

MULBERRY DESIGNS

T E R M S

WWW.MULBERRY-DESIGNS.CO.UK

TEL: 0208 325 7030

All orders placed with Mulberry Designs are subject to the following terms.

Supplying us with the information.

- ♦ **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.**
- ♦ **Although we will always try to accommodate changes in delivery schedule, If information is supplied to us after the agreed deadline, We reserve the right to make additional charges to complete the work on time. This additional charge is approximately 15% on the items required.**
- ♦ **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 of £15 per hour to type up the information supplied. This service may not be possible at all times.
- ♦ We require ALL amendments to proofs to be supplied in writing (via email is fine) This ensures we have a record of your changes for us to refer back to.
- ♦ It is your responsibility to check that your guest names are supplied correctly for printing if required. We are unable to remake invitations/place cards in this instance.

Proofing

- ♦ **Invitation costs include an email proof with 2 sets amendments. If you require further changes, these changes will be charged for at an hourly rate.**
- ♦ **A hardcopy proof is a final product. Changes to colour/design will incur charges.**
- ♦ 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 incurred, and is only available if work load and time constraints permit.

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 strongly advise you to order additional spare invitations (at least 10% extra) 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.**
- ♦ A further 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 on collection. 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.
- ♦ Changes in final numbers for place cards, order of service and favours pending receipt of reply cards is accepted at 15% of estimated numbers on ordering.
- ♦ Final Numbers should be supplied to us 4 weeks before the wedding. must be notified in writing (Via email is fine). If we do not receive notification of any changes, we will assume there are no changes to your original order.

Cancellations

- ♦ Any monies paid are non refundable.
- ♦ All cancellations are to be notified in writing.
- ♦ Cancellations within 4 weeks of delivery of Invitations, the full cost of your invitations are payable, plus 50% of your wedding day order.
- ♦ Cancellations of wedding day items once you have collected your Invitations, The full balance of your invitations plus 50% of your wedding day order.
- ♦ Cancellations within 4 weeks of the wedding, Full payment of the full order is due.

Delivery/Collection

- ♦ **Delivery dates are approximate. An allowance of 5 working days 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. Usually the Tuesday before the wedding.

Returns

We want you to be entirely happy with your order. We ask however you notify us of any damage, defect or shortage within **14 days**. In writing. 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.

General

- ♦ All designs are the copyright © Mulberry Designs 2007/8/9/10.
- ♦ We reserve the right to change our designs & prices without notice.
- ♦ **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, re-funds and exchanges will only be made if the stationery is faulty or does not meet the specifications of your order. This does not affect your statutory rights.**
- ♦ 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 (ie information supplied late) and Mulberry Designs is liable to the Customer, Mulberry Design's liability shall be limited to the invoice price of the goods only.
- ♦ 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