

## **Terms & Conditions – Personal Purchases of Bespoke Services**

### **1 These terms**

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products, whether these are goods or digital content, and services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products and services to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### **2 Information about us and how to contact us**

- 2.1 **Who we are.** We are New Dawn Creative Limited, a company registered in England. Our company registration number is 06007760 and our registered office is at 3 & 4 Pegasus House, Pegasus Court, Olympus Avenue, Warwick, Warwickshire CV34 6LW. Our registered VAT number is 900 1453 80.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 024 76 444 187 or by writing to us at [hello@newdawncreative.co.uk](mailto:hello@newdawncreative.co.uk) or 3 & 4 Pegasus House, Pegasus Court, Olympus Avenue, Warwick, Warwickshire CV34 6LW.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

### **3 Our contract with you**

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we tell you that we are able to provide you with the relevant products and services. We will provide to you our proposal for providing the relevant products and services. Once you have confirmed that our proposal is approved, we will confirm to you in

writing that we are able to provide you with the relevant products and services at which point a contract will come into existence between you and us.

- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the products and services. This might be because materials are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 **Your order number.** We may assign an order number to your order and, if we do, we will tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 **We only sell to the UK.** Our website email addresses and telephone numbers are solely for the promotion of our products and services in the UK. We do not, as a matter of course, accept orders from or deliver to addresses outside the UK. If you are based outside the UK, please contact us and we, at our sole discretion, may agree terms with you to enable us to accept your order.

## **4 Our products**

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 **Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website, or by contacting us.

## **5 Your rights to make changes**

- 5.1 If you wish to make a change to the product you have ordered, including where you have approved the final design of the products, please contact us. We will let you know

if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## **6 Our rights to make changes**

### **6.1 Minor changes to the products.** We may change the product:

6.1.1 to reflect changes in relevant laws and regulatory requirements This might require us to make a change to the product; and

6.1.2 to implement minor technical adjustments and improvements, for example to address a quality issue. These changes will not affect your use of the product.

6.2 **More significant changes to the products and these terms.** In addition, as we informed you in the description of the product on our website, we may make changes to the product, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

## **7 Providing the products**

7.1 **Delivery costs.** The costs of delivery will be as told to you during the order process and set out in the proposal or as otherwise confirmed by us and approved by you prior to the products being consigned to the courier.

7.2 **When we will provide the products and services.** During the order process we will let you know when we will provide the products and services to you. The services involve designing a product that is bespoke to you, so if you require the products to be delivered by a specific date, you must tell us and we will let you know if we can meet that timeframe. We will begin the services on the date agreed with you during the order process and we will agree with you the date for delivery of those products once the design has been approved by you. If the products and services are ongoing, we will agree a retainer with you and also tell you during the order process when and how you can end the contract.

- 7.3 **We are not responsible for delays outside our control.** If our supply of the products and/or services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received due to the delay and the event that caused it.
- 7.4 **Where the product is a digital image or file.** We will make the digital content available for download on the agreed date for delivery.
- 7.5 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of [HOURS] on weekdays (excluding public holidays) [and Saturdays].
- 7.6 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.7 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.
- 7.8 **If you do not allow us to provide services.** If you do not allow us to perform the services as arranged, for example, by not meeting with us at the scheduled time, not providing instructions or decisions to us, or not paying us (and you do not have a good reason for this) we may charge you additional costs and charges incurred by us as a result. This may also result in us not being able to deliver the products to you at the anticipated time. If, despite our reasonable efforts, we are unable to contact you or re-arrange the meeting(s) we may end the contract and clause 9.2 will apply.

- 7.9 **Your legal rights if we deliver late.** You have legal rights if we deliver any products later than the deadline we agree with you (if any). If we miss the agreed delivery deadline for any products, and you have completed on time all of your tasks and responsibilities (where the progress of our work depends on you, or where we have agreed deadlines for your tasks or responsibilities), then you may treat the contract as at an end straight away if any of the following apply:
- 7.9.1 we have refused to deliver the products; or
- 7.9.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances) and you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.10 **Setting a new deadline for delivery.** If your rights under clause 7.9 have arisen but you do not wish to treat the contract as at an end straight away, or if your right under clause 7.9 have not arisen but you wish to set a new deadline for delivery, you can give us a new deadline for delivery, which must be later than the deadline date that you are changing and must be reasonable, and clause 7.9 will apply to the new deadline and the previous deadline date(s) will no longer apply.
- 7.11 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.9, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this.
- 7.12 **When you become responsible for the products.** The products will be your responsibility from the time we deliver the products to the address you gave us or you or a carrier organised by you collect it from us.
- 7.13 **When you own products.** You will own the products which once we have received payment from you in full.

- 7.14 **Our intellectual property.** We will own the copyright, design rights and any other ownership rights in the design used in the products and services bought by you. We will not sell the specific design that we have created with you to another customer, but we might use it for promotional purposes on our website, as some of our designs are stylistically similar. You agree that you will not take copies of the products or allow another person to take copies of the products and you will use the products with our design for the purpose that you agreed with us in the proposal.
- 7.15 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, information such as an address, the date of an event or the details of a venue, or instructions and decisions. We will need this from you from time to time. We will usually ask for this information when we agree the proposal with you or during the provision of the services. If you do not give us this information during the services or within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.16 **Reasons we may suspend the supply of products or services to you.** We may have to suspend the supply of a product to:
- 7.16.1 resolve health and safety concerns in relation to an event;
  - 7.16.2 make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.17 **Your rights if we suspend the supply of products and services for one of the reasons in clause 7.16.** We will contact you in advance to tell you we will be suspending supply of the product or service, unless the problem is urgent or an emergency. You may contact us to end the contract for a product or service if we suspend that product or service, or tell you we are going to suspend it, in each case for a period of more than [4 weeks] and we will refund any sums you have paid in advance for the products or services in respect of the period after you end the contract.

**7.18 We may also suspend supply of the products and services if you do not pay.** If you do not pay us for the products and services when you are supposed to (see clause 11.5) and you still do not make payment within [14] days of us reminding you that payment is due, we may suspend supply of the products and services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products and services. We will not suspend the products and services where you dispute the unpaid invoice (see clause 11.7). We will not charge you for the products and services during the period for which they are suspended. As well as suspending the products and services we can also charge you interest on your overdue payments (see clause 11.6).

## **8 Your rights to end the contract**

**8.1 You can sometimes end the contract for the supply of products and services before it has been completed.** You may contact us to end your contract for products and services at any time before we have delivered it or completed supplying it and you have paid for it, but in some circumstances we may charge you for doing so, as described below. Of course, you always have rights where a product is faulty or mis-described (see clause 10, "If there is a problem with the products").

**8.2 What happens if you have a good reason for ending the contract.** If you are ending a contract for a reason set out at sub-clauses 8.2.1 to 8.2.5 (inclusive) below, the contract will end immediately and we will refund you in full for any products or services which have not been provided or have not been provided in accordance with your rights and you may also be entitled to further compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the product or service or these terms which you do not agree to (see clause 6.2);

8.2.2 subject to clause 11.3 we have told you about an error in the price, which results in it being increased, or description of the product you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the products or services may be significantly delayed because of events outside our control;

- 8.2.4 we have suspended supply of the products and services under clause 7.16, or notify you we are going to suspend them under clause 7.16, in each case for a period of more than [4 weeks]; or
- 8.2.5 you have a legal right to end the contract because of something we have done wrong (but see clause 7.9 in relation to your rights to on end the contract if we deliver late).
- 8.3 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 8.2, then the contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (and, if you have not made an advance payment, or if the amount paid by you is not sufficient, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
- 8.4 **Returning products after ending the contract.** If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the contract because of a reason set out in clause 8.2 or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

## **9 Our rights to end the contract**

- 9.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
- 9.1.1 you do not make any payment to us when it is due and you still do not make payment within [14] days of us reminding you that payment is due;
- 9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, a delivery address or information needed to be included on stationery, such as an invitation;
- 9.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;



9.1.4 you do not, within a reasonable time, meet, liaise and work with us so that we can supply the services; or

9.1.5 there is an obvious pricing error as set out in clause 11.3.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products or services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least [4 weeks] in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## 10 **If there is a problem with the product**

10.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 024 76 444 187 or write to us at [hello@newdawncreative.co.uk](mailto:hello@newdawncreative.co.uk) or 3 & 4 Pegasus House, Pegasus Court, Olympus Avenue, Warwick, Warwickshire CV34 6LW .

10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is **goods**, for example a painting, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

up to 30 days: if your goods are faulty, then you can get an immediate refund.

up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is **digital content**, for example a logo in an electronic picture format, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

if your digital content is faulty, you're entitled to a repair or a replacement.

if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back

if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

If your product is **services**, for example the time that we spend with you to design your products, the Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

**10.3 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.

**10.4 Your right to change your mind.** We, New Dawn Creative Limited of 3 & 4 Pegasus House, Pegasus Court, Olympus Avenue, Warwick CV34 6LW offer the following guarantee which is in addition to your legal rights (as described in clause 10.2) and does not affect them. If you change your mind about a product either before it is

delivered or within 2 days of receiving it, please contact us to arrange for a full refund. If you have received the unwanted product you must return it to us at your own expense. There is no obligation to return digital content or services. This guarantee is only offered to consumers resident in the UK.

- 10.5 **Transferring our guarantee.** You may transfer our guarantee at clause 10.4 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

## 11 **Price and payment**

- 11.1 **Where to find the price for the product and services.** The price of the products and services (which includes VAT) will be the price set out in the proposal unless we have agreed another price in writing, for example, if you ask us to change the products or services. We take reasonable care to ensure that the price of products and services advised to you is correct. However please see clause 11.4 for what happens if we discover an error in the price of the product or services that you order.
- 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 **We will pass on changes in the rates of our suppliers.** If the amount charged by our suppliers changes between your order date and the date we supply the product, we will pass that change on to you, unless you have already paid for the product in full before the change in the supplier's rate takes effect.
- 11.4 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced in the proposal. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated in our proposal, we will contact you for your instructions before we accept

your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

- 11.5 **When you must pay and how you must pay.** We accept payment by bank transfer, or card payment. We will ask you to pay the deposit set out in the proposal before we start to provide the services. Where we need to pay a third party supplier (for example, a printer), we will include that on the proposal and may ask you to pay that before we ask the third party supplier to carry out the work. When you must pay the rest of our fees will be set out on the proposal which we will agree with you at the outset. You must pay our invoices within 30 days of the date of the invoice.
- 11.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount].
- 11.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 12 **Our responsibility for loss or damage suffered by you**

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our

negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 10.2; and for defective products under the Consumer Protection Act 1987.

12.3 **Other than as set out in clause 12.2, It is lawful for us to set a limit of our liability in relation to services.** Where we provide services, our liability will be limited in accordance with the amount of our insurance, where available, and otherwise to the amount that you pay us to provide the services.

12.4 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. If defective digital content which we have supplied damages a device or digital content belonging to you we will either repair the damage or pay you compensation.

12.5 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### 13 **How we may use your personal information**

13.1 **How we may use your personal information.** We may use your personal information as set out in our Privacy Policy.

### 14 **Other important terms**

14.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens

14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you do not need our agreement to transfer the benefit of our guarantee in clause 10.4 (see clause 10.5).

- 14.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 14.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Centre for Dispute Resolution (CEDR) via their website at <https://www.cedr.com/>. Centre for Dispute Resolution (CEDR) will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.