

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.uniformsupplies.co.uk](http://www.uniformsupplies.co.uk) (**our site**) to you. Please read these terms and conditions carefully before ordering any Products from our site. 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.

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.uniformsupplies.co.uk](http://www.uniformsupplies.co.uk) is a site operated by Needlepoint Designs (**we**). Our main trading address is Hall Street, Long Melford, Sudbury, Suffolk, CO10 9JL United Kingdom. Our VAT number is 740919622.

## 2. SERVICE AVAILABILITY

Our site is only intended for use by people resident in the United Kingdom. We do not accept orders from individuals outside the United Kingdom.

## 3. YOUR STATUS

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts;
- (b) You are at least 18 years old;
- (c) You are resident in the United Kingdom; and
- (d) You are accessing our site from the United Kingdom.

## 4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. 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 despatched (the **Despatch Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Despatch Confirmation.

4.2 The Contract will relate only to those Products which you have ordered and whose despatch we have confirmed in the Despatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the despatch of such Products has been confirmed in a separate Despatch Confirmation.

## **5. CONSUMER RIGHTS**

5.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 9 below).

5.2 To cancel a Contract, you must inform us in writing. 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.

5.3 Details of this statutory right, and an explanation of how to exercise it, are provided in the Despatch Confirmation. This provision does not affect your statutory rights.

## **6. AVAILABILITY AND DELIVERY**

6.1 Your order will be fulfilled within 14 days of the date of the Despatch Confirmation, unless there are exceptional circumstances.

6.2 Notwithstanding clause 6.1 time of delivery will not be of the essence.

6.3 The buyer will give notice of the Delivery Point at the time of placing the order, such point to be either the buyer's residential address or the address of such school as is selected by the buyer from our list of schools supplied [insert link to list of schools supplied]

## **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 when we receive full payment of all sums due in respect of the Products.

## **8. PRICE AND PAYMENT**

- 8.1 The price of any Products will be as quoted in sterling on our site from time to time, except in cases of obvious error.
- 8.2 These prices *exclude* VAT.
- 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 Despatch 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 despatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when despatching 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 despatching 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 Despatch 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 must be in sterling by credit or debit card using Barclays Merchant Services' secure EPDQ facility. This facility accepts American Express, Delta, Electron, JCB, Maestro, Mastercard, Debit Mastercard, Solo, UK Maestro and Visa. We will not charge your credit or debit card until we despatch your order.

## **9. OUR REFUNDS POLICY**

- 9.1 When you return a Product to us:
- (a) because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 5.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full. However, you will be responsible for the cost of returning the item to us.
  - (b) for any other reason (for instance, because you have notified us in accordance with paragraph 19 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. 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. Products returned by you because of a defect will be refunded in full, including the cost incurred by you in returning the item to us.

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

## **10. OUR LIABILITY**

10.1 We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

10.2 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.

10.3 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.

10.4 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, or
- (f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable;

provided that this clause 10.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 10.1 or clause 10.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 10.4.

## 11. 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.

## 12. NOTICES

All notices given by you to us must be given to Needlepoint Designs at Hall Street, Long Melford, Sudbury, Suffolk, CO10 9JL United Kingdom. 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 11. 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.

## 13. TRANSFER OF RIGHTS AND OBLIGATIONS

- 13.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 13.2 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.
- 13.3 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.

## 14. EVENTS OUTSIDE OUR CONTROL

- 14.1 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**).
- 14.2 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.

14.3 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.

## **15. WAIVER**

15.1 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.

15.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

15.3 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 12.

## **16. PRIVACY POLICY**

We are committed to protecting and respecting your privacy.

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is Needlepoint Designs of Hall Street, Long Melford, Sudbury, Suffolk, CO10 9JL, United Kingdom.

16.1 We may collect and process the following data about you:

- a) Information that you provide by filling in forms on our site. This includes information provided at the time of registering to use our site, subscribing to our

service or requesting further services. We may also ask you for information when you enter a competition or promotion sponsored by Needlepoint Designs, and when you report a problem with our site.

- b) If you contact us, we may keep a record of that correspondence.
- c) We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- d) Details of transactions you carry out through our site and of the fulfilment of your orders.
- e) Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

16.2 We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

16.3 For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. They enable us:

- a) To estimate our audience size and usage pattern.
- b) To store information about your preferences, and so allow us to customise our site according to your individual interests.
- c) To speed up your searches.
- d) To recognise you when you return to our site.

16.4 You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

16.5 The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your

personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

16.6 All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

16.7 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

16.8 We use information held about you in the following ways:

- a) To ensure that content from our site is presented in the most effective manner for you and for your computer.
- b) To provide you with information, products or services that you request from us or which we feel may interest you.
- c) To carry out our obligations arising from any contracts entered into between you and us.
- d) To notify you about changes to our service or our trading address.

16.9 If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

16.10 If you do not want us to use your data in the manner specified in 16.9, you have the right to request that we do not. You can exercise your right to prevent such use of your data at any time by writing to us at Needlepoint Designs, Hall Street, Long Melford, Sudbury, Suffolk, CO10 9JL, United Kingdom.

16.11 We may disclose your personal information to third parties:

- a) In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- b) If Needlepoint Designs or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

- c) If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply these terms and conditions of supply and other agreements; or to protect the rights, property, or safety of Needlepoint Designs, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

16.12 The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

16.13 Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

**17. 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.

**18. ENTIRE AGREEMENT**

18.1 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.

18.2 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.

18.3 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.

**19. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

19.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology,

changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

- 19.2 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 Despatch 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).

**20. LAW AND JURISDICTION**

Contracts for the purchase of Products through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.