



Wedding Marts Ltd Terms and Conditions

1. Definitions

- 1.1 The "Buyer" means the person or Company who buys or agrees to buy Goods from the Seller.
- 1.2 The "Seller" means Wedding Marts, a trading name of Wedding Marts Ltd.
- 1.3 The Seller's "Websites" mean www.weddingmarts.com. www.wedding.co.uk.
- 1.4 "Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

2. Conditions

- 2.1 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions.
- 2.2 If any amendments to this terms and conditions are required they must be confirmed in writing.
- 2.3 Placement of an order by the Buyer in any approved means of ordering from the Seller and/or acceptance of delivery of Goods shall be deemed evidence of the Buyers acceptance of these Conditions.

3. Prices & Payments

- 3.1 The Price shall be that on the Seller's current price list, which can be found on the Seller's website. This applies to all products, except where a quote has been provided via e-mail or other written communication from the Seller to the Customer.
- 3.2 All Prices are exclusive of postage which shall be paid in addition.
- 3.3 The total purchase price, including Delivery charges will be displayed in the Buyer's shopping cart prior to confirming the order, for orders placed online, or will be displayed in an e-mail for orders confirmed via e-mail.
- 3.4 All Prices are subject to change at any time. Prices are always kept up to date on the Seller's Website. It is the Buyer's responsibility to check the current price before placing an order, regardless of whether the order is being placed online or by other means. As prices are always up to date on the Seller's Website, written notice may not be provided for price changes.
- 3.5 Payment is always required in advance for all orders, unless different credit terms have been agreed in writing between the Buyer and the Seller. Payment can be made online using credit or debit card, by cheque or by bank transfer. Exceptionally, payment can also be made over the telephone by credit or debit card, but in this case an order must be placed online on the Seller's Website or otherwise agreed in writing via e-mail in advance of any telephone payments being accepted.
- 3.6 Where terms of credit have been agreed, payment is due in full on the terms of credit agreed which shall not be more than 30 days from the date of invoice (unless different terms have been agreed). Time for payment shall be of the essence and any failure to pay shall entitle the Seller at its option to treat the Contract as repudiated by the Buyer, to refuse to accept any further orders until all debts have been settled in full and to initiate legal proceedings to recover the monies owed.

3.7 If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable.

3.8 The Seller retains the right to request pre-payment at any time and for any order the Seller deems appropriate to do so, at the Seller's sole discretion.

4. Ways of placing an order

4.1 The primary method of ordering is through the internet, on the Seller's Website.

4.2 In exceptional circumstances, where access to the internet is not available, other acceptable ways of ordering are through fax or email. All orders that are not placed on the Seller's Website must be placed in writing and confirmed by the Buyer and/or an authorised person within the Buyer's company. No verbal orders will be accepted under any circumstances.

4.3 The Seller reserves the right to reject orders placed through any channel other than the Seller's Website. This decision is at the Seller's discretion.

4.4 The Seller reserves the right to reject an order and refund the full amount paid by the Buyer for reasons including, but not limited to, suspicion of fraudulent order, previous failed or problematic transactions with the Buyer and any other reason deemed sufficient at the Seller's sole discretion.

5. Warranty and Liability

5.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller.

6. Warranty and Liability specifically for Chair Covers

6.1 Upon a Buyer's order for Customized Chair Covers, the Seller will produce and send to the Buyer a Chair Cover Sample based on the Buyer's given chair dimensions and/or other information such as a photo of the chair, or based on the Buyer's chair being brought to the Seller's premises for measurement.

6.2 The Buyer must either approve or reject the Sample sent according to clause 5.1 and send back to the Seller written and signed confirmation of the approval or rejection. In case of rejection, a new Sample will be made subject to the Buyer's requested amendments, according to clause 5.1.

6.3 Once the Buyer has approved a Chair Cover Sample according to clauses 5.1 and 5.2, the Seller will proceed with production of the full quantity of Chair Covers ordered and paid for by the Buyer. The full quantity of Chair Covers will match exactly the Chair Cover Sample approved by the Buyer according to clauses 5.1 and 5.2.

6.4 Upon receiving approval of a Chair Cover Sample by the Buyer according to clause 5.2, the Seller will not consider any further communications or requests for alterations by the Buyer, unless it is agreed that a new Sample be produced according to clauses 5.1 and 5.2.

7. Delivery

7.1 Whilst every reasonable effort shall be made to keep to any indicated dispatch date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.

7.2 Delivery of the Goods shall be made to the Buyer's address as stated on placing the order

and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. It is the Buyer's sole responsibility to arrange for pick-up or re-delivery of goods in cases where the Seller's courier has been unable to deliver for any reason that is out of the control of the Seller.

8. Ownership and Risk

8.1 The risk in Goods shall pass to the Buyer upon the Goods leaving our premises or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request.

8.2 The Seller remains the owner of the Goods affected by the Contract until the Seller has been paid in full for such Goods.

8.3 The Buyer should inspect the Goods and shall notify the Seller within a reasonable time if the Goods are damaged or do not comply with those mentioned in the Buyer's order instructions.

8.4 Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer at the Buyer's risk and either

a) retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or Collect the Goods or

b) at the Seller's option returned by the Buyer to the Seller who will refund the cost of postage and packing to the Buyer if the Goods are examined by the Seller and found to be defective.

9. Cancellation and Returns

9.1 Stock goods supplied by the Seller (which include Crystal Organza Sashes, Shimmering Organza Sashes, Standard Size Chair Covers, Standard Size Backdrop Packages) can be returned within 7 working days after the day of receipt, under the Distance Selling Regulations, if such goods have been kept with reasonable care. Notice of return must be given within the time scale described above. Please ensure items are unused and in the original packaging.

9.2 Returns according to paragraph 9.1 can be sent by the Customer, in which case the Customer will arrange and pay for dispatch and delivery. Alternatively, upon receiving a cancellation notice in accordance with paragraph 9.1 we can arrange to collect the items from the Customer's premises, on a date and time suitable to the Customer, in which case we will claim the costs of recovering the goods from the Customer.

9.3 Goods not covered by paragraph 9.1 (including, but not limited to, items customized) are made to customers' specifications, and as such the Seller will only accept return of these goods in the sole case that these goods arrive damaged or defective to the Buyer. In such a case, the Buyer will be responsible for arranging the return of such goods to the Seller. Upon receipt of such goods, the Seller will examine the goods and if found defective, will arrange for a replacement or refund upon agreement with the Buyer.

9.4 All returns that are in accordance with clause (9.3) above must be notified to the Seller in advance, as a Returns Authorisation Number has to be issued to facilitate tracking once the return reaches our premises.

10. Force Majeure

10.1 In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such

fulfilment is prevented.

11. No Waiver

11.1 The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

12. Liability

12.1 In the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage.

13. Complaints

13.1 If the Buyer has a complaint about the Seller's service or any goods or services they purchase from the Seller the Buyer should immediately contact the Seller. The Buyer will be contacted as soon as possible and definitely within 24 hours of their initial communication and a resolution will be provided within 5 working days.

13.2 All complaints will be dealt with in a fair and confidential manner.

14. Misc

14.1 Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.

14.2 If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.