Website terms and conditions for www.tempanyskeepsakes.co.uk

These terms and conditions are subject to change. Tempanys keepsakes reserve the right to modify these Terms and conditions at any time. We do so by posting and drawing attention to updated terms on the site. Your decision to continue to visit and make use of the site after such changes have been made constitutes your formal acceptance of the new terms of service. This agreement was last modified on  $28^{\rm th}$  April 2015

This agreement documents the legally binding terms and conditions attached to the use of the site at <a href="www.tempanyskeepsakes.co.uk">www.tempanyskeepsakes.co.uk</a>. By using or accessing the site in anyway, viewing or browsing the site, or adding your own content to this site, you are agreeing to be bound by these terms of service.

Tempanys keepsakes reserves the right to terminate your access to the Site, without any advance notice.

Our Site does contain a number of links to other websites and online resources that are not owned or controlled by Tempanys keepsakes

Tempanys keepsakes has no control over, and therefore cannot assume responsibility for, the content or general practices of any of these third party sites and/or services. Therefore, we strongly advise you to read the entire terms and conditions and privacy policy of any site that you visit as a result of following a link that is posted on our site.

### Comments or complaines

-if you have a comment, concern or complaint about any products you have purchased from Tempanys keepsakes, our website or any other issue please contact us via email <a href="mailto:tempanyskeepsakes@gmail.com">tempanyskeepsakes@gmail.com</a> or by post: Tempanys keepsakes, 7 Englands Lane, Dunstable, Beds, LU5 4HT

# Ready Made items:

Prices are stated on our website. All payments are due upon receipt for Ready to buy items. If payment is not received or payment method is declined the buyer forfeits the ownership of any items purchased. If payment is not received, no items will be shipped.

orders for ready made items in stock will be supplied within a maximum of 30 days from the date we accept your order. However we aim to get them out of you as quickly as possible.

Shipping will be paid for by the buyer in the amount agreed upon by seller at the time of purchase. Where there is an additional delivery cost this will be made clear on the product listing.

There are various options for postage - we do not accept any responsibility for lost items in the post is delivery is not recorded. However, if package is lost with

recorded postage or courier we will chase up and if lost will be fully refunded. If an item is damaged during shipping seller will not be held responsible.

We take any refund or return very seriously and will endeavor to resolve any issues with a Tempany product. If an item is unsatisfactory, a written explanation is needed before the item may be considered for a refund. – send an email to tempanyskeepsakes@gmail.com Buyer must take into account the description of the item before requesting a refund. Exchanges are granted on a case-by-case basis. Buyers are responsible for the payment of postage on a return.

- you have 14 days from receipt of cancellable goods to notify us if you wish to return an item
- you are responsible for returning the goods in a saleable condition & for the costs of return delivery. We recommend that you return the goods in appropriate packaging, use a 'signed for' delivery method and keep hold of proof of postage. Do not dispose or destroy of any product, even if its faulty, before arrangements have been discussed with Tempanys keepsakes
- We reserve the right to reduce the amount of money refunded for goods returned which show evidence of use beyond the handling necessary to see whether the goods are as expected.
- We will process a refund of your order payment within 14 days of receipt of your return subject to compliance with the returns policy terms and conditions.

Any complaints about items please send to tempanyskeepsakes@gmail.co.uk and we will aim to resolve the issue as quickly as possible.

## Bespoke orders

For bespoke items a price will be agreed with you as part of the ordering process. Unless otherwise stated the prices quoted exclude VAT (we are not VAT registered) and include delivery costs for delivery within mainland UK.

- Contracts are formed between Tempanys keepsakes and buyer:
  - each order you place shall be deemed to be an offer by you to purchase the goods and/or services specified within these terms and conditions and the applicable details on the product page
  - no order shall be deemed to be accepted by us until we issue and email acknowledgement of the order. The contract between you and us will

- relate to those goods and services notified in the email acknowledgement of order.
- Purchases may be paid for by cheque, paypal or bank transfer. Payment will be debited and cleared before the dispatch of goods or provision of the service to you
- Orders for bespoke items are likely to exceed 30 days to arrive to the buyer. Estimation of completion date will be understood before order is accepted and paid for. This date is an estimate and may be subject to some flexibility. The contract between Tempanys keepsakes and you will continue until the order is fulfilled. If you require an item for a specific date then this will be agreed between tempanys keepsakes and you prior to our accepting your order.
- For large bespoke orders, a 25% deposit must be made to confirm you order. A further 25% will be due before we start work on your order, with the remaining balance paid in cleared funds before dispatch of the finished product/s
- For smaller bespoke orders payment must either be made upfront or a 50% deposit must be made to confirm your order.

Bespoke goods – PLEASE NOTE the right to cancel DOES NOT APPLY to bespoke, custom made or personalized ordered goods – for example with your choice of name, fabric, message, design or other customized aspect that makes the item completely unique to your specific requirements and therefore cannot be resold. Unless the item is faulty.

- -Payment of your deposit confirms that you agree to be bound by these terms and conditions and to the agreed total price for your order
- Please make sure that all details provided to us for your custom order such as spellings of names etc are correct. We are not responsible for misspellings or other errors that result from information you have given to Tempanys keepsakes.
- After we have begun working on your order it usually cannot be cancelled and you will become liable for the remaining balance
- In unforeseen circumstances where we agree a cancellation the cost of returning any clothes for memory keepsake items will be covered by the buyer. We also may deduct reasonable costs for any work already started or unrecoverable costs due to your cancellation
- The ordered item remains our property and will not be supplied until full balance has been paid and cleared.

## For Ready made and bespoke orders

- We may refuse to process a transaction for any reason or refuse service to anyone at anytime at our sole discretion. We will not be liable to you or any third party by reason of so refusing or by reason of unwinding or suspending and transaction after processing has begun.
- Where we are prevented from or delayed in carrying out obligations under these customer terms dues to circumstances beyond our

reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, inclement weather, epidemic, lock-outs, strikes or other labour deputes (whether or not relating to our workforce), or restraints or delays affecting carriers or an inability or delay in obtaining supplies of adequate or suitable materials then the performance of our obligations shall be postponed for the period of time that the circumstance continue.

- We reserve the right by giving you notice at any time before delivery or performance of our obligations to you, to increase the price of products to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the cost of labour, materials or other costs of manufacture) In the unlinkely event of this occurring, you shall be entitled to cancel the order any time before delivery of the goods and/or we have commenced providing the services

#### **DELIVERY**

The goods will be at your risk from the time of delivery Ownership of the goods will only pass to you when we receive full payment of all the sums due in respect of them including delivery costs.

### Governing law and jurisdiction:

- the website is operated in the UK
- every item purchased will be hand make in the UK
- the terms and condition and any contract brought into being as a result of using Tempanys keepsakes website will be governed by the laws of England and Wales and you irrevocable agree to submit to the exclusive jurisdiction of the courts of England and Wales

#### PRIVACY POLICY

Tempanys keepsakes will protect any information that you provide us with when using our website or emailing us , be assured that certain information we need to identify you will only be used in accordance to this privacy policy. We are committed to ensuring that your privacy remains protected. This is effective from date written  $28^{\rm th}$  April 2015 – we may change this policy from time to time by updating this page, you should check occasionally to make sure you are happy with any changes.

We may need you name, address, email address, demographic info such as postcode, information about your orders you place or any purchases you make with Tempany's keepsakes, other information relevant to customer surveys or offers.

This will only ever be used for internal record keeping, improving our products and services. occasionally send you information regarding offers or services. We will keep all your information secure by putting in place suitable physical, electronic and managerial procedures to safeguard and secure the information we have.