



GUILDED LTD – TERMS AND CONDITIONS OF BUSINESS

Summary of the key terms:-

- For terms relating to our products see *Clause 4*.
- For changes to the product see *Clause 5*.
- For delivery of the product see *Clause 6*.
- For payment of the product see *Clause 7*.
- For your rights to end the contract see *Clause 8*.
- For how to end the contract see *Clause 9*.

1. THESE TERMS

- 1.1 What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services. For ease of reference there is a summary of the key terms in the table above.
- 1.2 Why you should read them.** Please read these terms before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if you consider there is a problem and other important information. If you have a query please contact us to discuss. This document includes legal terminology. If you are uncertain as to your rights under these terms or you want any explanation about them please email us at enquiries@guilded.co.uk.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are.** We are GUILDED LTD a company incorporated and registered in England and Wales with company registration number 07413583. Our registered office is at 4 Cedar Park, Cobham Road Ferndown Industrial Estate, Wimborne, Dorset, BH21 7SF and our trading office is at Corner Brook, Iwerne Minster, Blandford Forum, Dorset DT11 8LN. Our registered VAT number is 131811939.
- 2.2 How to contact us.** You can contact us by telephoning on +44 (0) 1747 440 726 or +44 (0) 7799 566 266 or by writing to us at enquiries@guilded.co.uk.
- 2.3 “Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, and with respect to commissioned goods (which for the purposes of these terms shall mean bespoke goods designed and manufactured in accordance with the specification) when we are in receipt of a deposit of 50% of the price of such commissioned goods, at which point a contract will come into existence between you and us. You are responsible for ensuring that the terms of your order and any applicable specification submitted by you are complete and accurate. Any specification for the goods, including any related plans and drawings, must be agreed in writing between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because despite our commercially reasonable endeavours, we are unable to meet a delivery deadline you have specified.

4. OUR PRODUCTS AND QUALITY

4.1 Products may vary to a small degree from their pictures. The images of the products on our website and/or our printed marketing material and/or the samples provided to you are for illustrative purposes only and will not form part of the contract nor have any contractual force. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or a picture in our printed marketing material accurately reflects the colour of the products. Your product may vary to a small degree from those images. Although we have made every effort to be as accurate as possible, because our products are handmade, all colours, sizes, weights, capacities, dimensions and measurements indicated on our website or in our printed marketing material may have a minor percentage tolerance.

4.2 Making sure your specifications and measurements are accurate. If we are making the product to specifications and measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure by contacting us. We reserve the right to amend the specification if required by any applicable statutory or regulatory requirements.

4.3 Our warranties. We warrant that on delivery, the goods will conform in all material respects with the specification.

4.4 Notice period. Subject to *Clause 4.5*, if you give us notice in writing within 48 hours from the date of delivery that some or all of the goods do not comply with the warranty set out in *Clause 4.3* and (i) we are given a reasonable opportunity of examining such goods; and (ii) you (if asked by us to do so) return such goods to us at our cost, we will, at our option, repair or replace the defective goods, or refund the price of the defective goods in full.

4.5 Limitation of our liability. We will not be liable for the goods' failure to comply with the warranty set out in *Clause 4.3* in any of the following events:

- (a) You make any further use of such goods after giving notice in accordance with *Clause 4.4*;
- (b) The defect arises because you failed to follow our, or our appointed shipper's (as the case may be) oral or written instructions as to the storage, commissioning, installation, use and maintenance of the goods;
- (c) The defect arises as a result of us following any drawing, design or specification supplied by you;
- (d) You alter or repair such goods without our written consent;
- (e) The defect arises as a result of fair wear and tear, wilful damage, accidental damage, negligence, or abnormal storage or working conditions; or
- (f) The goods differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4.6 Intellectual property indemnity. To the extent that the goods are to be manufactured in accordance with a specification supplied by you, you agree to indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the specification. This *Clause 4.6* shall survive termination of the contract.

4.7 Intellectual property rights with respect to commissioned goods. We, or our independent artists (as the case may be) will own and retain all intellectual property rights (at all times throughout the world) subsisting in any and all commissioned goods. We hereby assert all moral rights arising out of Chapter IV of the Copyright, Designs and Patents Act 1988. You will be granted a non-exclusive licence over all intellectual property rights subsisting in your commissioned goods. All specifications may be used or copied by us for any other purpose including, but not limited to, advertising and marketing and you hereby grant us a non-exclusive, worldwide, royalty free perpetual licence over any specifications provided by you to us.

5. CHANGES TO THE PRODUCT

5.1 Your right to make changes. If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see *Clause 8*).

5.2 Our right to make changes. We may make changes to these terms or the product to implement minor technical adjustments and improvements. If we do so we will notify you and if you are unhappy with the changes then, subject to the further provisions of these terms, you may contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received save for any third party costs incurred with respect to commissioned goods up to the date of cancellation.

6. PROVIDING THE PRODUCTS

6.1 Delivery costs. The estimated costs of delivery will be as told to you in the course of email exchanges. As shipping/delivery cost estimates are provided by third parties, we will advise you of any extra costs accrued on delivery, and will advise you of the same for immediate settlement. You are responsible for establishing and paying any customs, import or other duties charged in respect of the sale and importation of the products into the country in which you are resident or where the products are to be delivered to.

6.2 When we will provide the products. During the enquiry and order process we will let you know when we will provide the products to you depending on your preference of the method and cost of delivery. Any dates specified for delivery or performance is an approximate only and time is not of the essence.

(a) If the products are goods we will deliver them to you as soon as reasonably possible and in any event we will contact you with an estimated delivery date.

(b) If the products are services we will begin the services on receipt of a deposit of 50% of the price of the services as agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

6.3 Where we will provide the products. The products will be delivered to the address confirmed in the course of email exchanges or such other location as may be agreed at any time after we have notified you that the products are ready. Upon receipt of the goods, you must carefully inspect the goods and immediately notify us (and in no event later than 72 hours from the date of delivery) if you notice any damage or if the goods do not conform to the specifications and provide us with documentary evidence of such damage or non-conformity, such as photographic or video material. Failure to notify us in accordance with this *Clause 6.3* will result in you deeming to accept the products “as delivered”.

6.4 Where we provide the products to an address outside the United Kingdom. Where we provide products to an address outside the United Kingdom, you will be required to complete the Power of Attorney attached to these terms to enable a customs agent to effect the import on your behalf.

6.5 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods you have paid for but not received (save for any third party costs incurred with respect to commissioned goods up to the date of cancellation).

6.6 If you are not at home when the product is delivered. If no one is available at your address to take delivery, the shipping/delivery company may leave you a note informing you of how to rearrange delivery.

6.7 If you do not re-arrange delivery. If after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for the storage costs, and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and *Clause 10.2* will apply.

6.8 If you do not allow us access to provide services. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and *Clause 10.2* will apply.

6.9 Your legal rights if we deliver goods late. You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods (other than commissioned goods) then you may treat the contract as at an end straight away if any of the following apply:

(a) we have refused to deliver the goods; or

(b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances).

6.10 When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.

6.11 When you own the goods. You own a product which is goods once we have received payment in full.

6.12 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

(a) deal with technical problems or make minor technical changes; or

(b) make changes to the product as requested by you or notified by us to you (see *Clause 5*).

- 6.13 Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 6.14 We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see *Clause 7.3*), we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice. We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see *Clause 7.5*).

7. PRICE AND PAYMENT

- 7.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price as told to you in the course of email exchanges. The price of the product is exclusive of all costs and charges of packaging insurance and transport of the goods.
- 7.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 7.3 When you must pay.** When you must pay depends on what product you are buying:
- (a) For **goods**, you must pay for the products and the shipping/delivery costs before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
 - (b) For **commissioned goods**, you must pay 50% of the price upon order as a deposit and the balance must be paid before we dispatch them. We will not charge your credit or debit card for the payment of the balance of the price until we dispatch the products to you.
 - (c) For **services**, you must pay 50% of the price of the services upon order as a deposit. We will invoice you for the balance of the price of the services, any reasonable expenses incurred in the provision of the services and any other separate charges when we have completed the services. You must pay the balance of the invoice in full on completion of the item we have provided as part of the service.
- 7.4 How you must pay.** We accept payment in full and in pounds sterling only using the following methods:
- (a) Bank Transfer using the following bank details:

UK Bank: Lloyds TSB
Account Name: Guilded Ltd
Sort Code: 30-65-21
Account Number: 26145668
Bank Address: High Street, Gillingham, SP8 4AQ
IBAN: GB64 LOYD 3065 2126 1456 68
SWIFT: LOYDGB2L
BIC: LOYDGB21677

By making payment by Bank Transfer, you agree to bear the full cost of any charges incurred by your bank in processing and sending payment to our account.

- (b) Card Payments – All cards accepted with the exception of American Express

Credit cards are accepted up to a maximum of £5,000.00 with a 6% surcharge on foreign currency payments, or a 3% surcharge on sterling payments.

- 7.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Lloyds Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see *Clause 4.8*;

- (b) If you want to end the contract because of something we have done or have told you we are going to do, see *Clause 8.2*;
 - (c) If you have just changed your mind about the product, see *Clause 8.3*. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
 - (d) In all other cases (if we are not at fault and there is no right to change your mind), see *Clause 8.6*.
- 8.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided (save for any third party costs incurred with respect to commissioned goods up to the date of cancellation) and you may also be entitled to compensation. The reasons are:
- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see *Clause 5.2*);
 - (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons; or
 - (e) you have a legal right to end the contract because of something we have done wrong.
- 8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4 When you do not have the right to change your mind.** You do not have a right to change your mind in respect of:
- (a) goods that are made to your specifications, such as commissioned goods; and
 - (b) services, once these have been completed, even if the cancellation period is still running.
- 8.5 How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.
- (a) **Services.** You have 7 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
 - (b) **Goods.** You have 7 days after the day you (or someone you nominate) receives the goods, unless:
 - (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receive the last delivery to change your mind about the goods.
 - (ii) **Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.
- 8.6 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see *Clause 8.1*), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered, and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund an administration fee of 10% of the price of the goods or services as compensation for the net costs we will incur as a result of your ending the contract and with respect to commissioned goods, we will be entitled to keep any deposit paid by you when placing an order (normally this is calculated at 50% of the price of the commissioned goods) plus any third party costs incurred up to the date of cancellation.
- 9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
- 9.1 Tell us you want to end the contract.** To end the contract with us, please contact us providing details of what you bought, when you ordered or received it and your name and address.
- 9.2 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them in the original or suitable packaging using a shipper/delivery agent that has been pre-approved by us to the address specified in our invoice. In the event that products are returned using a shipper/delivery agent that has not been approved by us, you will be liable to the full extent of any damage caused to the products in transit. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 9.3 When we will pay the costs of return.** We will pay the costs of return:
- (a) if the products are faulty or misdescribed;

- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return and the insurance of the goods until they are returned.

- 9.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
- 9.5 How we will refund you.** We will refund you the price you paid for the products, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.6 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
 - (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - (b) We may also reduce your refund of the price (excluding delivery costs) to reflect any import duty incurred by us where the necessary paperwork to return goods do not indicate that the goods are to be returned.
 - (c) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
 - (d) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 9.7 When your refund will be made.** We will make any refunds due to you in accordance with the following provisions:
 - (a) If the products are goods (other than commissioned goods), your refund will be made within 14 days from the day on which we receive the product back from you. For information about how to return a product to us, see *Clause 9.2*.
 - (b) If the products are commissioned goods and if such commissioned goods are faulty, your refund will be made within 14 days from the day on which we receive the product back from you. For the avoidance of doubt, we will not make any refunds to you for commissioned goods unless such commissioned goods are faulty.
 - (c) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

10. OUR RIGHTS TO END THE CONTRACT

- 10.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
 - (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
 - (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
 - (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
 - (d) you do not, within a reasonable time, allow us access to your premises to supply the services.
- 10.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in *Clause 10.1* we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you an administration fee of 10% of the price of the goods or services as compensation for the net costs we will incur as a result of your breaking the contract, and with respect to commissioned goods, we will be entitled to keep any deposit paid by you when placing an order (normally this is calculated at 50% of the price of the commissioned goods) plus any third party costs incurred up to the date of cancellation.
- 10.3 We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 7 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 We are responsible to you for foreseeable loss and damage caused by us.** Subject to *Clause 11.5*, if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable or for any loss or damage arising directly or indirectly from any act, omission, or arrangement of a third party. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at *Clause 4.8*.
- 11.3 When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services, or for any damage arising directly or indirectly from any act, omission, or arrangement of a third party.
- 11.4 We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or any indirect or consequential loss.
- 11.5 Limitation of our liability.** Subject to *Clause 11.2* and without prejudice to *Clause 11.4*, our total liability to you in respect of all other losses arising under or in connection with these terms and our contract with you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the goods or services provided to you.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 12.1 How we will use your personal information.** We will use the personal information you provide to us:
- (a) to supply the products to you;
 - (b) to process your payment for the products; and
 - (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 12.2 We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 12.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.** We will only give your personal information to other third parties where the law either requires or allows us to do so.

13. OTHER IMPORTANT TERMS

- 13.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 13.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 13.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 13.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 13.6 Non-solicitation.** You agree that you will not, for the term of our contract and for a period of 6 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by us at any time in relation to the provision of our goods and/or services.
- 13.7 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.
- 13.8 Intellectual Property Rights.** Your use of any third party intellectual property rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to licence such rights to you.