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TERMS OF BUSINESS

This page (together with the documents referred to in it) are the terms and conditions on which we supply any of the products ("Products") listed on our website www.ipw1.co.uk ("our site") to you or quoted to you in writing or verbally. Please read these terms and conditions carefully before ordering. By ordering, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

1. INFORMATION ABOUT US

IPW1 and www.ipw1.co.uk are operated by IPW1/Instant Print West One, a trading name of Dowman Ltd ("we", "us" or "our"). Dowman Ltd is registered in England and Wales under company number 2859748 and with our registered office at 112 Great Portland Street, London, W1W 6PH. Our VAT number is GB628495796.

2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US AND YOUR STATUS

- 2.1 After placing an order, you will receive an e-mail 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 (the "Contract") will only be formed when we send you the Dispatch Confirmation.
- 2.2 The Contract will relate only to those 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 other Products has been confirmed in a separate Dispatch Confirmation.
- 2.3 IPW1/Instant Print West One reserve the right to refuse to print or stamp any such personalisation as we consider to be unlawful, libellous, profane or inaccurate (in the case of misuse of titles)
- 2.4 By placing an order through our site or by email, you warrant that:
 - (a) you are legally capable of entering into binding contracts;
 - (b) you are a 'consumer' (being an individual purchasing the Products outside the course of his or her business or trade); and
 - (c) you are at least 18 years old.

3. DELIVERY

- 3.1 You can track the progress of your order at any time by accessing your "My Account" page on our website.
- 3.2 Our delivery policy provides you with all the information you require in respect of the delivery of the Products to you. Our delivery policy can be found [here](#). You should read the delivery policy

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prior to placing your order for the Products. If you have any other queries, you can contact our customer services team on:

Email: info@ipw1.co.uk

Phone: +44 (0)20 7437 3200

The team are available to assist you between 0830 and 1800 Monday to Friday.

- 3.3 We carefully select our carriers to ensure your order is with you within the timescales stated in our delivery policy. Whilst we do try to ensure our Products reach you in accordance with the timescales in our delivery policy, we cannot guarantee these timescales and will not be liable for any delay in meeting them.
- 3.4 To ensure your Product reaches you safely, we require a signature upon delivery of the Products. Please ensure that you or someone that you trust is available to sign for the Products on the date of delivery. Once you (or the person that you trust) has signed for the Products, we will no longer be liable for the delivery of the Product to you.
- 3.5 Your location may impact on the price and time of the delivery of the Products to you. To check the delivery time estimates to your location, please check our [delivery policy](#).

4. RISK AND TITLE

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

5. PRICE AND PAYMENT

- 5.1 The price of our Products will be as quoted on our site or by email quotation, and will be subject to change at our discretion with no prior notice.
- 5.2 In rare cases, the price quoted for a Product(s) displayed on our site or by email may not be correct. We will aim to rectify any such error(s) as quickly as possible and unless such error has not been identified, will notify you of the correct price before payment is made.
- 5.3 These prices are subject to VAT (where applicable) and exclude delivery costs, which will be added to the total amount due.
- 5.4 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.
- 5.5 Our site and price list 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.
- 5.6 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.
- 5.7 If we are not able to accept your order, we will, at our option either not debit your credit or debit card or refund any money paid by you in respect of that order.

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- 5.8 Payment for all Products must be by credit or debit card. We accept payment with Visa or Mastercard. We will not charge your credit or debit card until we despatch your order. Payment for personalised or bespoke products must be made prior to the commencement of personalisation or production of bespoke pieces.
- 5.9 By submitting an order to us through our website you represent and warrant that the payment details provided on your order are valid and correct and that when your order is accepted and processed by us, payment will be made in full.
- 5.10 We are not responsible for any charges or other amounts applied by your card issuer or bank as a result of our processing your credit/debit card payment in accordance with your order.
- 5.11 For card payments, all credit and debit cardholders may be subject to authorisation and authentication. If the issuer of your payment card or our service provider refuses to, or does not for any reason authorise or validate the payment, we will not be liable in these circumstances for any delay or non-delivery in respect of the Product(s) which you have ordered as a result.
- 5.12 By providing the relevant information to us, you specifically authorise us to transmit or to obtain information about you from relevant third parties from time to time, including but not limited to your name, address, telephone number, debit or credit card details or credit reports, to authenticate your identity and delivery address for the Product(s), validate your payment card and obtain authorisations for your payments for Product(s).

6. YOUR RIGHT TO CANCEL

- 6.1 If you are contracting as a consumer (as 'consumer' is defined in clause 2.3(b) above), you have a right under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) to cancel the Contract at any time within fourteen 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 (including the original initial delivery charges subject to any import duties and taxes which you have paid and which you will not receive any refund for) in accordance with our returns policy at clause 7 below.
- 6.2 If you want to exercise your right under clause 6.1 to cancel a Contract, please return the Product(s), including any documentation and the original packaging to us immediately, in the same condition in which you received them, to Glen Robins, IPW1/Instant Print West One Limited, 112 Great Portland Street, London W1W 6PH, UK. Products which are returned to us under this clause 6.2 should, for your protection, be insured and sent via a trackable courier.
- 6.3 Please note that you will be responsible for the costs of returning the Products to us (including, for the avoidance of doubt, the payment of any import duties and/or taxes) unless we delivered the items to you in error or the Products are faulty. If you do not return the Products as required, we may charge you a sum not exceeding the direct costs of recovering the Products.
- 6.4 You must take reasonable care of the Products whilst they are in your possession. If you fail to comply with this obligation, we may refuse to accept your cancellation under this clause 6 and/or have a right of action against you for compensation.
- 6.5 Please also note that you will not have the right to cancel the Contract under this clause 6 where you have asked us to personalise the Products to your order or if the Product is bespoke in any way.
- 6.6 It is important for you to know that nothing in this clause 6 affects your rights as a consumer (as 'consumer' is defined at clause 2.3(b) 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)

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implies a term into the Contract that the Products must be of satisfactory quality and fit for purpose. Please see clause 7.2(b) below in relation to Products which you consider are defective.

7. OUR RETURNS POLICY

- 7.1 For the avoidance of doubt, we only offer refunds or exchanges in the circumstances set out in and in accordance with clauses 6 and 7.2, otherwise we will not offer any refunds or exchanges. Online orders can only be returned (or exchanged) via the IPW1/Instant Print West One address (outlined at clause 6.2 above).
- 7.2 When you return a Product to us:
- (a) because you have cancelled the Contract between us in accordance with clause 6 above, we will refund the price of the Product in full (subject to clause 6.3) 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; or
 - (b) because you claim that the Product is defective, we will examine the returned Product considering, among other points, whether and to what extent (if any) the Product has been worn or used and damaged. As part of our examination, we will call you directly to discuss the Product in question and, if appropriate, discuss whether you would prefer a replacement of the Product or a refund. Subject to our agreement that a defect exists, you will be either 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), or the Product in question will be replaced. If you choose to be refunded for the Product, 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 that you were entitled to a refund for the defective Product.
 - (c) Save in exceptional circumstances, we will make refunds using the same method, and returning the price paid to the same card originally used by you to pay for your purchase. For the avoidance of doubt, gift card recipients are entitled to exchange only in respect of Products.

8. OUR LIABILITY

- 8.1 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.
- 8.2 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 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.
- 8.3 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.
- 8.4 We are not responsible for losses which happen as a side effect of the main loss or damage, including but not limited to:

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- (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) loss of data

provided that this clause 8.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 8.1 or clause 8.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 8.4.

9. IMPORT DUTY

- 9.1 If you order 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.

10. 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.

11. NOTICES

All notices given by you to us must be given to IPW1/Instant Print West One Limited, 112 Great Portland Street, London W1W 6PH, UK for the attention of Glen Robins, or by emailing at info@ipw1.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 10 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.

12. TRANSFER OF RIGHTS AND OBLIGATIONS

- 12.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 12.2 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.
- 12.3 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.

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13. EVENTS OUTSIDE OUR CONTROL

- 13.1 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").
- 13.2 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.
- 13.3 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.

14. WAIVER

- 14.1 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.
- 14.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 14.3 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 11 above.

15. 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.

16. ENTIRE AGREEMENT

- 16.1 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.
- 16.2 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

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written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

- 16.3 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.

17. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 17.1 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.
- 17.2 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).

18. LAW AND JURISDICTION

Contracts for the purchase of 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 exclusive jurisdiction of the courts of England and Wales.