errors, omissions or damage shall be strictly limited to the cost of the personalisation of that garment. Personalisation of supplied garments is done so at the owners own risk.

### ***Products***

#### **Guarantee**

All products offered are guaranteed to arrive in good condition. We can only offer a refund for unwanted goods for 7 (seven) days after receipt. We will then provide a full refund for the goods minus our carriage charge. In the event of a claim, please return the products with a copy of the original invoice to:

**Intentional Designs Limited, c/o Zion Christian Centre, Little Cornbow, Halesowen, B63 3AJ.** Please clearly identify the problem with the item. All items must be returned in the same condition they were received in.

### **Right to Cancel Order**

To cancel any non-personalised order, you can e-mail, telephone, or write to us quoting your order number within 7 (seven) days of receipt. You must take reasonable care of the items, and packaging. Goods must be returned to us within seven days of your notice to cancel. Items may be returned to Intentional Designs Limited, at the above shown address. All goods are returned at your own expense unless the item is deemed faulty or incorrect, where we will refund the cost on receipt of the goods. Should you require your unwanted goods to be collected, we will deduct the appointed couriers direct costs from the refund given. Providing the items are received back in an unused condition, and with all packaging, you will receive a refund within thirty days of your notice to cancel.

## **INSURANCE**

### **Force Majeure**

We will not be liable for non-performances of our obligations caused or resulting from industrial disputes or any other circumstances beyond the reasonable control of the company such as act of God, riots, civil commotion, flood, fire and legislation. If by reason of such circumstances it shall become impossible within a reasonable time for the company to wholly or partly supply the items ordered then the customer's liability will be limited to the value of the items already supplied together with any associated delivery charges.

### **Content**

Any information displayed on our web site(s) or other printed matter by the company is not regarded to be authoritative or certified as the best practice and is only considered to be useful supplementary advice to other certified codes of practice. All information on our web site is updated regularly.

### **Pricing and Print Errors**

Prices and specifications are checked to the best of our ability, and whilst every effort has been made to make them accurate, no responsibility will be accepted for errors and omissions. We reserve the right to alter our prices and specifications without notice.

### **Ownership of Goods**

All items supplied to the customer remain the property of Intentional Designs Limited until final payment of all sums owing in respect of those goods has been received in full by us.

### **Complaints**

Any complaint can be communicated directly to Intentional Designs Limited. We will endeavour to deal with your complaint within five working days of receipt. In the event where we cannot resolve your complaint immediately we will advise a likely time scale to you and keep you informed of any investigation.

### **Privacy Policy**

This privacy policy covers Intentional Designs Limited, its Web sites, and any other method of selling. You can browse our site(s) without disclosing any personal data to us. Any links to third party web sites are covered by the third parties privacy policies. We do not automatically log personal data nor do we link information automatically logged by other means with personal data about specific individuals. We will collect

and store information about you to allow us to firstly, process and fulfil any order requirements and secondly to provide you with the best possible service. We will collect and store any personal data that you may volunteer whilst using our services, e.g.(registration, placing an order or requesting a catalogue). The information key symbol is shown wherever we collect data. All information is collected lawfully and in accordance with the Data Protection Act 1998. We will use the data for our own marketing purposes, including market research and to keep you up to date with any offers or information regarding our stores or direct sales channels. The type of information that we will collect will include:

- \* **Your title and name**
- \* **Known address**
- \* **Contact telephones numbers**
- \* **E-mail address**
- \* **Order and Payment details**

Individuals registering their details online may do so on the understanding that they are aware of the intended purpose for the collection of data. They may be sent further information / communication via email, and post. Our website contains links to third party websites operating their own terms and conditions and privacy policies, Intentional Designs Ltd is not responsible for the policies of any linked third party sites.

### **Security**

We are fully committed to providing full security both through our on-line and mail order service. We use secure providers for our on line transactions to ensure that your details are safe for all sales transactions with us.

### **Access to information**

We will aim to always hold accurate and up to date information about you. You can gain access to information that we may hold about you by writing to Intentional Designs Limited at the address above. We will provide you with a readable copy of any personal data that we may hold about you, within thirty days of receipt of your request. We will require proof of your identity before releasing any data. We will provide the information at a charge of £10.00 + VAT payable with your request. In instances where you find information that we hold about you to be inaccurate we will correct or delete it promptly. We reserve the right to refuse to provide a copy of any personal data held, but will give reasons for our refusal. If you should have any queries regarding our privacy policy or terms and conditions, please contact us directly. If you are currently receiving information from us and would prefer not to, please email us at sales@Intentionaldesigns.co.uk with "No further mailings" in the subject box. Please provide your invoice number and postcode.

### **Contact Details**

Intentional Designs Limited  
c/o Zion Christian Centre  
Little Cornbow  
Halesowen  
B63 3AJ

### **Terms and Conditions**

#### **1. IMPORTANT INFORMATION**

**1.1** These terms and conditions relate to your use of the Intentional Designs Limited websites and to the sale of all products to you by us.

**1.2** Please read these terms and conditions carefully before placing an order, and retain a copy for your information.

**1.3** We reserve the right to change our terms and conditions and our prices at any time without notice to you in relation to future sales, so you must check them each time you use our Website. The date on which these terms and conditions were last updated is clearly stated below.

**1.4** Our business address is c/o Zion Christian Centre, Little Cornbow, Halesowen B63 3AJ.

**1.5** Please note that, if you are under the age of 18, you must have the consent of the debit / credit card holder (who must be over the age of 18) before purchasing any goods from the Website.

## **2. USE OF WEBSITE AND PRIVACY POLICY**

**2.1** On accessing the Website, we grant you a limited licence to access and make personal use of the Website for lawful purposes only and in a manner that does not infringe our intellectual property rights or those of third parties, and does not restrict or inhibit the use and enjoyment of the Website by browsers, customers or any other third party.

**2.2** If you wish to create a link to our Website, you must first obtain our prior written consent, which can be sought by emailing us at [sales@Intentionaldesigns.co.uk](mailto:sales@Intentionaldesigns.co.uk)

**2.3** Links contained in the Website may lead to other websites which are not under our control. We do not endorse or take responsibility for the content of any such linked websites.

**2.4** As we respect and endeavour to protect the data we collect from you in the course of purchasing products from us, we shall at all times comply with the Data Protection Act 1998 (as amended from time to time). The information and data collected shall only be used by us for the purposes of processing your order and marketing our products to you. For the avoidance of doubt, your information and data will never be passed on by us to a third party. We will keep your information and data on our records for a period of 5 years, after which point such records shall be destroyed.

**2.5** When purchasing products from us, you will be asked in the order form to confirm that we may email you from time to time with details of our products that we think you might be interested in. By ticking the box, you are confirming that we can email you for marketing purposes. Please note that you may unsubscribe from receiving our marketing emails at any time by emailing [sales@Intentionaldesigns.co.uk](mailto:sales@Intentionaldesigns.co.uk).

## **3. PLACING AN ORDER**

**3.1** Whilst browsing the Website, you may place items that you wish to purchase in a virtual shopping basket (Basket). You may access the Basket at any time prior to placing a firm order to view your proposed order and to correct any errors. At this point, you are under no obligation to purchase the items in your Basket. If you wish to place a firm order with us you will be asked to complete the online order form and provide us (and / or a third party payment partner, such as Credit/debit card provider, on our behalf) with payment and delivery details. Once you have completed the online order form, proceeded to the Checkout and confirmed that you have read these terms and conditions, you shall be obliged to purchase those products stated in your order, subject to our Confirmation Email and your right of cancellation (see below).

**3.2** When you place a firm order with us, we will send you an email acknowledging receipt of your order and confirming the details of your order (Acknowledgement Email). A contract is not formed at this stage. Your order represents an offer to us to purchase those goods detailed in your order form, which shall only be accepted by us when we send a further email to you confirming that the products are available and in stock, and the dates that they are due for dispatch, and delivery (Confirmation Email). At this point a contract is formed between us.

**3.3** If any of the products you have ordered are unavailable at the time of your order, we shall inform you as part of our order confirmation procedure of either (1) the date when the products you have ordered will become available, or (2) details of a substitute product of equivalent quality and price, and shall give you the option to (a) reconfirm your order on the revised basis or (b) cancel it by emailing us with the following details: (i) your order reference number, (ii) the products you ordered, and (iii) (where appropriate) the delivery date (Cancellation Notice). If you fail to inform us of your election by email to sales@Intentionaldesigns.co.uk within 7 working days from the date of our email, your order shall automatically be cancelled. Please see the section on *Cancellation* below for further details on how you will be reimbursed.

#### **4. DESCRIPTION AND PRICE**

**4.1** Photographs, measurements and other means of describing the products on the Website shall be as accurate as possible, but please note that the products may be subject to slight variation in manufacture from time to time.

**4.2** Although every effort is made to ensure that prices published on the Website are accurate, errors concerning price may occur from time to time.

**4.3** All prices quoted on the Website exclude VAT, unless otherwise stated.

**4.4** From time to time, we may make certain products available on the Website at a special discounted price. If this is the case, the price will be clearly marked as a *special offer* and the conditions specific to that offer (i.e. duration of the special offer price, etc.) will be stated directly next to the description of the products concerned.

**4.5** If after you have placed an order with us, we find an error concerning the price of any of the products you have ordered, we will notify you as part of our order confirmation procedure and shall give you the option to either (1) re-confirm your order at the revised price or (2) cancel your order by emailing us a Cancellation Notice. If you fail to inform us of your election by email to sales@Intentionaldesigns.co.uk within 7 working days from the date of our email, your order shall automatically be cancelled. Please see the section on *Cancellation* below for further details on how you will be reimbursed.

#### **5. PAYMENT**

**5.1** Payment for the products you have ordered is to be made by proceeding to the *Checkout* and payment must be made by debit or credit card. Cheques will be accepted. On clicking *Submit*, you will submit your order to us, and payment will be deducted from your debit / credit card.

**5.2** Unless agreed by Intentional Designs Limited., no products shall be dispatched for delivery until full payment in cleared funds has been received by us.

**5.3** All credit accounts are subject to status and all invoices must be paid in full within 30 days from the date of invoice. Any agreed discounts will be withdrawn for late payments.

#### **6. DELIVERY**

**6.2** Although we will inform you of the delivery date of your order, Intentional Designs Limited cannot be liable for late delivery or non-delivery by the courier.

**6.2.3** If at the time of your order, the products you ordered are unavailable, your order shall be delivered to you no later than 14 working days after we have sent the Confirmation Email.

**6.3** We usually deliver our products by courier but may (at our discretion) use Royal Mail.

**6.4** You will legally own the products you have ordered on delivery provided we have received payment.

## **7. WARRANTY**

**7.1** We warrant that the products you have ordered shall at the time of delivery comply with their description, be of satisfactory quality and free from defect.

**7.2** You must check the products for any defect or damage as soon as reasonably possible following delivery.

**7.3** If you receive faulty, damaged or incorrectly described products from us, you must email us at sales@Intentionaldesigns.co.uk within 7 days of discovery of the defect (or within 7 days of when the defect ought to have been discovered) and in any event no later than 6 months following delivery, providing us with the following information: (a) your order reference number; (b) details of the defective product(s) and description of the fault; (c) the delivery date (Returns Notice).

**7.4** Following receipt of the Returns Notice, we will arrange for the defective products to either be returned by you or be collected by us or a third party on our behalf (as we shall in our sole discretion decide) at our own cost. We will then either (a) replace the defective products within 14 working days of / by the next working day following] receipt of them by us; or (b) cancel your order and reimburse you for the price paid for the defective products. Please see the section on *Cancellation* above for further details on how you will be reimbursed.

## **8. GENERAL**

We do not exclude or limit our liability for death or personal injury caused by our negligence, or for fraudulent misrepresentation or for our breach of a statutory duty.

**8.2** All other damage or loss incurred by you as a result of your use of the Website and/or your use and/or purchase of our products shall be limited to the greater of £100 or the price paid for the defective products in question.

**8.3** We will not be liable for any damage or loss (including fair wear and tear) caused by you or any third parties, other than our courier.

**8.4** We will not be held responsible for events beyond our reasonable control.

**8.5** All content, text, photos, images published on the Website are owned by us and cannot be reproduced without our prior written consent.

**8.6** These terms and conditions form the entire agreement between us.

**8.7** A person who is not a party to these terms and conditions has no right to enforce any term of them under the Contracts (Rights of Third Parties) Act 1999.

**8.8** These terms and conditions are governed by English law and, in the event of a dispute arising between us, shall be subject to the exclusive jurisdiction of the English courts.