

Terms & Conditions

Thanks for visiting Art Projects for Schools Limited. We'll do all we can to ensure you have an enjoyable shopping experience, and that you are completely happy with your cards, tags and wrapping paper.

Now for the legal bit...

- 1) Introduction
- 2) Trading details
- 3) Ordering from us
- 4) Supply and pricing of goods
- 5) Delivery
- 6) Changing or cancelling an order
- 7) Reprints or refunds
- 8) Use of website
- 9) General

1. Introduction

These terms and conditions (the "Terms") set out your rights and obligations, and those of Art Projects for School Limited ("we" or "us"), in relation to this website,

<https://www.apfsorders.co.uk> (the "Website"), any Art Projects for Schools application that you access and any products, services and material of any kind available through the Site, or us (the "Services").

We are a company registered in England and Wales under registration number **03578098** under the name Art Projects for Schools Limited; the address of our registered office Unit 3 Joseph Wilson Industrial, Estate, Whitstable, Kent, CT5 3PS United Kingdom
Our VAT registration number is 929282300

When we refer to "Art Projects for Schools" in these Terms, we mean us, the Site, and/or the Services, according to the context.

By registering with Art Projects for Schools you accept that you are entering into a contract with us under these Terms. People who register with Art Projects for Schools establish an "Account", and become "Users". If you do not agree to these Terms, you must not use this Website.

You should be aware that these Terms may change from time to time

2. Trading details Whenever you buy a product through this Website you will be contracting with Art Projects for Schools Limited, a limited liability company incorporated in England and Wales under company number **03578098**

Registered office: Unit 3 Joseph Wilson Industrial, Estate, Whitstable, Kent, CT5 3PS United Kingdom

Email address: info@apfs.org.uk

Telephone number: 0800 027 1939

VAT registration number: 929282300

3. Ordering from us

3.1. Product description

We use our reasonable endeavours to make sure that every product on Art Projects for Schools Limited website is shown accurately and that prices are correct. However, occasionally there may be small variations in colour, typefaces and layout.

3.2. Placing your order

A contract for the purchase of a product is created as follows:

- The User places the order on the Site or by pressing an order confirmation button ("Checkout") at the end of the checkout process: if the product in question includes content selected by the User it is a "personalised product"
- By confirming your order, you are agreeing to purchase the product you have selected
- At this point, we take payment for your order by means of your nominated payment method
- We will send to you a "Thank you for your order" email detailing your order, and other information we must provide to you

From time to time, we may reject an order for the following reasons:

- a. Where we cannot obtain authorisation for your payment
- b. If there has been a relevant pricing or product description error
- c. If your order otherwise breaches any of the requirements of these Terms
- d. If a personalised product you wish to order contains anything which contravenes, or appears to contravene, our Content Rules (see section 3.4 below for our Content Rules)
- e. We suspect that the order has been placed fraudulently
- f. It appears that the order mistakenly duplicates another order

If your order is rejected, we will contact you to confirm this and reverse the payment you have made for that order.

Note that we may bar or prevent an individual Account, User, email address or other identifier from making purchases or otherwise interacting with us where we reasonably suspect an association with fraud or other infringements of the law.

3.3. Personalising products

Art Project for Schools Limited aims to provide you with a high-quality service. Please double-check your order on screen and your acknowledgement email carefully to check that all the details are correct. It is up to you to ensure that content you have contributed for inclusion in a personalised product is correct, and (for example) is correctly spelt.

3.4. Content Rules

We do not permit personalised products to include any content or material which:

- infringes anyone's copyright: in particular, you must ensure that you either own the copyright in an image or any other content that you wish to include in a personalised product or that you are fully licensed by the copyright owner to include that image or other content in the personalised product
- infringes any other rights, such as a trade mark, of any person or entity or a duty owed to any person or entity, such as a duty of confidentiality
- contravenes any applicable law (including, without limitation, any criminal law) or regulation

The above are our Content Rules.

3.5. Payment

At Art Projects for Schools you can pay for your products by credit or debit card.

4. Supply and pricing of products

4.1. Prices and VAT

All prices of products shown on the Website include Value Added Tax at the prevailing rate.

4.2. Postage and packaging charges (Late Orders Only)

For most items, prices are shown exclusive of postage and packaging charges; these will be shown separately at the checkout stage before you place your order. In some cases, prices shown may include postage and packaging. If this is the case this will be clearly stated.

4.3. VAT Receipts

In most cases your order confirmation email contains all the necessary information to constitute a simplified VAT receipt in line with the HMRC guidelines.

5. Delivery

During the order process, Art Projects for Schools Limited will generally notify you of the estimated despatch dates of your order via the School delivery address. However, Art

Projects for Schools Limited does not guarantee delivery dates or times. We will make you aware of delivery charges (if any) before you place your order.

5.1. Circumstances Beyond Our Control

Neither we, nor any delivery service that we use, shall be liable for any failure to perform Services where such failure or delay results from any circumstances outside our reasonable control; these circumstances include but are not limited to adverse weather conditions (such as snow, flood and extreme winds), fire, explosion, accident, traffic congestion, obstruction of any private or public highway, riot, terrorism, act of God, or industrial dispute or strike.

6. Changing or cancelling an order

All personalised orders are considered final at the point of order placement.

Please ensure that you take extra care when entering any names or messages into our website as we are unable to offer refunds or replacements for personalised items unless they are faulty.

7. Reprints and refunds

At Art Projects for Schools Limited we always try to send your products in perfect condition.

If any of your goods are faulty or damaged you have **30 days** of receipt of order to notify us by emailing us at info@apfs.org.uk. Within this period you can either ask for the goods to be reprinted **OR** request a refund.

Please note it is not our policy to offer both a re-print and a refund.

Re-prints/refunds will not be provided if the fault is a result of your own actions such as product misuse or if personalisation is misspelt.

In order for us to process a reprint or refund, please email info@apfs.org.uk and provide the following:

- A description of why the items are faulty or damaged.
- A photo of the faulty/damaged item(s)
- If your item(s) is(/are) being reprinted, the name and address to which to send the reprinted items.

AND either all of the following:

- The transaction number in your confirmation email.
- The artwork code for your child's artwork.
- The faulty/damaged items in question.

OR:

- The production code of the item(s) affected (found on the back of each item).

Reprinted items will be dispatched to your home address within 7 days of all necessary information being received. Please be aware that reprints requested after 20th November 2020 will still be printed, but may not arrive in time for last Christmas posting dates. The last date reprints can be requested is 10th December 2020, after which any faulty or damaged items will be refunded instead.

Refunds will take up to 14 days to appear in your account once all necessary information has been received. Refunds can only be made back to the credit or debit card that paid for the goods. The only exception is if your credit or debit card has expired or been cancelled, in which case please provide the following: account name, account number, sort-code.

8. Use of the Website

8.1. Abuse of service

You agree not to use Art Projects for Schools Limited directly or indirectly for any unlawful purpose, or to cause distress or offence to any person. You also agree not to upload, email to us or print any images or other material which might infringe our Content Rules (set out in section 3.4 above).

8.2. Intellectual Property

All text, software, photographs, graphics, page layouts, design and other material that appears on the Website is protected by Art Projects for Schools Limited or third party copyrights, Trade Marks, service marks, patents or other proprietary rights and laws. Art Projects for Schools Limited is our registered trademark, and you agree not to display or use it in any manner without our prior written consent.

You may use and access Art Projects for Schools Limited to the extent required for the use of the Services in accordance with these Terms, and for the purpose that we make them available. You are not allowed to remove any copyright, trade mark or other intellectual property notices contained in material taken from Art Projects for Schools.

No-one may copy, distribute, show in public or create any derivative work from Art Projects for Schools Limited, or any of the material which is found on Art Projects for Schools Limited unless properly licensed in writing by us to do so. You are not allowed to use Art Projects for

Schools Limited (or to copy or use any material found on Art Projects for Schools) for any commercial purpose other than to conduct the purchase of a product from Art Projects for Schools Limited.

No-one may use any robot, spider, scraper or other automated means to access Art Projects for Schools for any purpose without our prior express written permission.

8.3. Website content and service access

We will always try to ensure that Art Projects for Schools Limited website is available 24 hours a day. However, we will not be liable if for any reason the Website is unavailable at any time, or for any period.

8.4. Liability

We use reasonable care and skill to provide Art Projects for Schools Limited in accordance with our specifications for Art Projects for Schools Limited but:

- the Services are provided "as is"
- we cannot and do not guarantee that Art Projects for Schools Limited or the Services will meet your requirements

We shall have no obligation, duty or liability whatsoever in contract, tort (including negligence, breach of statutory duty and any other tort) or otherwise, save as expressly provided in these Terms.

Nothing in these Terms excludes or restricts our liability for fraudulent misrepresentation or for death or personal injury resulting from our negligence, nor our contractual obligations in respect of products we agree to supply following our acceptance of your order in accordance with section 3.2. We are under a legal duty to supply goods which conform to our contract with the User.

We, our agents, directors, officers, shareholders, employees and subcontractors will not be liable to you or anyone else, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise:

- for any loss of revenue, data, business, anticipated savings, profits, opportunity, goodwill or reputation, or for any business interruption
- any loss or corruption of data
- any loss or damage which does not directly result from (or which exceeds that which was caused as a direct result of) our breach of this Agreement, howsoever caused or arising

Except as expressly stated elsewhere in these Terms, all representations, warranties, conditions and other terms, whether express or implied (by common law, statute, collaterally or otherwise) are hereby excluded, except in the case of fraud, or where such exclusion is not permitted by law.

We will not be liable for any failure to perform our obligations under these Terms caused by matters beyond our reasonable control.

9. General

These Terms are intended to contain your entire agreement with us relating to the Services, the Website.

If any of these Terms is found to be invalid this shall not affect the validity of the remaining provisions which shall remain fully enforceable. Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to subsequent or similar breaches.

Only you and Art Projects for Schools Limited shall be entitled to enforce these Terms. No third party shall be entitled to enforce any of these Terms whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

We reserve the right to change these Terms from time to time, and post the new version on Art Projects for Schools Limited. The new version of these Terms will take effect:

- commencing 28 days after the date of posting (or such later date as we indicate in the relevant posting), if any of the changes is to an operative provision of these Terms which is capable of adversely affecting you
- immediately upon the date of posting (or such later date as we indicate in the relevant posting), if the changes are not reasonably capable of adversely affecting you - examples of which would include, without limitation, (i) changing the name of, and/or the web-address that you use to access, Art Projects for Schools Limited and (ii) the refinement of provisions that are already included or referred to in these Terms

In either case, if you do not wish to be governed by the new version of these Terms, you must cease to use the Services and Art Projects for Schools Limited. For the avoidance of doubt, we will not have any liability to you in that event.

These Terms, the Services and each order and purchase of a product shall be governed by English law.

You and we each submit to the non-exclusive jurisdiction of the English courts in relation to disputes arising in connection with these Terms, the Services and any order for or purchase of a product.

We don't separately file the Terms entered into by Users when they register for Art Projects for Schools. Please make a durable copy of these Terms by printing and/or saving a downloaded copy on your own computer. They are offered in English only.

