



PAPER-CAPERS

Playful Experimentation with Paper

Terms & Conditions

1.0 DEFINITIONS

- 1.1 The Company means PAPER-CAPERS Limited.
- 1.2 The Purchaser means any person, firm, company or organization who is trading with the Company.
- 1.3 Goods means the article(s) which the Purchaser buys or agrees to buy from the Company.
- 1.4 Working day means a day which is not a Saturday, Sunday or Bank/Public holiday in England or Wales.
- 1.5 SSP means Suggested Selling Price.

2.0 ACCEPTANCE

- 2.1 All orders are accepted subject to these Terms and Conditions of Trade unless otherwise specified and agreed in writing by the Company.

- 2.2 The Company has a policy of continuous product development and therefore reserves the right to alter specifications and designs without notice.
- 2.3 All goods ordered must be in the original quantity as specified in/on the catalogue/website.
- 2.4 The Company reserves the right to cancel orders for items unavailable or sold out and refund by credit note which may be redeemed for other goods or a refund.
- 2.5 The Company reserves the right to refuse any order where the Company believes the goods are intended for, or will be resold on, a marketplace website.

3.0 PRICE

- 3.1 The price of the goods shall be the price currently being charged by the Company at the date of despatch of the goods, E. & O. E. plus delivery charges.
- 3.2 The Company reserves the right, on or at any time after the acceptance of an order, to charge the Purchaser the relevant delivery charge, or any outstanding proportion thereof, prevailing at the time of despatch of the goods, where the purchaser has not paid the relevant delivery charge for that order.
- 3.3 All prices are inclusive of VAT, at the applicable rate (except for overseas orders, details upon request). The Company reserves the right to increase prices if the standard VAT rate should increase.

4.0 TERMS OF PAYMENT

- 4.1 Payment must be made with order unless otherwise agreed in writing.
- 4.2 The Company reserves the right to refuse any order or credit account application from the Purchaser at its discretion or to request a part payment. Credit account facilities are not available to private individuals.
- 4.3 Invoice credit accounts must be paid 30 days from date of invoice or according to settlement date shown on invoice.
- 4.4 Invoice credit account orders must meet a minimum order value of £40 otherwise the Company may reject them and provide the Purchaser with the option to increase the order value or pay in advance.
- 4.5 If Proof of Delivery is required in order to process and pay an invoice, proof of delivery must be requested within 30 days of the invoice date, in order to allow the Company reasonable time to obtain this information from the delivery company or carrier.

- 4.6 If the Purchaser follows a “No PO, No Pay” policy or any similar policy, the Purchaser or any representative thereof will always comply with the Purchaser’s policy. Any failure on the part of the Purchaser to comply with their company policy will not affect the Purchaser’s liability to pay for goods supplied to the Purchaser by the Company in good faith.
- 4.7 The Company reserves the right to charge interest on overdue accounts of 2.50% above the prevailing Barclays Bank Plc lending rate per calendar month and suspend despatch of goods ordered. Any administration costs/collection charges/court costs/legal fees incurred in recovering overdue amounts will be charged to the Purchaser. Any Purchaser who makes late payment for goods supplied must accept responsibility for payment of these charges.
- 4.8 The Company reserves the right to charge an administration fee, details of which are available upon request, and which may be varied from time to time, for processing dishonoured cheque and/or credit card payments, and such fee will be charged to the Purchaser together with any collection costs/court costs/legal fees incurred in obtaining payment.

5.0 OWNERSHIP OF GOODS

- 5.1 For all deliveries to customers in the European Union, PAPER-CAPERS will deliver your package duty paid so you do not have to pay any fees to your local carrier or postal service. Your goods are being shipped from the UK.
- 5.2 Ownership and title of any goods supplied remains with the Company until such time as the Company has received payment in cleared funds from the Purchaser of all sums of money outstanding.

6.0 DELIVERY

- 6.1 All delivery times quoted are intended as a guide only. Whilst the Company will take all reasonable steps to ensure that estimated delivery times are met, the Company will not accept any liability whatsoever for delays caused by events beyond our control whether from carriers or suppliers or for any consequential loss of profit as a result.
- 6.2 Unless otherwise required, the Company may hold any order(s) where an item is out of stock until all items on that order(s) are available.
- 6.3 The Company reserves the right, where payment for goods ordered has been made by cheque, to hold any such order until the Company has received confirmation that the cheque has been cleared and the funds paid to the Company, and at its discretion despatch the order only after such confirmation, which can take up to 10 working days, has been received.

6.4 The Company reserves the right not to deliver orders if the Company believes the address is not secure e.g. to a communal postal address or P.O. Box.

7.0 SPECIFICATIONS

7.1 All possible care has been taken to ensure that every item shown in/on the Company's catalogue/website is accurately described. All sizes quoted in/on the catalogue/website are approximate.

7.2 The Company makes every effort to supply goods as illustrated, but items may be subject to deletion or substitution as and when necessary at the discretion of the Company.

7.3 The Company reserves the right to offer an alternative free gift of an equivalent value in the event that the advertised item is no longer available. Qualification for free gift is based on order value excluding delivery charges.

8.0 SUITABILITY

8.1 No liability is accepted for any loss or damage, however caused, resulting from the use of our products, whether for injury, profit or date loss. Every reasonable care is taken to ensure that products are suitable for the use intended and described accordingly.

9.0 RETURN OF GOODS/REFUNDS

9.1 Goods returned for refund or credit must be received by the Company in perfect saleable condition and in their original, undamaged packaging and in the original quantity as specified in/on the catalogue/website, within 28 days of receipt. The Company will consider the overall condition of the goods being returned when making a refund and reserves the right to withhold a percentage of the refund value of returned goods if they are not in suitable condition for resale at their original catalogue price. The Company will not be liable for any carriage or costs incurred in returning goods unless they are defective or have been sent in error.

9.2 The Company makes every effort to process refunds as quickly as possible but refunds may take up to 30 days. No liability is accepted by the Company for any cost or charges incurred by the Purchaser which may arise due to a delay in processing a refund.

9.3 The Company recommends that proof of despatch is obtained for any goods returned in case of loss in transit.

9.4 If you wish to cancel an order you can if you prefer use a copy of our **cancellation form**

10. CLAIMS 0

10. Claims for shortage(s) or damage must be made in writing or by e-mail and received by
1 the Company within 7 days of delivery of the goods. Although every effort will be made
by the Company to rectify shortage(s) or damaged goods we do not accept any
responsibility for consequential loss of profit.

10. Notwithstanding any other provision contained in these Terms and Conditions the
2 Company shall have no liability whatsoever whether in contract, tort (including
negligence) or otherwise for any incidental, special, indirect or consequential loss or
damage including but not limited to loss of income, loss of profits or loss of opportunity,
arising out of or in connection with the performance of its obligations under these Terms
and Conditions, including such damages as may be reasonably foreseeable at the date
hereof.

10. **EU Online Dispute Resolution** - PAPER-CAPERS take customer service very
3 seriously, but on the odd occasion things can go wrong. If you're not happy about
anything, please contact us first, so we can resolve your issue swiftly. In the unlikely
event we cannot resolve the issue, you can use the EU Online Dispute Resolution
- <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

11. GENERAL 0

11. Any information or data supplied in leaflets, inserts or helpful hint sheets is meant as a
1 guide only.

11. Catalogues are supplied free of charge to UK addresses only. However, for multiple
2 quantities a charge may be levied. The Company reserves the right to amend this
policy at any time.

11. If any provision of these Terms and Conditions is held by any competent authority to be
3 invalid or unenforceable in whole or in part the validity of the other provisions of these
Terms and Conditions and the remainder of the provision in question shall not be
affected.

12. GOVERNING LAW 0

12. The Governing Law is that of England and Wales.
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