

## Quill Productions Terms and Conditions

### Distance Selling

These terms and conditions are designed to cover sales where the sale takes place at a distance either via our website, telephone, e-mail, post or fax.

These terms and conditions are designed to cover sales where you are buying as either a business or a consumer and different clauses shall apply where indicated.

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (**Products**) listed on our website [www.quill-productions.co.uk](http://www.quill-productions.co.uk) (**our site**), in any of our various catalogues produced (**our catalogues**), or Products otherwise available for sale to you. Please read these terms and conditions carefully before ordering any Products. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

If you are ordering via our website, please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

#### **1. INFORMATION ABOUT US**

1.1 [www.quillproductions.co.uk](http://www.quillproductions.co.uk) is a site operated by Quill Productions, a division of Crocker Enterprises Ltd (**we**). We are registered in England and Wales under company number 5697837 and with our registered office at Manor Farm, Pulham, Dorchester, Dorset, DT2 7EE. Our main trading address is Manor Farm, Pulham, Dorchester, Dorset, DT2 7EE. Our VAT number is 786 8749 45.

#### **2. YOUR STATUS**

By placing an order you warrant that:

- (a) You are legally capable of entering into binding contracts;
- (b) You are at least 18 years old;

#### **3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

3.1 Each order or acceptance of a quotation for Products by you from us shall be deemed to be an offer by you to buy the Products. All orders are subject to acceptance by us. Acceptance of your order occurs when payment is taken and the order dispatched.

3.2 Placing an order via the telephone, e-mail, post or fax:

- (a) The placing of an order does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject

to acceptance by us. Acceptance of your order occurs when payment is taken and the order dispatched.

- (b) We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products.

3.3 Placing an order via our site:

- (a) After placing an order, you will receive an e-mail from us acknowledging that we have received your order and an e-mail that your order is being processed. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the **Dispatch Confirmation**).
- (b) We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation

3.4 Once your order has been accepted either under clause 3.2 or clause 3.3, the Contract will be formed.

**4. OUR PRODUCTS – CONSUMERS**

4.1 The following clauses under clause 4 apply to consumers only and do not apply to businesses

4.2 We warrant that on delivery and for a period of 12 months from the date of delivery, the Products shall:

- (a) conform in all material respects with their description;
- (b) be of satisfactory quality;
- (c) be fit for any purpose we say the Products are fit for or for any reasonable purpose for which you use the Products;
- (d) be free from material defects in design, material and workmanship; and
- (e) comply with all applicable statutory and regulatory requirements for selling the Products in England and Wales.

4.3 This warranty is in addition to your legal rights. Advice about your legal rights is available from your local Citizens' Advice Bureau.

4.4 This warranty does not apply to any defect in the Products arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Products in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.

4.5 We will take reasonable steps to pack the Products properly and to ensure that you receive your order in good condition.

4.6 These clauses apply to any repaired or replacement Products we supply to you in the unlikely event that the original Products are faulty or do not otherwise conform with these clauses.

## **5. OUR PRODUCTS - BUSINESSES**

5.1 The following clauses under clause 5 apply to businesses only and do not apply to consumers.

5.2 We warrant that (subject to the other provisions of these clauses) on delivery, and for a period of 12 months from the date of delivery, the Products shall:

- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- (b) be reasonably fit for their purpose; and

5.3 We shall not be liable for a breach of the warranty in clause 5.2 unless:

- (a) you give written notice of the defect to us, and, if the defect is as a result of damage in transit to the carrier, within 3 working days of the date of delivery; and
- (b) we are given a reasonable opportunity after receiving the notice of examining such Products and you (if asked to do so by us) return such Products to our place of business at your cost for the examination to take place there. We shall refund the cost to you of returning the Products at our discretion if the Product is found by us or the manufacturer of the Product to be faulty.

5.4 We shall not be liable for a breach of the warranty in clause 5.2 if:

- (a) you or any third party make any further use of such Products after giving such notice; or
- (b) the defect arises from fair wear and tear, wilful damage, accident, negligence by you or any third party,
- (c) the defect arises because you or any third party failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or
- (d) if you or any third party use the Products in a way that we do not recommend
- (e) you or any third party alter or repair such Products without our written consent

5.5 Subject to condition 5.3 and condition 5.4, if any of the Products do not conform with the warranty in condition 5.2 we shall at our option repair or replace such Products

(or the defective part) or refund the price of such Products at the pro rata rate provided that, if we so request, you shall return the Products or the part of such Products which is defective to us. We shall refund the cost to you of returning the Products at our discretion if the Products are found by us or the manufacturer of the Product to be faulty.

5.6 If the Company complies with clause 5.5 it shall have no further liability for a breach of the warranty in clause 5.2 in respect of such Products.

5.7 We will take reasonable steps to pack the Products properly and to ensure that you receive your order in good condition.

5.8 These clauses apply to any repaired or replacement Products we supply to you in the unlikely event that the original Products are faulty or do not otherwise conform with these clauses.

## **6. AVAILABILITY AND DELIVERY**

6.1 If you are ordering via our site, your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

6.2 When ordering via telephone, fax, e-mail or post, we will inform you usually, but not restricted to, by telephone of an estimated delivery date. If no delivery date is specified, we will endeavour to fulfil within 30 days of your order, unless there are exceptional circumstances.

## **7. RISK AND TITLE**

7.1 The Products will be at your risk from the time of delivery.

7.2 Ownership of the Products will only pass to you once the goods have been delivered and once we receive full payment of all sums due in respect of the Products, including delivery charges and any other amounts due to us from you, including interest and costs.

7.3 Until ownership of the Products has passed to you, you shall:

- (a) hold the Products as bailee for us;
- (b) store the Products at your own cost from all other goods or products of the us or any third party in such a way that they remain readily identifiable as our property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and

- (d) maintain the Products in satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction. On request you shall produce the policy of insurance to us.
- 7.4 We shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from us.
- 7.5 We may at any time before title passes and without liability to you:
  - (a) Repossess and dismantle and use or sell all or any of the Products and by doing so terminate your right to use, sell or otherwise deal in them; and
  - (b) For that purpose (or determining what if any Products are held by you) and inspecting them enter any premises of, used or occupied by you.

## **8. PRICE AND PAYMENT**

- 8.1 The price of any Products will be as quoted on our site, our catalogues or verbally quoted from time to time, except in cases of obvious error.
- 8.2 These prices exclude VAT and exclude delivery costs. Delivery costs will be added to the total amount due as set out in our Shipping Guide or as advised by us.
- 8.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.
- 8.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.
- 8.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 8.6 Payment for all Products may be by credit or debit card. We accept MasterCard, Visa, Visa Delta, Visa Electron, Solo and Switch. We will not charge your credit or debit card until we despatch your order.
- 8.7 If you order via our site, in addition to clause 8.6, payments can also be made through PayPal. When paying via PayPal, payment will be taken when you place your order.

8.8 In some instances, payments may also be made by cheque. We will usually not dispatch your order until your cheque has cleared.

## **9. OUR REFUNDS POLICY**

9.1 We will exchange or refund any unused Products if you return them to us within 10 days of delivery. The following conditions apply:

- a) Please return the Products back to us in an un-used, un-soiled and re-sellable condition, in their original packaging with any labels attached, together with a covering letter explaining your requirements.
- b) The cost incurred by you in returning the item to us will not be refunded.
- c) If we receive the returned Product from you after 10 days of delivery, we shall offer a refund in the form of store credit or we shall exchange the item at our discretion.
- d) We shall process the refund due to you as soon as possible, usually using the same method originally used by you to pay for your purchase.

9.2 When you return a Product to us because the Product is faulty or defective, we shall contact the manufacturer for the item to be repaired, replaced or refunded. You are not entitled to a refund, replacement or repair of the Product where the Product is damaged through ordinary wear and tear, neglect or misuse. If a refund is due to you, we will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. The cost of the delivery charges for sending the item to you and/or the cost incurred by you in returning the item to us may be refunded to you at our discretion. We are unable to accept any soiled goods. We recommend that you call us for advice before returning a faulty Product.

9.3 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9.4 In all circumstances whether under this clause or not, we recommend that you use a signed delivery service as proof of posting will not constitute proof of receipt by us.

## **10. NON-DELIVERY**

10.1 The quantity of any consignment of Products as recorded by us on despatch from our place of business shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.

10.2 We shall not be liable for any non-delivery of Products unless you give written notice to us of the non-delivery within 5 working days of the date when the Products would in the ordinary course of events have been received.

10.3 Any liability of us for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata rate against any invoice raised for such Products.

## **11. OUR LIABILITY - CONSUMER**

11.1 The following clauses under clause 11 apply where you have purchased as a consumer only and not where you have purchased as a business.

11.2 Where you have purchased as a consumer, our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased.

11.3 This does not include or limit in any way our liability:

- (a) For death or personal injury caused by our negligence;
- (b) Under section 2(3) of the Consumer Protection Act 1987;
- (c) For fraud or fraudulent misrepresentation; or
- (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:

- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits or contracts
- (d) loss of anticipated savings
- (e) loss of data
- (f) loss of data, or
- (g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise;

## **12. OUR LIABILITY – BUSINESSES**

12.1 The following clauses under clause 12 apply where you have purchased as a business only and not where you have purchased as a consumer.

12.2 We shall not be liable to you in respect of any loss or damage or liability whatsoever suffered or incurred by you in any circumstances howsoever caused and whether as a consequence of arising out of or caused directly or indirectly by any breach by us of this contract or any terms thereof as a consequence of or arising out of or caused by the negligence of us our servants or agents or otherwise howsoever save as to the

extent that the exclusion of liability provided for in this clause is or shall be rendered void or ineffective by any statute for the time being in force.

12.3 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:

- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits or contracts
- (d) loss of anticipated savings
- (e) loss of data
- (f) loss of data, or
- (g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise;

12.4 The above clause 12.2 does not include or limit in any way our liability:

- (a) For death or personal injury caused by our negligence;
- (b) Under section 2(3) of the Consumer Protection Act 1987;
- (c) For fraud or fraudulent misrepresentation; or
- (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

### **13. IMPORT DUTY**

13.1 If you order Products 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.

13.2 Please also note that 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.

### **14. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically

comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **15. NOTICES**

All notices given by you to us must be given to Quill Productions at Manor Farm, Pulham, Dorchester, Dorset, DT2 7EE **OR** sales@quillprod.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 14 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **16. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 16.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 16.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 16.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **17. CONSUMER RIGHTS**

- 17.1 The following clauses under clause 17 apply to consumers only.
- 17.2 If you are contracting as a consumer rather than as a business, you may cancel the Contract by informing us in writing at any time within seven working days, beginning on the day after you received the Products. We need to receive this notice within the seven working days. You will receive a full refund as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. Where only part of the order is returned, the cost of sending the item to you shall not be refunded.
- 17.3 If you cancel under clause 17.2 above, you must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

**18. EVENTS OUTSIDE OUR CONTROL**

- 18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- 18.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) Strikes, lock-outs or other industrial action.
  - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
  - (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
  - (e) Impossibility of the use of public or private telecommunications networks.
  - (f) The acts, decrees, legislation, regulations or restrictions of any government.
- 18.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

**19. WAIVER**

- 19.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 19.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 19.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14.

**20. SEVERABILITY**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining

terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **21. ENTIRE AGREEMENT**

- 21.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 21.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 21.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.
- 21.4 These conditions may not be varied except by the written agreement of a Director of Crocker Enterprises Ltd.

## **22. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

- 22.1 We have the right to revise and amend these terms and conditions from time to time.
- 22.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## **23. PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS**

We shall not in any circumstances be liable for any loss, liability or expenses suffered or incurred by you by reason of the use or resale of the Products which constitutes an alleged or actual infringement of any patent, design, copyright or trademark, foreign or domestic, vested in a third party and you will indemnify us against all damages, penalties, costs and expenses to which we may become liable as a result of anything done or omitted to be done by you which involves or gives rise to any infringement or alleged infringement of any such patents, designs, copyright or trademarks

**24. CONTRACTING AS A CONSUMER OR BUSINESS**

24.1 You are deemed to be a consumer where you are a natural person, where you are not making a contract in the course of a business and the Products being supplied of a type ordinarily supplied for private use or consumption

24.2 Where there is a dispute as to whether you have contracted as a business or consumer, various factors shall be taken into account by us in determining whether you have contracted as a business These shall include but are not limited to the purpose and use of the Products and the name under which you have purchased the product.

**25. LAW AND JURISDICTION**

Contracts for the purchase of Products through our site or any other means, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.