

## **Terms & Conditions – Purchases of Products**

### **1 These terms**

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or digital content.
- 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 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 and Wales. 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, 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 product. This might be because the product is 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 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 **Product packaging may vary.** The packaging of the product (if any) may vary from that shown in images on our website.

#### **5 Our rights to make changes**

- 5.1 **Minor changes to the products.** We may change the product:
- 5.1.1 to reflect changes in relevant laws and regulatory requirements; and

5.1.2 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 Providing the products**

6.1 **Delivery costs.** The costs of delivery will be as displayed or confirmed to you during the order process and approved by you prior to you placing the order.

6.2 **When we will provide the products.** During the order process we will let you know when we estimate that we will provide the products to you. We may give you a range of delivery dates to choose from during the order process. If the product is a one-off purchase of digital content, we will usually make the digital content available for download by you shortly after we accept your order.

6.3 **We are not responsible for delays outside our control.** If our supply of the products 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.

6.4 **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.

6.5 **If you do not re-arrange delivery.** 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.

6.6 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or (in the case of digital content) from the time we notify you that the product is available for download.

- 6.7 **When you own goods.** You own a product which is goods once we have received payment in full.
- 6.8 **Our Intellectual Property.** We reserve all rights, including, but not limited to, design rights and copyright and its related rights, together with any rights to register rights (anywhere in the world), in our products. Those rights belong to us or our licensors. We grant you a limited licence for you to use our products for your lawful personal and domestic (not business) purposes. After you have paid for it in full you may give any product that you have bought from us to any person, and the licence we grant to you will then transfer to that person; otherwise, the licence is personal and is not transferrable. We can revoke the licence if you do not comply with it or if you infringe any of our rights (or any rights of our licensors) in any of our products.
- 6.9 **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, your address or email address. If so, we will request this information during the order process. If you do not provide to us this information, we will not be able to accept or (if we have accepted your order) fulfil your order.

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

- 7.1 **You can sometimes end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract.
- 7.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 10;
- 7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 7.2;
- 7.1.3 **If you have just changed your mind about the product**, see clause 7.3. You may be able to get a refund if you are within the cooling-off period (if

any), but this may be subject to deductions and you will have to pay the costs of return of any goods;

7.1.4 **In all other cases (if we are not at fault and there is no right to change your mind),** see clause 7.6.

7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at clause 7.2.1 to 7.2.3 (inclusive) below, the contract will end immediately and we will refund you in full for any products which have not been provided, and you may also be entitled to compensation. The reasons are:

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

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

7.2.3 you have a legal right to end the contract because of something we have done wrong.

7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in clause 7.5.

7.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

7.4.1 digital products after you have received notification from us that the products are available for download;

7.4.2 products that we have modified or prepared to your specific instruction;

7.4.3 products once you have modified them, for example, writing in a greeting card or colouring in a design; and

7.4.4 any products which become mixed inseparably with other items after their delivery.

7.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

7.5.1 **Have you bought digital products for download (for example, a downloadable colouring sheet)?** If so, you have fourteen (14) days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading. If we delivered the digital product to you or made it available for download immediately (and you agreed to this when ordering), or if we provided a modified version of our standard product to meet your specific instruction, you will not have a right to change your mind.

7.5.2 **Have you bought non-digital products (for example, a greeting card)?** If so you have fourteen (14) days after the day you (or someone you nominate) receives the goods. If we provided a modified version of our standard product to meet your specific instruction, you will not have a right to change your mind.

7.6 **Ending the contract where we are not at fault and there is no right to change your mind.** If you are not ending the contract for one of the reasons set out in 7.2, then the contract will end immediately and we will refund any sums paid by you for products not provided and for digital products not made available for download, but we may deduct from that refund (or, 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 you ending the contract.

## **8 How to end the contract with us (including if you have changed your mind)**

8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by phone or email using the contact details set out in clause 2.2 above or by writing to us at the address in clause 2.1. Please provide your name, home address, details of the order (including details of what you bought and when you ordered or received it) and, where available, your phone number and email address.

**8.2 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. You must either return the goods in person to us at the address in clause 2.1, post them back to us at the address in clause 2.1 or (if they are not suitable for posting) allow us to collect them from you. Please call customer services or email us using the contact details in clause 2.2 for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

**8.3 When we will pay the costs of return.** We will pay the costs of return:

8.3.1 if the products are faulty or misdescribed; or

8.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

**8.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

**8.5 How we will refund you.** If you have the right under these terms to end the contract in relation to those particular products, and you exercise the right, we will refund the price you paid for particular products including delivery costs. In such a case, we will refund you by the method you used for payment. However, we may make deductions from the price, as described below.

**8.6 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

8.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them. If we refund you the price paid before we are able to inspect

the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

8.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

8.7 **Other deductions** We may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the licence granted to you in clause 6.8, or infringing any of our rights (or the rights of our licensors) referred to in that clause.

8.8 **When your refund will be made.** Where a refund is due to you, we will make it as soon as possible. If you are exercising your right to change your mind then:

8.8.1 If the products are goods, your refund will be made within 14 days from the day on which we receive the products back from you. For information about how to return a product to us, see clause 8.2.

8.8.2 If the products are digital products, your refund will be made within 14 days of your telling us you have changed your mind.

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

9.1 **We may end the contract if you break it.** We may end the contract for the product(s) 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 [fourteen (14)] days of us reminding you that payment is due;

9.1.2 you do not, within a reasonable time, provide us with necessary information or enable or allow us to deliver the products to you, or you do not collect them from us;



9.1.3 you do not comply with the licence that we grant permitting you to use digital content, or if you infringe any of our rights (or of our licensors) in any of our products; or

9.1.4 there is an obvious pricing error as described 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 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.

## 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 phone our customer service team or write to us using the contact details set out in clauses 2.1 and 2.2.

10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract.

10.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, 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. Please call customer services or email us using the contact details set out in clause 2.2 for a return label or to arrange collection.

## 11 **Price and payment**

11.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated during the order process when you placed your order. We take reasonable care to ensure that the price of the product advised to you is correct. However, please see clause 11.3 for what happens if we discover an error in the price of the product 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 **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. 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 to you, 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, refund you any sums you have paid and require the return of any products provided to you.
- 11.4 **When you must pay and how you must pay.** We accept payments by the particular payment cards or electronic money or electronic payment services advertised by us as part of the ordering process when you placed your order. You must pay for the products during the order process, but we will not charge your card until we accept your order.

## 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 including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us and that we explicitly accept before we accept the order from you; and supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987.

12.3 If defective digital content which we have supplied damages a device or other digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you reasonable compensation.

12.4 **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 will use your personal information as set out in our privacy policy.

### 14 **Other important terms**

14.1 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.2 **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.

14.3 **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.

**14.4 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 Wales you can bring legal proceedings in respect of the products in either the Welsh or 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.