

By placing an order with Inglis Embroidery you acknowledge the following Terms of Service and agree to be bound by them.

## **Pricing**

Inglis Embroidery reserves the right to change prices and to do so without notice. Prices are quoted inclusive of any options chosen. Prices charged will be those in place at time of confirmation of order. All previous deals and promotions will end upon publication on the current website. Special offers are subject to availability and may be withdrawn at any time. Inglis Embroidery is not currently VAT registered and no VAT is therefore shown in the pricing.

## **Delivery**

Corporate and special orders will be delivered using a recorded delivery service (Royal Mail or courier). Orders for goods purchased through our web shop will be delivered via Royal Mail tracked. Tracking numbers, where applicable, will be emailed to you once available to us and we request that queries regarding your actual deliver be directed at the appropriate carrier from this point as we are not in a position to track deliveries beyond the information provided via the tracking number.

You agree to pay for any costs in relation to re-delivery should you be unavailable to accept the delivery and your parcel is subsequently returned to ourselves.

Inglis Embroidery operates and delivers within the UK only.

## **Artwork**

It is your responsibility to approve the artwork before vinyl work or embroidery begins. No work will begin on your order until you have approved the artwork that we have presented to you in the form of a works approval sheet. We will not be held responsible if you do not approve your artwork and we are subsequently not able to meet your desired delivery deadline. It is your responsibility to keep checking your email and junk folder etc.

We may need to make amendments to the artwork to make it suitable for embroidery or vinyl transfer onto garments. Whilst we will make every effort to discuss major element changes to your original artwork, it is your responsibility to check the approval sheet carefully to ensure that you are happy with any amendments.

In submitting artwork for Inglis Embroidery to use, you are confirming that you have the right to use the artwork and that it does not infringe any rights of any person or entity and you indemnify Inglis Embroidery against any claim for losses (including legal fees).

If you submit clipart or similar images for us to use in part or whole for your artwork design, you must ensure that the image has been purchased by yourself with a commercial use license or be otherwise copyright-free (including for commercial use) by way of a creative commons 1.0 license.

We accept no responsibility for any accidental loss or damage to artwork supplied.

Artwork files that you upload and which we convert for printing or embroidering onto your garments are the property of Inglis Embroidery and you have no rights or interests in these files.

By submitting files to the Inglis Embroidery and making a purchase which uses this artwork, you grant us permission to display the designs on our website and social media channels for the purpose of promoting our services.

We will always endeavour to supply the closest colour match to the artwork supplied. We are however unable to guarantee an exact match due to the nature of the vinyl and embroidery processes used. **Samples can be arranged at you request and will incur a fee of £1.99 to cover material costs and 1<sup>st</sup> class postage.**

**Rejected or returned products based on mild colour variations will not be accepted.**

Designs are placed on the garment in the general area specified by you (e.g. left chest, upper back centred). Inglis Embroidery will interpret this broad placement instruction and position the design in a way we feel is most appropriate for the garment type. By placing an order, you give Inglis Embroidery authority to use our discretion in this regard and therefore returns will not be accepted if your design is placed within the general area you have specified.

### **Moral Discretion**

Inglis Embroidery does not wish to suppress artistic expression amongst our customers but reserves the right to refuse artwork and orders that would violate basic human standards and morals. These include, but are not limited to racism, homophobia, inciting acts of violence, and terrorism.

### **Payment**

Payment must be made in full (cleared funds) before production of your order can commence. In paying, you are agreeing to the details of your quotation including artwork approval, garment specification and estimated turnaround time.

## **Title**

The title of any goods purchased shall not pass to the customer until payment in full has been made to Inglis Embroidery.

## **Cancellations**

Any cancellation of an order must be confirmed in writing to us. Any artwork or set-up costs incurred prior to the notification of cancellation will be charged in full. Any garments which have already been processed with a logo will be charged in full.

## **Shortfalls / Quality Issues**

Any shortfalls or quality complaints must be notified via email ([inglisembroidery@gmail.com](mailto:inglisembroidery@gmail.com)) to Inglis Embroidery within 72 hours of delivery.

## **Washing Instructions**

Care and washing instruction labels from the manufacturer are left on all garments and should be adhered to in order to prolong the life and look of the garment. Where a manufacturer has provided separate care instructions, for example in the case of bulk supply packs, Inglis Embroidery will transfer this information onto an advice card for your reference.

## **Returns Policy**

Non-customised items may be returned for a refund of the item cost. You must inform us within 14 days of receiving the order if you wish to return a product. You must return the product within 14 days of letting us know that you would like a refund. The cost of returning the item must be borne by the customer.

Please contact us to arrange a return in good time and allow 7 working days for a credit to be applied to your account once we have received the goods.

We are unable to accept returns for items that have been customised unless we have made a mistake with the order or the items are found to be faulty. Please note that we will not accept responsibility for any errors if they were present in the approval sheet and not alerted to us by the customer prior to production.

## **Your Consumer Right Of Return & Refund**

This clause only applies if you are a consumer.

If you are a consumer, you have a legal right to cancel your order under the Consumer Protection (Distance Selling) Regulations 2000. During the relevant period if you change your mind or for any other reason you decide you do not want to keep a product, you can notify us of your decision to cancel the order and receive a refund. However, this cancellation right does not apply in the case of custom-made products, products made to your specification or clearly personalised.

Your right to cancel starts from the date we send you a dispatch notification. If the products have already been delivered to you, you have a period of 14 (fourteen) days in which you may cancel, starting from the day after the day you receive the products.

To cancel an order, please contact us via e-mail at [Inglisembroidery@gmail.com](mailto:Inglisembroidery@gmail.com)

If you have returned the products to us because they are **faulty or misdescribed**, we will refund the price of a defective product in full, any applicable delivery charges, and any reasonable postage costs you incur in returning the item to us.

Unless the products are faulty or not as described you will be responsible for the cost of returning the products to us or, if relevant, the cost of us collecting the products from you.

Some products are non-returnable due to hygiene reasons (e.g. face masks). Should you find these products to be faulty on delivery, please contact us via email to discuss your options.

## **Liability**

In any event the liability of Inglis Embroidery is restricted to the invoice price of the goods involved. E&OE where incorrect garment information or pricing is displayed.

## **Force Majeure**

Inglis Embroidery is not liable in any way for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered that is caused by any event or circumstance beyond its control.