

WEBSITE TERMS AND CONDITIONS OF SALE OF PEELABLE POSTERS LIMITED

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.peelableposters.co.uk (“**our site**”) and/or supply any bespoke products which are manufactured or produced by us and tailored to your individual requirements in accordance with a specification submitted by you and/or using any images provided by you and/or uploaded to our site (“**Bespoke Products**”) on our site to you together with any associated services. Please read these terms and conditions carefully before ordering any Products and/or Bespoke Products from our site. You should understand that by ordering any of our Products and/or any Bespoke 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 and/or Bespoke Products from our site.

1. INFORMATION ABOUT US

www.peelableposters.co.uk is a site operated by Peelable Posters Limited (“**we**”, “**us**” or “**our**”). We are registered in England and Wales under company number 07198348 and with our registered office at 54 Padleys Lane, Burton Joyce, Nottingham, Nottinghamshire NG14 5BW. Our VAT number is 990 3716 01.

2. YOUR STATUS

By placing an order through our site, you warrant that you are legally capable of entering into binding contracts.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 3.1 After placing an order for a Product, 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 dispatched (the “**Dispatch Confirmation**”). The contract between us (the “**Contract**”) will only be formed when we send you the Dispatch Confirmation.
- 3.2 After placing an order for a Bespoke Product, we will, depending on the complexity of your order, either provide an estimate of the cost immediately via our site or within 48 hours by email. Our cost estimate will be guaranteed for 10 working days following receipt, after which time we reserve the right to amend this estimate. If the cost estimate is acceptable to you, we will require you to confirm this in writing. The Contract for Bespoke Products will only be formed when this written confirmation is received by us. We will confirm that a Bespoke Product has been dispatched in the Dispatch Confirmation.
- 3.3 The Contract will relate only to those Products and/or Bespoke Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products and/or Bespoke Products has been confirmed in a separate Dispatch Confirmation.
- 3.4 If you order any Bespoke Products, you shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with, or paid or agreed to be paid by us in settlement of any claim for infringement of any intellectual property rights of any other person which results from our use of your specification or images.
- 3.5 For any single orders with a value in excess of £1,500 exclusive of VAT (“**Large Orders**”) which are delivered in a sole delivery, we offer an installation service, the charge for which shall be quoted separately.

4. YOUR RIGHT TO CANCEL

4.1 If you are contracting as a consumer (being an individual purchasing the Products outside the course of your business or trade), you have a right under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) to cancel the 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 and, subject to clause 8.3 below, the cost of their delivery to you by us in accordance with our refunds policy at clause 9 below.

4.2 To cancel a Contract, you must inform us in writing - please see clause 4.3 for details of how to contact us. You must also return the Product(s) to us immediately, in the same condition in which you received them including, without limitation, not removing the backing paper from the Product, and at your own cost and risk. You must 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.

4.3 If you exercise your right of cancellation after the Products have been delivered to you, please call our office on 0115 9313973 and obtain a returns number and instructions on how to return the Products. We would then ask you to package any Products (if applicable) securely in the original packaging. Please record the returns number on a label attached to the outer packaging i.e. please do not write on or damage the box. The return address is:

Returns Team
Peelable Posters Limited
54 Padleys Lane
Burton Joyce
Nottingham
NG14 5BW

4.4 For your protection, we recommend that you use a recorded delivery service. Please note that you will be responsible for the costs of returning the Goods to us unless we delivered the items to you in error or the Goods are faulty. If you do not return the Goods as required, we may charge you a sum not exceeding the direct costs of recovering the Goods.

4.5 It is important for you to know that nothing in this clause 4 affects your rights as a consumer (as 'consumer' is defined at clause 4.1 above). As a consumer you have the benefit of certain warranties implied into the Contract. For example, the Sale of Goods Act 1979 (as amended) implies a term into the Contract that the Products must be of satisfactory quality and fit for purpose. Please see clause 9.1(b) below in relation to Products which you consider are defective.

4.6 You will not have a right to cancel a Contract under this clause 4 where the products are Bespoke Products.

5. AVAILABILITY AND DELIVERY

5.1 Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 5 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

5.2 If you provide to us any instructions relating to the delivery of your order (including, without limitation, instructions to leave the Products in a particular place, outhouse or with a neighbour), you are responsible for ensuring the accuracy of these instructions and we shall not be liable to you in relation to any loss of or damage to the Products resulting from our following of your instructions.

6. USE, RE-USE AND STORAGE

6.1 The Products, including any Bespoke Products, should only be used on smooth, dry, clean and undamaged walls and/or surfaces. Before applying the Product or Bespoke Product on a painted wall and/or surface, you must ensure that the wall and/or surface have been primed prior to painting.

- 6.2 If you apply any Product or Bespoke Product to pebbly, textured or porous surfaces (including, without limitation, brick, cement, breeze block or textured wallpaper) the results, lifespan and ability to re-use the Product or Bespoke Product will be shortened.
- 6.3 We will not accept any liability for any damage caused to any property where the Products and/or Bespoke Products are used on such walls and/or surfaces as detailed in conditions 6.1 and 6.2 above.
- 6.4 For Large Orders where you have also ordered our installation services, the walls and/or surfaces on which the Products and/or Bespoke Products are to be used should be of the type described at clause 6.1 above. If we have not previously inspected the walls and/or surfaces which the Products and/or Bespoke Products are to be used on and discover, on inspection, that the walls and/or surfaces are not appropriate and/or accessible, we reserve the right to charge you in full for the Products and/or Bespoke Products together with the installation services.
- 6.5 Unless specified in the order and confirmed by us, the Products, including any Bespoke Products, are not suitable for outdoor use.
- 6.6 Following delivery, you shall be responsible for the correct storage of the Products and/or any Bespoke Products as indicated on the order including, without limitation, using the backing paper provided to store the Products and/or the Bespoke Products and the storage of the backing paper when the Products and/or Bespoke Products are in use in a safe environment.
- 6.7 If the procedure set out at clause 6.6 above is not followed, we do not give any warranty as to the ability to re-use the Products and/or Bespoke Products.

7. RISK AND TITLE

- 7.1 The Products and/or Bespoke Products will be at your risk from the time of delivery.
- 7.2 Ownership of the Products and/or Bespoke Products will only pass to you when we receive full payment of all sums due in respect of the Products and/or Bespoke Products, including delivery charges.

8. PRICE AND PAYMENT

- 8.1 Save for any Bespoke Products where the price shall be set out in the order, the price of any Products will be as quoted on our site from time to time, except in cases of obvious error.
- 8.2 These prices include (where applicable) VAT but exclude delivery costs, which for Products will be added to the total amount due at the checkout stage of our site when exact order requirements are known. For Bespoke Products delivery costs will be calculated once your exact requirements are confirmed in accordance with clause 3.2. Depending on the complexity of the order this will either be during the order process or confirmed by email.
- 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 must be by credit or debit card. We accept payment with Visa, Mastercard, Maestro, American Express, Visa Electron, Solo and Paypal. 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 in accordance with clause 4 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, including, subject to clause 8.3, the cost of sending the item to you. 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 clause 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 which we have examined and agreed exists will be refunded in full, including a refund of the delivery charges for sending the item to you and 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 and/or Bespoke 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 We warrant that the services provided (if any) shall be performed with reasonable skill and care.

10.3 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product and/or Bespoke Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

10.4 Nothing in the Contract excludes or limits 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.

10.5 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us and, 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; or
- (e) loss of data

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 (e) inclusive of this clause 10.5.

11. IMPORT DUTY

- 11.1 If you order Products and/or Bespoke 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.
- 11.2 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.

12. 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.

13. NOTICES

All notices given by you to us must be given to Peelable Posters Limited at 54 Padleys Lane, Burton Joyce, Nottingham, Nottinghamshire NG14 5BW or by emailing info@peelableposters.co.uk. 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 12 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.

14. TRANSFER OF RIGHTS AND OBLIGATIONS

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

15. EVENTS OUTSIDE OUR CONTROL

- 15.1 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 (a "Force Majeure Event").
- 15.2 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.

15.3 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.

16. WAIVER

16.1 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.

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

16.3 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 13 above.

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 We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

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 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).

20. LAW AND JURISDICTION

Contracts for the purchase of Products and/or Bespoke Products through our site 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.