

All terms and conditions relating to the supply of products from christiandesign.co.uk are covered below.
Please read all terms and conditions carefully before placing an order. By ordering any of our Products, you agree to be bound by these terms and conditions.

1. ABOUT christiandesign.co.uk

christiandesign.co.uk is a website operated by **Christian Design Services**.

Registered office details:

Christian Design Services

119 Salop Road, Oldbury, Warley, West Midlands, B68 9AE

2. SERVICE AVAILABILITY

christiandesign.co.uk is intended for use by people resident in the European Union. We do not accept orders from outside the EU.

3. YOUR STATUS

By placing an order you warrant that:

- You are legally capable of entering into binding contracts.
- You are at least 18 years old.
- You are resident in the United Kingdom

4. CUSTOMER INFORMATION

4.1 Personal data and privacy policy

The personal data (for instance name, address, payment information) you have provided us with will be used for the fulfilment and processing of the contract. Our goods are delivered by UPS. This company will be given access to your data as far as this is necessary for the delivery of the goods. If you have agreed to us doing so, we will also use your data to inform you about our latest products and other news concerning our offers. You are entitled to withdraw your agreement at any time. Additionally, you have the right to request us to change or delete your data. This process will not entail any further costs, except those charged by your provider for sending emails. If we alter or delete your personal data you have the right to be informed.

We store your personal data as well as data concerning your order for the purposes of fulfilling the Contract. You will receive all information concerning the formation and the implementation of the Contract, your order data as well as our Terms and Conditions (T&C) in an email confirming your order. You can save this email on your PC which will enable you to access these data at any time. Additionally, you can access your personal data as well as data concerning your order in the customer area of our web portal.

If you have any questions concerning data protection, please feel free to contact our customer service.

Christian Design Services

119 Salop Road, Oldbury, Warley, West Midlands, B68 9AE

Service Call 0845 050 4521

e-mail: info@christiandesign.co.uk

IP ADDRESSES AND COOKIES

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 and improve the layout of the site. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

For the same reason, like almost all e-commerce websites, 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:

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

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. Please note that our advertisers may also use cookies, over which we have no control.

6. THE CONTRACT BETWEEN US

6.1 Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us and we will confirm acceptance by sending you an email confirming your order (the Order Confirmation). A legally binding contract between us will be formed only when we send you this Order Confirmation.

6.2 However, you will not have any right to cancel a Contract for the supply of any of the Products because the cancellation rights do not apply to the sale of custom-made articles or goods made to a consumer's specification.

7. AVAILABILITY AND DELIVERY

7.1 All the specified delivery schedules will not be fixed. A fixed schedule must have been expressly designated as such and agreed by christiandesign.co.uk. As a rule, specified delivery schedules denote planned shipment times.

7.2 The delivery date is dependant upon receipt and confirmation by christiandesign.co.uk of all data, payments and email notices, before 12h00 (noon). The delivery period is specified in working days - Mondays to Fridays, excluding public holidays.

7.3 The delivery period will be regarded as having been observed if the goods have left the plant or, if they can be dispatched, have been reported as ready for shipment by the end of the delivery period. This will be subject to christiandesign.co.uk being supplied correctly and on time. Prompt and proper fulfillment by the customer of their obligations will be required so that the delivery period is observed.

7.4 If the agreed delivery schedule is not observed by christiandesign.co.uk, you will first set a reasonable period of grace in writing. You can rescind the Contract if this period of grace expires without result.

8. RISK AND TITLE

8.1 The Products will be at your risk from the time of delivery. If the goods are ready for dispatch and shipment or acceptance of them is delayed for reasons for which we are not to blame, the risk shall pass to the customer.

8.2 Ownership of the Products will pass to you only when christiandesign.co.uk receives full payment of all sums due, including delivery charges.

9. PRICE AND PAYMENT

9.1 The prices of any Products will be as quoted on christiandesign.co.uk's website or quotation document from time to time, except in cases of obvious error.

9.2 These prices include VAT and delivery costs. The costs for shipment will cover once-only dispatch to the delivery address specified by the customer.

9.3 Price changes are liable to happen at any time, but these will not affect Products for which we have already sent you an Order Confirmation.

9.4 christiandesign.co.uk is under no obligation to provide the Product to you at the incorrect (lower) price, even after it has sent you an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a 'mispricing'.

9.5 Payment for all Products must be by credit card (MasterCard and Visa), debit card (Switch, Solo, Visa, Visa Electron and Maestro), PayPal, Cheque or by payment in advance.

9.6 The stated prices apply on the condition that the order data on which the prices are based does not change after conclusion of the Contract. Costs caused by subsequent changes instigated by the customer will be charged separately.

9.7 christiandesign.co.uk will send invoices solely by email. By submitting an order the customer agrees to this form of invoicing. Payments will be due regardless of whether and when an invoice is issued.

9.8 Unless specified otherwise on the Order Confirmation, the gross total price will be due for payment immediately after conclusion of the Contract (receipt of the Order Confirmation).

10. PRINT DATA AND OBLIGATIONS TO CHECK IT

10.1 We will carry out all print orders solely on the basis of the print data sent by you. Error-free printing is not guaranteed in the case of differing data formats or other specifications.

10.2 You must carefully check the print data to determine whether it is suitable for the order before sending it to us. We will not check the print data and the customer alone will bear the risk of any errors in the printed Products owing to incorrect data supplied.

10.3 At your express request, formats other than those specified in the customer information will be processed, where technically feasible. If errors occur as a result of using these formats, responsibility will be borne by the customer and not by christiandesign.co.uk.

10.4 We can convert print data not sent in CMYK mode, but such conversion will be at the customer's risk. Conversion of RGB data or ICC colour profiles will naturally result in deviations in colour from the original and, again, liability for these deviations will lie solely with the customer.

11. COMPLAINTS

11.1 Obvious defects in delivered goods must be reported to us within 2 weeks of receipt.

11.2 Complaints made solely because you have failed to heed the information on requirements for the print data cannot be raised. This shall apply in particular to printed matter that is based on RGB colours, and in which the resolution is too low or in which fonts that are not embedded are used.

11.3 Slight deviations in colour will not be regarded as defects.

11.4 Short or excess shipments of up to 10 % of the ordered print run that are customary in the trade must be accepted by you, provided they are reasonable. The supplied quantity will be charged.

12. OUR LIABILITY

12.1 christiandesign.co.uk warrant that any Product purchased from us is of satisfactory quality.

12.2 Our liability for any Product purchased through us is strictly limited to the purchase price of that Product.

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

- For death or personal injury caused by Christian Design Service's negligence
- Under section 2 (3) of the Consumer Protection Act 1987
- For fraud or fraudulent misrepresentation
- For any matter for which it would be illegal for christiandesign.co.uk to exclude, or attempt to exclude, its liability.

12.4 If the supplied goods are defective or lack warranted qualities, christiandesign.co.uk – at its discretion – will supply a replacement or remedy the goods, to the exclusion of further warranty claims by the customer. If christiandesign.co.uk allows the period of grace set for it to elapse without supplying a replacement or rectifying the defect, or if subsequent remedy fails, you can rescind the Contract or demand appropriate reduction in the purchase price, to the exclusion of all other claims. christiandesign.co.uk will be liable for replacement deliveries and work done on subsequently remedying goods to the same extent as for the original goods.

12.5 If part of the delivery has defects, this will not authorize the customer to object to the entire goods.

12.6 In the event of rescission of the Contract, christiandesign.co.uk will refund any money received from you within a reasonable time.

13. OWNERSHIP, ARCHIVING, PROPRIETARY RIGHTS

13.1 The printing forms or carriers produced and used by christiandesign.co.uk to produce the goods will remain its property.

13.2 Digital data and other objects required for reuse, as well as semi-finished and finished Products, will not be retained by christiandesign.co.uk beyond the delivery schedule. Data used for production is not returned to the customer but deleted after shipment.

13.3 christiandesign.co.uk Products will be created solely on the basis of the customer's content-related stipulations in the print data that has been sent. christiandesign.co.uk has no influence on the contents of the printed Products. You represent that you have all rights to use, disseminate and publish the data you have sent, in particular with regard to text and photographic material. You are liable for ensuring that the data you supply does not infringe proprietary rights of third parties and that the contents of printed matter do not violate the applicable law. You will indemnify us without reservation if claims are asserted against christiandesign.co.uk due to the infringement of the rights of third parties, in particular breaches of copyright, as a result of the use of the data provided by you.

14. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications christiandesign.co.uk sends to you should be in writing. When using its website, you accept that communication with christiandesign.co.uk will be mainly electronic - we will contact you by email. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that christiandesign.co.uk provides 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 by you to christiandesign.co.uk must be given to christiandesign.co.uk Limited OR info@christiandesign.co.uk. We may give notice to you at either the email or postal address you provide when placing an order, or in any of the ways specified in Paragraph 13. Notice will be deemed received and properly served 24 hours after an email 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 it was properly addressed, stamped and placed in the post and, in the case of an email, that it was sent to the specified email address.

16. TRANSFER OF RIGHTS AND OBLIGATIONS

16.1 The Contract between you and christiandesign.co.uk is binding on both parties and on their respective successors and assignees.

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 christiandesign.co.uk may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract.

17. EVENTS OUTSIDE OUR CONTROL

17.1 christiandesign.co.uk will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under a Contract that is caused by events outside its reasonable control (Force Majeure Event).

17.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond its reasonable control and includes in particular (without limitation) the following:

- Strikes, lock-outs or other industrial action.
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), or threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- Impossibility of the use of public or private telecommunications networks.
- The acts, decrees, legislation, regulations or restrictions of any government.

17.3 christiandesign.co.uk's performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and it will have an extension of time for performance for the duration of that period. christiandesign.co.uk will use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations under the Contract may be performed despite the Force Majeure Event.

18. WAIVER

18.1 If christiandesign.co.uk fails, at any time during the term of a Contract, to insist upon strict performance of any of the customer's obligations, or any of these terms and conditions, or if it fails to exercise any of the rights or remedies to which it is entitled, this will not constitute a waiver of such rights or remedies and will not relieve the customer from compliance with such obligations.

18.2 A waiver by christiandesign.co.uk of any default will not constitute a waiver of any subsequent default.

18.3 No waiver by christiandesign.co.uk of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to the customer in writing in accordance with Paragraph 14 above.

19. 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, they 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.

20. ENTIRE AGREEMENT

20.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between christiandesign.co.uk and the customer in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between christiandesign.co.uk and the customer, whether oral or in writing.

20.2 christiandesign.co.uk and the customer both acknowledge that, in entering into a Contract, neither party has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between christiandesign.co.uk prior to such Contract except as expressly stated in these terms and conditions.

20.3 Neither of the parties will 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 will be for breach of contract as provided in these terms and conditions.

21. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

21.1 christiandesign.co.uk has the right to revise and amend these terms and conditions from time to time.

21.2 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 these policies or 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 these 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).

22. 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 will be subject to the non-exclusive jurisdiction of the English courts.