

Terms from August 2009

Terms & Conditions for shoppers in accordance to The Consumer Protection (Distance Selling) Regulations 2000

Acceptance of Terms

This page (together with the documents referred to on it) tells you the Terms & Conditions on which you may make use of the Made With Love website (the "Site"), and the terms applicable to the sale of goods or services through the Site.

We may update these Terms & Conditions from time to time and will notify such changes to you by uploading them on the Site. You should review the Terms & Conditions periodically for changes.

By using the Site you agree to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions then please refrain from using the Site.

1. Product description

We try to ensure that all of the items shown on the website are accurately represented however slight variations in colour, typefaces and layout may be experienced due to screen resolutions and variations in hand made materials.

2. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you breach these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

3. Description of Made With Love's service/product



Please note that when you place an order on our website that this is considered a legal contract between you (the customer) and us (Made With Love), and is subject to these Terms & Conditions. You should carefully review the terms and conditions applying to the transaction before placing an order. Check out will not be allowed without consent that you agree to these terms & conditions.

4. Prices

We reserve the right to change prices of products without prior notice.

5. Price, Tax, VAT

Prices of all greetings cards are exclusive of VAT. Please note that no VAT receipts can be issued for goods ordered from the website.

6. How contracts are formed between you and us

Each order you place will be deemed to be an offer by you to purchase the goods and/or services specified within it subject to these Terms & Conditions.

Orders shall be deemed to be accepted by us upon the issue of an email acknowledgement of order and/or receipt of invoice.

The contract will relate only to those goods and/or services notified in the email acknowledgement of order.

7. Payment methods

Purchases may be paid for by using a debit or credit card through PayPal or RBSWorldPay (from May 2010), our online payment facility. All prices are in pounds sterling (£), and are payable in pounds sterling (£), plus any applicable taxes. Your card details are processed directly by PayPal or RBSWorldPay using their state of the art secure server technology. Once we have received authorisation from PayPal or RBSWorldPay we will process your order & confirm begin work on your custom design.

8. Refusal of transaction



We may refuse to process a transaction for any reason or refuse service to anyone at any time 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 any transaction after processing has begun.

9. Delivery arrangements

Your shopping basket on the Site displays the goods you have chosen and details of post and packing. The delivery costs vary according to the delivery method you choose. Any delivery times quoted are estimates only, based on availability and normal delivery time in working days.

We aim to post all orders within the timeframe published in the [Delivery and Postage section](#) at the time of purchase.

11. Wording, Spelling & Grammar

Please make sure you check the wording which you would like printing on your personalised greetings card(s). We will not be held responsible for errors made on your part.

Wording to be printed on your card will be displayed in the shopping basket and at checkout and also in any confirmation of order email from us upon receipt of your order.

Personalised wording will be printed with the EXACT spelling as it is stated on your order. Our service is 100% personalised to your specification, we will not make corrections to any wording received (even if we know these spellings to be the incorrect English spelling). If you notice that you have provided an incorrect spelling after we have received your order, changes to the original wording may be made provided that no work has been carried out on your order already and is solely at the discretion of Made With Love. In most cases the capitalization of letters & grammar will also be taken EXACTLY as written unless the font of the design does not allow.

Exceptions to this (x2): Computers sometimes do not allow the translation of certain elements of information.

Exception 1: Any order received with a date in the format 21st / 5th / 2nd will be printed in superscript as the following 21st / 5th / 2nd etc



Exception2: The words Fiance (referring to a male) and Fiancee (referring to a female) will be printed with the accent Fiancè (referring to a male) and Fiancée (referring to a female) unless you state otherwise with the order.

12. Import regulations and duty

If you order goods from our 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.

Please also note that products offered for sale on our website are directed solely at UK residents. Made With Love make no representation that any products sold through this website are appropriate or available for use outside of the UK. 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. Returns

If you wish to discuss or organise a return, exchange or refund of any item, please contact us directly using the [contact facility on the Site](#).

We provide the following guarantee to all shoppers (Regulation 17) so that you have peace of mind when ordering any product through the Site. In relation to any goods sold through the Site, you have 28 days from receipt of goods in which you can cancel your order. Where you have placed an order for services you have seven days from the day after that on which you placed the order in which you can cancel your order (unless the service has already been provided).

Where you return goods within the period specified above (other than as a result of a defect in the goods) you will be responsible for payment of the delivery charges.

There are naturally **exceptions to the terms shown above**, where for instance products are specially made or personalised.

The following items are non-returnable and non-refundable under the Distance Selling Regulations (Regulation 13):



1. personalised items that are specially made, or ordered, with your choice of name, fabric/embellishment, message or other customized aspect;
2. perishable products, including food and favours;
3. large items including guest signing frames which are specially made and ordered; and
4. art, new baby frames and other creations that are often specially commissioned when you place an order.

Returns may occasionally be offered by management.

For further details, including practical guidance on returning goods, please see [Returns and Refunds](#).

Return of defective goods

We endeavour to despatch the goods to you in perfect condition. However occasionally goods can be damaged in transit which although is out of our control, we are keen to rectify any problem as quickly as possible.

In the event that the product(s) is defective, you may return it to us at your own expense within 7 days of receiving such product(s). Please contact us to agree a return before returning product(s) to the postal address: Made With Love Returns, C/O 30 The Spindles, Mossley, Ashton Under Lyne, OL59SA. We will offer to re-design and resend the product(s) free of charge within 2 working days (for greetings cards)

Please note that your right to return items to us in accordance with these terms and conditions is in addition to any other statutory rights you may have.

15. Entire agreement

These Terms & Conditions and any document expressly referred to in them represent the entire agreement between us and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

16. Force majeure

Where we are prevented from or delayed in the carrying on of our business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire,

explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials the date of delivery shall be postponed for the period that the circumstances continue.

17. Vouchers & Discounts

Vouchers remain the property of Made With Love Designs and are not for re-sale. Vouchers cannot be exchanged for cash and have a nominal cash value of 0.0001p.

Exclusive VIP promotional codes can be redeemed at any time from our greetings collections dependent upon the terms associated with each code.

To claim your voucher offer, please state the promotional code in the box provided & the site will calculate the discount applicable. Offers & discounts cannot be granted after we receive your order.

18. Privacy and Security Policy

We are committed to protecting your privacy. We will only use the information that we collect about you in accordance with the Data Protection Act 1998.

18.1. What we will do with your contact information

Made With Love will not sell or pass your name, address or e mail address to any third party unless legally obliged to by UK Government authorities. We will use this information to send you an e-mail newsletter every month to keep you informed of new products and seasonal offers.

18.2. Opt out

When you purchase a card from the site you will be given the opportunity to opt out of receiving any communication from us other than that required to process your order.

19. Law and jurisdiction

Contracts for the purchase of Goods through our 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.

