



## **TERMS OF BUSINESS**

### **TERMS AND CONDITIONS OF BUSINESS**

#### **1. Layout Proofs**

Proofs of personalised stationery will be sent via email (in PDF format). It is the responsibility of the client to proofread and check that all proofs are correct.

We require written confirmation of approval of all proofs. The proof email that is sent by SC Lloyd Designs to the client must be returned indicating any changes to be made, or confirming approval of the proof(s). If changes are required, another proof will be sent showing the requested changes, and must again be returned confirming approval.

Printing will not commence until SC Lloyd Designs receives written approval of the proof(s). All email confirmations are kept on file.

Once proof(s) have been approved, SC Lloyd Designs cannot be held liable for any errors, and the client will be liable for the costs of correcting mistakes. The client will be liable for any costs incurred should a change be required after the proof(s) have been approved. Any amendments that the customer requires after printing has commenced will result in additional charges as per our current price list.

#### **2. Booking & Deposit**

To book your Wedding or Event, please contact us to check availability of your date first, then download and print the Booking Form and send it to us with your deposit. Weddings and events must be booked with us prior to ordering and a non-refundable deposit of £50.00 (corporate £100.00) is required at the time of booking. Once we have received your Booking Form and deposit, we will confirm your booking. When you are ready to place your order, please download and print the appropriate Order Forms and Detail Forms, complete all appropriate sections, and send them to us with your full payment. If you are ordering Wedding Accessories only, please contact us first to check stock availability of the item(s) you require, then download and print the Wedding & Bridal Accessories Order Form, and send it to us with your full payment.

#### **3. Order Timelines**

Wedding Invitations should be sent to your guests at least 8 to 12 weeks prior to your wedding date in order to allow them enough time to respond and plenty of time for you to plan accordingly. We ask that you book your wedding or event with us well in advance and that you place your order a minimum of 8 weeks prior to the date that you wish to receive your invitations from us. We can sometimes accommodate more urgent requests so please do not hesitate to ask.

#### **4. Prices & Order Forms**

Prices are subject to change without notice, usually only in the event that our supplier's costs have increased. Any price increase will not affect confirmed orders. Every effort is made to display the prices accurately, however, if the rare occasion of an error in pricing occurs, SC Lloyd Designs will correct the error and inform the customer so that they can decide whether to continue with the order at the correct price.

#### **5. International Orders**

We do not accept international orders at this time.

#### **6. Safety**

Some of our products may contain small parts that could become detached. Our products are not suitable for small children and SC Lloyd Designs will not be held responsible in the case of an accident or mishap with regard to such products.

#### **7. Cancellations & Returns**

As our stationery and some accessory items are personalised to clients individual requirements, SC Lloyd Designs is unable to refund, exchange, or replace delivered goods unless they have been found to be faulty. This does not affect your statutory rights.

## Cancellations:

- i. SC Lloyd Designs shall retain the non-refundable booking deposit.
- ii. If design work has commenced (bespoke), SC Lloyd Designs shall retain the bespoke design fee to cover administration costs.
- iii. If design work has commenced (not bespoke), SC Lloyd Designs shall retain £30 to cover administration costs.
- iv. If supplies for the order have been purchased but printing has not yet commenced, SC Lloyd Designs will retain 50% of the total project cost plus the bespoke design fee if applicable to cover materials and administration costs.
- v. We are unable to provide refunds for unwanted orders, and we cannot accept cancellations once an order has gone to print.

## Returns:

- i. Non-personalised wedding and bridal accessories can be returned for a full refund (less postage & packing costs) within 14 days of receipt by the client, and after 14 days all sales are final.
- ii. In the unlikely event that a fault has occurred on the part of SC Lloyd Designs, please contact us immediately, but no later than 7 days after receipt, in order that the problem can be rectified at our cost. Faulty items must be returned to us within 14 days of your receipt, after which time SC Lloyd Designs is not obligated to replace or reimburse the client and cannot be held liable. Settlements in the form of replacement items or reprinted stationery will be returned to the client at SC Lloyd Designs' cost. SC Lloyd Designs will require that the item(s) in question be returned together with written clarification of any faults or damage, or in some cases as deemed by SC Lloyd Designs, a photograph showing the fault or damage will suffice. Postage for the return of the faulty item(s) will be reimbursed to the client only when it is established that the fault lies with SC Lloyd Designs. Settlements in the form of a refund will be limited to the invoice price of the defective goods and will in no way extend to consequential loss, howsoever caused.

## **8. Bespoke Designs**

All bespoke designs are the property of SC Lloyd Designs and may only be printed through SC Lloyd Designs. All bespoke designs may be incorporated into the main range of SC Lloyd Designs at any time. The bespoke design fee of £30 (£70 corporate) includes two rounds of amendments, and subsequent amendments will be charged at £10 per amendment for minor changes, and the full design fee for a complete re-design.

## **9. Product Presentation**

All measurements quoted are approximate. Appearance of colours may vary on photos shown in our brochures and on the website due to differences in computer monitors and printers, therefore please provide samples if specific colours are required.

Because of printing methods, printed stationery that is produced in more than one batch/order may not match exactly and there may be very slight variations in colour. Seating Plans are printed on a large format printer (different to the printer used for other stationery items) and as such, this may also cause very slight colour variations from the rest of the stationery. This is not a compromise of quality and is always kept to a minimum.

All illustrations, photographs, designs, and descriptions provided in SC Lloyd Designs' website, advertising material and literature, or otherwise provided to the customer are intended for general guidance only and shall not be binding to SC Lloyd Designs. References to type, size, or colour of goods are approximate and intended only as a general representation of the goods described and the sales of such goods shall not be referenced thereto. The customer shall take the goods at his own risk as to their corresponding with such examples or as to their quality, condition or sufficiency for any purpose.

## **10. Payment**

For Wedding or Event Stationery, a non-refundable deposit of £50.00 (Corporate £100.00) is required at the time of booking, and your final payment is due at the time of ordering. Please contact us before booking your event to check that your date is available.

When ordering Wedding Accessories only, please contact us first to check stock availability of the item(s) you require, and then send us your Order Form with your payment. Once your payment is received, we will process your order.

All payments and deposits should be made either by cheque or securely online (see below). Cheques should be made payable to 'SC Lloyd'. Along with your payment, please send the appropriate Order Forms (and Detail Forms if necessary). Your personal details are strictly confidential and will never be passed on to any third parties (please refer to our Privacy Policy by clicking the link at the bottom of any page of our website).

No products are dispatched until full payment is received and payment has been cleared by the bank. All products remain the property of SC Lloyd Designs until full payment is received and cleared. Once goods have been received by the client, all risk of damage or loss lies with the client.

#### Secure Online Payments:

Simply tick 'Send me an Invoice' on the Booking Form or the Order Form that you are using. Once your Booking Form or Order Form is received by us, we will send an invoice to your email address so that you can pay securely online.

### **11. Packaging & Delivery**

Packaging and delivery costs range from £4 for a very small package to £20 for a large package.

We deliver to any mainland UK address (i.e. an address with a Royal Mail post code). A signature is required at the time of delivery to provide proof of receipt. Orders can be picked up if you live in our area.

The customer shall examine the goods upon delivery and shall promptly (and within 7 working days of delivery) notify SC Lloyd Designs in writing of any apparent defect. In default of such written notification, SC Lloyd Designs shall be deemed conclusively to have properly performed its obligations in relation to the purchase and sale of the goods.

Risk of damage to or loss of the goods shall pass to the customer at the time of delivery or, if the customer wrongfully fails to take delivery of the goods at the time when SC Lloyd Designs had tendered delivery of the goods.

All delivery dates are estimates only and SC Lloyd Designs cannot, under any circumstances, be held liable for any delay in delivery of orders or for any losses arising due to failure to meet such delivery dates, however caused. If an order has not been received by the expected delivery date, the client should notify SC Lloyd Designs immediately but no later than 7 days after the expected delivery date, after which SC Lloyd Designs is not obligated to replace or reimburse the client and cannot be held liable.

In the event of the failure to deliver an order by SC Lloyd Designs for any reasons other than any cause beyond SC Lloyd Designs' reasonable control (see Force Majeure), or the customer's fault, and SC Lloyd Designs is liable to the customer, SC Lloyd Designs' liability shall be limited to the invoice price of the goods, or if agreed by the customer and SC Lloyd Designs, replacement of the goods that were not delivered.

In the event of a claim, settlement will be limited to the invoice price of the goods not delivered and will in no way extend to consequential loss, howsoever caused.

SC Lloyd Designs shall not be held responsible for any damages incurred when invitations or other cards are posted by the client.

### **12. Force Majeure**

SC Lloyd Designs does their utmost to ensure that orders arrive in a timely and satisfactory condition. There are however some instances that are beyond our control and SC Lloyd Designs shall be under no liability or be deemed in breach of the agreement by reason of any delay in performing, or any failure to perform any of SC Lloyd Designs' obligations in relation to an order, or unable to carry out an order for any reason beyond its reasonable control including (without limiting the foregoing):

- i. Act of God, legislation, war, fire, explosion, flood, drought, tempest or accident.
- ii. War or threat of war, sabotage, insurrection, civil disturbance or requisition.
- iii. Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of governmental, parliamentary or local authority.
- iv. Import or export regulations or embargoes.
- v. Strikes, lockouts, trade disputes, or other industrial actions (whether involving employees of SC Lloyd Designs or of a third party).
- vi. Inadequacy or unsuitability of any instructions, electronic file or other data or materials supplied by the client.
- vii. Any inability to procure materials, labour, fuel, parts, or machinery required for the completion of the order.
- viii. Power failure or breakdown in machinery.

### **13. Copyright**

All stationery designs (includes the actual designs, images of the designs, and the final product), as well as all material (including content, images, and text) on the website at scilloyddesigns.co.uk are the copyright of SC Lloyd Designs and any unauthorized use or reproduction without prior consent is strictly prohibited. Legal action will be taken in the event of breach of copyright. All designs, artwork, and bespoke designs created for the client will remain the copyright of SC Lloyd Designs.

It is the client's responsibility to obtain copyright permission for hymns, poems, and readings. The fee for copyright permission must be paid to the copyright owner, and is usually between £10 to £30. Some hymns are still under copyright and do require permission for the hymn to be printed, and the copyright for some of the older hymns no longer exists. Most churches hold a Church Copyright License in which case the fees may be waived, however this should be discussed with the vicar or priest to avoid copyright infringement. In the case of a civil wedding or civil partnership, copyright for poems and readings should be discussed with the registrar. SC Lloyd Designs does not accept any responsibility for obtaining copyright permission.

### **14. Other**

Any dispute, claims or proceedings of any nature between SC Lloyd Designs and the customer in connection with or arising out of the validity, construction or performance of this Agreement shall be subject to the non-exclusive jurisdiction of The High Court of England and Wales, to which both parties irrevocably submit. These terms and conditions do not affect your statutory rights.

**SC LLOYD DESIGNS RESERVES THE RIGHT TO CHANGE THESE TERMS & CONDITIONS AT ANY TIME WITHOUT NOTICE**