
STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods by Art Projects For Schools Limited, a Limited Company, registered in England and Wales under number 03578098, whose registered address is Unit 3 Joseph Wilson Industrial Estate, Whitstable, Kent CT5 3PS.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Commercial Unit”	means a delivery of Goods, the character and/or value of which would be materially impaired if divided;
“Content Rules”	means content that infringes anyone’s copyright or other rights, for example a trade mark, or contravenes any applicable law or regulation
“Contract”	means the contract for the purchase and sale of Goods, as explained in Clause 3;
“Goods”	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
“Month”	means a calendar month;
“Price”	means the price payable for the Goods;
“Special Price”	means a special offer price payable for Goods which We may offer from time to time;
“Order”	means your order for the Goods;
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3;
“Personalised Product”	means a product that includes content selected or created by you;
“We/Us/Our”	means Art Projects For Schools Limited, a Private Limited Company, registered in England and Wales under number 03578098, whose registered address is Unit 3 Joseph Wilson Industrial Estate, Whitstable, Kent CT5 3PS.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

2. **Information About Us**

- 2.1 Art Projects For Schools is a Private Limited Company, registered in England under number 03578098, whose registered address is Unit 3 Joseph Wilson Industrial Estate, Whitstable, Kent CT5 3PS.
- 2.2 Our VAT number is 929282300.
- 2.3 We are a member of the British Printing Industry Federation.

3. **The Contract**

- 3.1 These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. your Order constitutes a contractual offer that We may, at Our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
 - 3.4.1 The main characteristics of the Goods;
 - 3.4.2 Our identity (set out above in Clause 2) and contact details (set out below in Clause 11);
 - 3.4.3 The total Price for the Goods including taxes or, if the nature of the Goods is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
 - 3.4.5 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;
 - 3.4.6 Our complaints handling policy;
 - 3.4.7 We shall ensure that you are aware of Our legal duty to supply goods that are in conformity with the Contract; and
 - 3.4.8 Where applicable, details of after-sales services and commercial guarantees.

4. **Description and Specification of Goods**

- 4.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided on our website. We cannot, however, guarantee that all descriptions, illustrations and/or

photographs will be precisely accurate due to differences in the colour reproduction of electronic displays.

- 4.2 If you receive any Goods that do not conform to the Contract, please refer to Clause 8.
- 4.3 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions on our website We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us as provided in Clause 8. If, as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.
- 4.4 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

5. **Orders**

- 5.1 All Orders for Goods made by you will be subject to these Terms and Conditions.
- 5.2 Your Order is placed once the confirmation button ("Checkout") is pressed.
- 5.3 You will receive an email confirming your Order which will include:
 - 5.3.1 Order number
 - 5.3.2 Delivery Date information
 - 5.3.3 Upload/supply of artwork information
 - 5.3.4 Products ordered
 - 5.3.5 Our contact details
- 5.4 If you place a Personalised Order, it is your responsibility to carefully check that all the details are correct including:
 - 5.4.1 Any content contributed by you is correct
 - 5.4.2 All spelling is correct
- 5.5 Once a Personalised Order is placed We are unable to change or cancel it. Please ensure that You enter names or messages correctly into Our website.
- 5.6 We may cancel your Order at any time before We despatch the Goods in the following circumstances:
 - 5.6.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued);
 - 5.6.2 The Order for a Personalised Product contravenes or appears to contravene our Content Rules;
 - 5.6.3 We have been unable to obtain authorisation for payment;
 - 5.6.4 We suspect the Order has been placed fraudulently;
 - 5.6.5 It appears that the Order mistakenly duplicates another Order; or
 - 5.6.6 An event outside of Our control continues for more than 7 days (please see Clause 10 for events outside of Our control).
- 5.7 If We cancel your Order under sub-Clause 5.6 and you have already paid for

the Goods under Clause 6, the payment will be refunded to you within 14 days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

6. Price and Payment

- 6.1 The Price of the Goods will be that shown on Our website.
- 6.2 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 6.3 In most cases, your Order Confirmation will contain all the necessary information to constitute a simplified VAT receipt in line with HMRC guidelines.
- 6.4 Our Prices exclude the cost of delivery. Delivery costs will be shown separately at the checkout stage before you place your Order. In some cases, prices shown may include postage and packaging. If this is the case this will be clearly stated.
- 6.5 All payments for Goods must be made in advance before We can despatch the Goods to you.
- 6.6 We accept either debit or credit cards as payment for your Order.

7. Delivery

- 7.1 Please note that delivery is currently only possible within the United Kingdom.
- 7.2 When We provide you with an Order Confirmation, We will provide an estimated despatch date via the school delivery address. Please note that estimated despatch dates may vary according to the availability of Goods, your location, and circumstances beyond Our control.
- 7.3 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods or, if you are collecting the Goods from Us yourself, when you have collected the Goods.

8. Faulty, Damaged or Incorrect Goods

- 8.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund or replacement.
- 8.2 Beginning on the day that you receive the Goods (and ownership of them) you have a **30 Calendar Day** right to reject the Goods and to receive a full refund if they do not conform as stated above. If you do not wish to receive a refund, you may request that the Goods are reprinted.
- 8.3 Please note that it is not Our policy to offer both a refund and a reprint.

- 8.4 Reprints and refunds will not be provided if the fault is a result of your own actions such as product misuse or if there are errors in your personalisation.
- 8.5 In order for Us to process a reprint or refund, you must email Us at info@apfs.org.uk with the following information:
 - 8.5.1 A description of why the items are faulty or damaged;
 - 8.5.2 A photo of the faulty or damaged item(s);
 - 8.5.3 If you have requested a reprint, the name and address of the new delivery address;
 - 8.5.4 The transaction number in your Order Confirmation;
 - 8.5.5 The artwork code for your child's artwork; and
 - 8.5.6 The faulty/damaged item(s) or the production code of the item(s) affected.
- 8.6 Reprinted items will be dispatched to your new delivery address within 7 days of all requested information being received.
- 8.7 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 Calendar Days of the day on which We agree that you are entitled to the refund.
- 8.8 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods were originally purchased.
- 8.9 Refunds will be made to the credit or debit card that was used to pay for your Order.
- 8.10 For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

9. **Non-Delivery of Goods and Services**

- 9.1 If We fail to deliver the Goods on the Delivery Date other than for reasons outside Our reasonable control or Our carrier's fault:
 - 9.1.1 if the Goods arrive within 7 days of the expected delivery date as notified within the Order Confirmation, We shall have no liability in respect of such late delivery; or
 - 9.1.2 if the Customer gives written notice to Us within 14 days after the expected Delivery Date that the Goods have not been delivered, We shall provide a full refund.

10. **Our Liability**

- 10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 We only supply Goods for domestic and private use. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). By making your Order, you agree that you will

not use the Goods for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

10.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

10.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

11. **Events Outside of Our Control (Force Majeure)**

11.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

11.2 If any event described under this Clause 10 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

11.2.1 We will inform you as soon as is reasonably possible;

11.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

11.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;

11.2.4 If the event outside of Our control continues for more than 30 Calendar Days. We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;

11.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 5.4 above.

12. **Communication and Contact Details**

If you wish to contact Us, you may do so by telephone at 01227 262417 or by email at info@apfs.org.uk.

13. **Complaints and Feedback**

13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

13.2 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

13.2.1 In writing, addressed to Unit 3 Joseph Wilson Industrial Estate, Whitstable, Kent CT5 3PS;

13.2.2 By email, addressed to **NAME** at info@apfs.org.uk;

13.2.3 By contacting Us by telephone on 01227 262417.

14. **How We Use Your Personal Information (Data Protection)**

We will only use your personal information as set out in Our Privacy Notice which is available from Our website.

15. **Other Important Terms**

15.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

15.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

15.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

15.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

16. **Governing Law and Jurisdiction**

16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.

16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

