

## **TERMS AND CONDITIONS OF SUPPLY**

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (“**Products**”) listed on [www.cwright.co.uk](http://www.cwright.co.uk) (the “**Site**”) to you. Please read these terms and conditions carefully before ordering any Products from the Site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

### **1. INFORMATION ABOUT US**

- 1.1 [www.cwright.co.uk](http://www.cwright.co.uk) is a site operated by Chris Wright (“**We**”). Our main trading address is 34 Salehurst Road, London, SE4 1AT. We are not VAT registered and we therefore do not charge VAT on the price of any products available on the Site.

### **2. SERVICE AVAILABILITY**

2.1 We accept orders from any country (the “**Serviced Countries**”) on the condition that it is serviced by Google Checkout and the Royal Mail’s international delivery service and that a full and valid delivery address (excluding PO Boxes) is supplied when the order is placed.

### **3. YOUR STATUS**

3.1 By placing an order through the Site, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old; and
- (c) You require delivery to one of the Serviced Countries

### **4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

- 4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the “**Dispatch Confirmation**”). The contract between us (“**Contract**”) will only be formed when we send you the Dispatch Confirmation.

4.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

**5. OUR STATUS**

5.1 Please note that in some cases, we may accept orders as agents on behalf of third party sellers. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of directly. You should carefully review their terms and conditions applying to the transaction.

5.2 We may also provide links on the Site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through the Site, or from companies to whose website we have provided a link on the Site, will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. This disclaimer does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

**6. CONSUMER RIGHTS**

6.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 10 below).

6.2 To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

6.3 You will not have any right to cancel a Contract for the supply of any of the following Products:

Original artwork created by commission

6.4 Details of this statutory right, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your statutory rights.

**7. AVAILABILITY, DISPATCH AND DELIVERY**

- 7.1 Every effort is made to ensure that all of the Products shown on the Site are readily available. Occasionally, however, a particular Product may be temporarily out of stock, in which case all in-stock Products will be shipped to you and out-of-stock Products will be kept on back-order for you, unless you inform us otherwise.
- 7.2 Orders will usually be dispatched within 3 working days, and a Dispatch Confirmation email will be sent to you
- 7.3 For Products in stock, your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

**8. RISK AND TITLE**

- 8.1 The Products will be at your risk from the time of delivery.
- 8.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

**9. PRICE AND PAYMENT**

- 9.1 The price of any Products will be as quoted on the Site from time to time, except in cases of obvious error.
- 9.2 These prices exclude delivery costs, which will be added to the total Product price due. We do not charge VAT on the price of any products available on the Site.
- 9.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.
- 9.4 The Site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on the Site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on the Site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.
- 9.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is

obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

- 9.6 Payment for all Products must be by credit or debit card. We accept payment by major credit and debit cards, including VISA, VISA Electron, MasterCard, Switch/Maestro, and Solo. We will not only charge your credit or debit card once our supplier has confirmed your order is ready for dispatch.

## **10. OUR REFUNDS POLICY**

10.1 When you return a Product to us:

- (a) because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 6.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product, excluding the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.
- (b) for any other reason (for instance, because you have notified us in accordance with paragraph 20 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

## **11. OUR LIABILITY**

11.1 We warrant to you that any Product purchased from us through the Site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

11.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased.

11.3 This does not include or limit in any way our liability:

- (a) For death or personal injury caused by our negligence;
- (b) Under section 2(3) of the Consumer Protection Act 1987;
- (c) For fraud or fraudulent misrepresentation; or

- (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:

- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits or contracts
- (d) loss of anticipated savings
- (e) loss of data
- (f) loss of data, or
- (g) waste of management or office time

however arising and whether caused by tort (including negligence), breach of contract or otherwise.

11.5 Where you buy any Product from a third party seller through the Site, the seller's individual liability will be set out in the seller's terms and conditions.

## **12. IMPORT DUTY**

12.1 If you order Products from the Site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

12.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

## **13. WRITTEN COMMUNICATIONS**

13.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using the Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to

you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### **14. NOTICES**

All notices given by you to us must be given to Chris Wright at [chris@cwright.co.uk](mailto:chris@cwright.co.uk) or 34 Salehurst Road, London, SE4 1AT. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

#### **15. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 15.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 15.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

#### **16. EVENTS OUTSIDE OUR CONTROL**

- 16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (“**Force Majeure Event**”).
- 16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
  - (a) Strikes, lock-outs or other industrial action.
  - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

**17. WAIVER**

17.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

17.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

**18. SEVERABILITY**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**19. ENTIRE AGREEMENT**

19.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

19.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from

anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

- 19.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

**20. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

- 20.1 We have the right to revise and amend these terms and conditions from time to time.
- 20.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

**21. LAW AND JURISDICTION**

Contracts for the general use of, and purchase of Products through, the Site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.