

MULBERRY

DESIGNS

TERMS

Supplying us with the information we need.

- **We ask that you supply us with the information we need with sufficient time to complete our work, we will advise you of our timescale on ordering.**
- **As all work is finished by hand, we schedule work in to specific times. A delay in supplying us information will cause you to miss your allocated work time, and result in your order being delayed. Mulberry Designs accepts no responsibility for the consequences of this delay.**
- **If information is supplied to us after the agreed deadline, We reserve the right to make additional charges, Should information be supplied to us less than 2 weeks before the agreed delivery date, we charge an additional 15% on those items.**
- **We reserve the right to refuse to complete work if information is not supplied to us in sufficient time.**
- We require information to be sent to us electronically, (ie via email - or saved onto disk and posted to us) If this is not possible, and hand written information is supplied, we charge an hourly rate to type up the information supplied. This service may not be possible at all times. We will forward a hard copy proof for approval, and it is the clients responsibility to check for typing errors.

Proofing

- **Invitation costs include email proof and 2 sets of amendment proofs. Further amendments will be charged for at an hourly rate. Your hard-copy proofs are final products. Should you require changes to these, further costs will be incurred.**
- Should you detect errors after you have signed and returned your proofs, we have the right to reject the changes. If the error required the items to be remade, they must be paid for in full before work will begin.
- We supply hard copy proofs for invitations only. All other print proofing is completed by email. Should you require hard copy proofs of other items, an additional charge & postal costs will be made.

Ordering

- **We strongly advise, that you order all your stationery items that you may need at the same time. Supplies do become discontinued and this will lead to disappointment should we not be able to match all your stationery at a later date.**
- **We advise you to order additional spare invitations at the time of ordering, as re-orders will be deemed as a new order and subject to minimum numbers and a new delivery date.**
- We reserve the right to use suitable substitute items at our discretion. Its suitability will be at our discretion.
- **A deposit of 50% is payable on ordering. This is non refundable.**
- 25% is due on delivery of your invitations, with the balance paid in full prior to delivery of personalized items for your wedding day. (Order of service, table plans, etc)
- For "Invitation only" orders, A deposit of 50% on ordering is required & the remainder to be paid prior to delivery.
- For cancellations of any items within 4 weeks of the wedding day/Invitation delivery date, the full balance is charged.
- Full payment is required for orders below £250 & for orders required within 4 weeks
- Should you require your order very quickly (within 2 weeks) you may use our express service at an additional charge of 15% of the cost of the items required. This service is only available by prior arrangement and if workload permits.
- **Payment by cheque will require clearance prior to dispatch of your goods. Please allow 7 days. If you wish to collect your order, cleared funds are required prior to collection.**
- Payment via credit/debit card is available by telephone or in person
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Delivery/Collection

- **Delivery dates are approximate. An allowance of 5 days either side is accepted by the customer. Should information be supplied late by the customer, the delivery date will change.**
- Wedding day items are ready the week of the wedding. Dispatched on the Monday/Tuesday before the wedding.
- Deliveries are made by courier & must be signed for on delivery. Should delivery be attempted 3 times & failed the goods are returned to us if this happens a £15 charge is made to us by the courier company, and we will pass this cost onto you. Further postal charges will then apply for re-delivery.
- **Collections of orders are made by prior arrangement only and are from Mulberry Designs premises unless by prior arrangement.**

General

- All illustrations are the copyright © Mulberry Designs 2005, 2006, 2007, 2008.
- We reserve the right to change our designs & prices without notice.
- Should supplies become unavailable we reserve the right to use substitute items.
- **The client is responsible for checking the postage costs of invitations. We advise all clients to have your invitations weighed at the post office prior to posting.**
- **Due to the nature of Handcrafted work, examples will vary from one to another.**
- **Because all orders are personalised with your individual details, refunds and exchanges will only be made if the stationery is faulty or does not meet the specifications of your order. Suitable substitute items (such as ribbon, this does not affect your statutory rights.**
- Prices are determined by reference to Mulberry Designs price list current as published on the web site at the date of acceptance of the order by Mulberry Designs.
- Any dates quoted for delivery of orders are approximate only and Mulberry Designs shall not be liable for any delay in delivery of the orders however caused. Time for delivery shall not be of the essence unless previously agreed by Mulberry Designs in writing.
- If Mulberry Designs fails to deliver the order for any reasons other than any cause beyond Mulberry Design's reasonable control or the Customer's fault and Mulberry Designs is liable to the Customer, Mulberry Design's liability shall be limited to the invoice price of the goods.
- The Customer shall upon delivery, examine the goods and shall promptly (but in any event within 7 working days of delivery) notify Mulberry Designs of any apparent damage, defect or shortage. In default of such written notification, Mulberry Designs shall be deemed conclusively to have properly performed its' obligations in relation to the purchase and sale of the goods.
- All illustrations, designs and general descriptions contained on the Mulberry Designs web site or otherwise provided to the customer are intended for general guidance only and shall not be binding on Mulberry Designs and are only approximate indications of the type, size or colour of goods and are intended to represent a general idea of the goods described therein and the sales of such goods shall not be reference thereto. The customer shall take the goods at his own risk as to their corresponding with such examples or as to their quality, condition or sufficiency for any purpose.
- In the event of a claim, settlement will be limited to the value of the goods defectively produced and will in no way extend to consequential loss, howsoever caused.
- Mulberry Designs shall not be liable to the customer or be deemed in breach of the agreement by reason of any delay in performing, or any failure to perform any of Mulberry Designs obligations in relation to the goods, if the delay or failure was due to any cause beyond Mulberry Design's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Mulberry Designs' reasonable control:
 - Act of God, explosion, flood tempest, fire or accident
 - War or threat of war, sabotage, insurrection, civil disturbance or requisition.
 - Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of governmental, parliamentary or local authority
 - Import or export regulations or embargoes
 - Strikes, lock-outs or any other industrial actions or trade disputes (whether involving employees of Mulberry Designs or of a third party)
 - Difficulties in obtaining raw materials labour, fuel, parts or machinery.
 - Power failure or breakdown in machinery.

Any dispute, claims or proceedings of whatever nature between Mulberry Designs and the Customer in connection with or arising out of the validity construction or performance of this agreement shall be subject to the non-exclusive jurisdiction of The High Court of England and Wales, to which both parties irrevocably submit. The validity, construction and performance of this agreement shall be governed by English Law.

These terms and conditions do not affect your statutory rights