

## Terms & Conditions

By using or visiting this website ([www.and-the-winner-is.co.uk](http://www.and-the-winner-is.co.uk)) (the "Website") the Customer ("you") hereby agree to be bound by these terms of use (the "Terms") and by the Privacy Policy – that appears and is available for download from the Website and which is incorporated herein by reference, regardless of your failure to read them.

Please read these Terms carefully before using the Website, as they contain binding legal terms and obligations.

BY USING THE WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS AND BY THE PRIVACY POLICY, REGARDLESS OF YOUR FAILURE TO READ THEM. If you do not agree with this Privacy Policy or with the Terms, please do not use the Website. In addition to these Terms, any purchase of products through the Website is subject also to the Terms and Conditions for the Sale of Goods that appears and is available for download from the Website. In the event of a contradiction between these Terms and any other terms or agreement, these Terms shall prevail, unless explicitly agreed otherwise. Notwithstanding, these Terms do not affect your statutory rights.

### THE WEBSITE

The Website and the services offered through it are owned and operated by Crisp Design (Bucks) Ltd., (trading as [and-the-winner-is.co.uk](http://and-the-winner-is.co.uk)) whose details are provided below, at the end of these Terms (the "Company").

The Website may contain links to third party's websites or advertisement to third Parties. The fact that such links and advertisements are posted and presented on the Website is not an endorsement or representation of any kind of those websites or their policies and practices. Such websites may not be operated and/or monitored by the Company and therefore the Company does not assume any responsibility in any way for the policies and practices of any such third party, and encourage you to review the terms and policies of such linked websites before using them. Moreover, the Company takes no responsibility for any goods or services provided by third party advertisers. The Company will not be a party to or in any way be responsible for monitoring any transaction between you and any third party advertisers.

### Permission to use the Website

In order to use the Website, you hereby represent and warrant:

- If and to the extent that you purchase products through the Website (the "Goods"), you buy them as part or in the course of your business, trade or profession, or for your own private use whether to keep or pass on to others as awards or gifts.
- If you are not located within the UK and/or if the Goods are to be sent by the Company, at your request, to any location outside the UK, you hereby warrant that your use of the Website does not violate any law or regulation, that the Goods can be legally sent to you or to such location, and that these Terms are binding under the laws of such place, at least to the same extent as they are in the UK. Please note that the Company makes no representation or warranty that the Website is appropriate or available for use at any location outside the UK.
- You are more than 18 years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.
- Subject to these representations and warranties, you are hereby granted the right and permission to use the Website, provided that: (i) you shall comply with these Terms; (ii) by using the Website you shall not infringe any law, agreement or third party's right; and (iii) you will not make any change or modification to the Website and/or copy any part of the Website, without The Company's prior written permission.

### International visitors

You should be aware that the Website is intended for and directed to residents of the United Kingdom and the Company makes no representation or warranty that the Website or any of the Goods are appropriate or available for use or delivery at any location outside the UK.

If you choose to access the Website from any other country, in which the laws governing the operation or use of websites are different than the laws of England and Wales, please be advised that your usage of the Website is governed by the laws of England and Wales, and that you are fully responsible for compliance with your local laws if and to the extent that such local laws are applicable.

### Use of the Website

- Where registration is required to access or purchase the Goods through the Website, you will have to register with the Website and have a user name and password. During the registration process you will be asked for several details, including your name, address, e-mail address and credit card details. You must provide accurate and complete information, and maintain the information accurate current and complete. If the Company has reasonable grounds to suspect that such information is inaccurate or incomplete, then in addition to refusing to serve you, it may suspend or terminate your access to and use of the Website and may also refuse any and all current or future use of the Website. The Company's use of any personally identifying information you provide as part of the registration process, is governed by the terms of the Privacy Policy.
- Your registration is solely for your use and is not transferable. You shall not authorise others to use your username and password. You are solely responsible for the use and maintenance of your username and password, and for all activities that occur through your account. You must keep your password secure and safe and the Company recommends you not to use simple passwords. You agree to notify the Company immediately of any unauthorised use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. The Company cannot and will not be liable for any loss or damage that arises as a result of any failure to protect your password or account information.

- You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any content or enforce limitations on use of the Website or its content. The Company uses reasonable information security practices and will not be liable in the case of breach of implemented physical, technical and managerial security controls.
- You agree not to use or launch any automated system, including without limitation, 'robots', 'spiders', 'offline readers' and such, that accesses the Website in a manner that sends more request messages to the Website in a given period of time than a human can reasonably produce in the same period. However, the Company grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. The Company reserves the right to revoke these exceptions either generally or in specific cases.
- You may not use the site in any way that may be damaging or detrimental to the activities, operations, credibility or integrity of the site and the Company, or that may interfere with any third party's access use and enjoyment of the Website.
- You may not create any link to the Website without the Company's prior written consent.

### **Intellectual Property Rights**

All content and information on the Website including, without limitation, text, graphics, photos, images, sounds, video clips, promotional contests, interactive features, software and code, (collectively, "Content") is owned by the Company or its licensors and is protected by copyright and other intellectual property laws. All branding, trademarks, service marks and logos contained in the Website (collectively, "Marks") are the exclusive property of the Company or its licensors. The Content is provided to you "AS IS" for your information and may not, in whole or in part, be copied, modified, reproduced, distributed, transferred, transmitted, broadcasted, published, displayed, sold, licensed, or otherwise exploited in any manner and for any purpose whatsoever, without the prior written consent of the Company. The Company reserves all rights not expressly granted in the Content.

### **Accuracy of content**

Although the Company uses its best endeavours to ensure that all pricing & product information on the Website is accurate, occasionally an error may occur and goods may be mispriced or misrepresented. If we discover an error we will, at our discretion, either: contact you and ask you whether you wish to cancel your order or continue with the order at the correct price/description; or notify you that we have cancelled your order. We will not be obliged to supply goods at the incorrect price.

Please note all sizes are approximate and usually provided by the manufacturers/suppliers and we cannot guarantee their exact size. All measurements are taken from the absolute bottom of an award up to the very highest point, often the tips of the handles, so a 10" cup may be a 6" cup with a 2" base and having handles that extend 2" beyond the top of the cup - it will be described as a 10" cup/trophy/award. Because the sizes are approximate please allow 5% to 10% difference either way.

The Company reserve the right to withdraw any goods from the Website at any time and will not be liable to you or anyone else for withdrawing any goods from the Website.

To the extent permitted by any applicable law, the Company disclaims all warranties, express or implied, as to the accuracy of the Content, and the Company shall not be liable to any person for any loss or damage which may arise from the use of any of the Content.

### **QUOTATIONS AND PRICE**

- Quotations are open for acceptance within 30 days only from the date thereof and are subject to confirmation in writing upon acknowledgement of your order.
- Quotations are based on the cost to the Company at the time thereof. Whilst the Company will make every endeavour to keep thereto, quotations shall not constitute a fixed price unless expressly stated and the Company shall have the right to alter the price under this contract to reflect any increase in the rates payable by the company in respect of wages, salaries, materials, goods, exchange rates, transport (including that provided by the sub contractors) in the course of performance of the contract.
- Prices are quoted inclusive of import duties and other current taxes, levies and duties payable by the Company, with the exception of VAT, which shall be charged extra, at the rate payable at the date of invoice.
- Prices that are reduced for sales and promotions are only valid for the specific period and are subject to availability.
- The company shall also have the right to alter the contract price to provide for:
  - Alterations in your requirements, particularly with personalised products once engraving has started.
  - Your instructions or lack thereof.
  - Interruptions, delays, overtime, additional work or mistakes for which the Company is not responsible.
  - Variations in any purchase, sales, export and import or any other tax or duty imposed on the work or goods under the contract or affecting the contract price.
  - Fluctuations in the exchange rate for orders outside of the UK; web prices/quotations may be changed at short notice due to exchange rate variances.

### **THE ORDER PROCESS**

- After submitting your order, the Company will send an order acknowledgement email with your order number and details of the goods that you have ordered. Please note that this email is an acknowledgement and not an acceptance of your order.
- Information concerning stock availability is not available on the Website. If you order goods which are not available from stock, the Company will contact you by email and you will have the option to wait until the goods are available from stock or cancel your order in accordance with our cancellation and returns policy.

- Acceptance of your order and the formation of a contract will take place when the Company sends you an email confirming the acceptance of the order.
- In the case of engraved awards/signs, an artwork proof is supplied by the Company for approval. Once approved, engraving will start and any subsequent changes may incur additional product costs.
- For the avoidance of doubt, any contract under these Terms or under the Website can only be concluded in English.

## **PAYMENT**

The total cost of your order will be the sum of: (i) price of the Goods (ex VAT); (ii) the applicable delivery charges; (iii) any applicable VAT, taxes, customs and charges; and (iv) charges for any additional services (if applicable). The total cost of your order will be set out clearly before you submit your order.

### **Payment Terms**

- For all new or non-account customers, payment to be made in full on order confirmation. For account customers, payment terms are as agreed on the invoice.
- Payment can be made by most major credit or debit cards and payment will be debited from your account upon your order. Payment may also be made by cheque or BACS. Payment by cheque may delay the despatch of the goods until the cheque is cleared.
- You confirm that the credit/debit card that is being used is yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refused to authorise payment we will not accept your order and we will not be liable for any delay or non-delivery.
- We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your order.

### **Orders outside of the UK**

- Prices may be changed at short notice to take into account exchange rate variances. The Company will inform you should this occur.
- Payment must be made in advance for all orders outside of the UK.

## **DELIVERIES**

- The Company will despatch the items ordered by you as they are available and the delivery method, the associated costs and the specifics of each delivery method will depend on the size of order and delivery address. The delivery charge will be confirmed on the Order Confirmation and we will agree the latest despatch date when the order is accepted.
- Orders will be sent to the delivery address that you elected. The Company cannot be held responsible if this delivery address is incorrect. If you wish to change the delivery address prior to submitting your order you must confirm this by email and the Company will acknowledge receipt.

### **Delivery Times**

- When accepting your order, the Company will confirm the expected date of delivery. If the goods are despatched by courier or Royal Mail Special Delivery, you will be able to log-in and view the Parcel Tracking number (if applicable), so that you can track your order. All courier or Royal Mail Special Delivery deliveries must be signed for.
- The Company uses its best endeavours to meet the expected delivery times. However, deliveries are made by third parties and delivery times may be affected by factors beyond the Company's control and therefore cannot be guaranteed. The Company will make every effort to keep you informed in that respect.
- Subject to the other provisions of these Terms the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle you to terminate or rescind the purchase of the Goods, unless such delay exceeds 90 days.

### **Missing, Damaged or Incorrect Orders**

- The Goods shall be at your risk from the time of delivery. You (and/or any person taking possession of the Goods on your behalf) shall be responsible for inspecting the condition and quantity of the Goods upon collecting them. The acceptance of the Goods at the delivery point shall be deemed to be a confirmation of the condition of the Goods and of your acceptance of the Goods at such condition.
- The Company does its best to ensure that you receive your order undamaged. If you do not receive all the Goods you have ordered, or in the unlikely event that a product arrives damaged or faulty, or if you have any other problem with the delivery, please contact the Company within 1 day of receipt of the goods at Crisp Design (Bucks) Limited, The Courtyard, 27 High Street, Winslow, Bucks MK18 3HE, United Kingdom. Tel No: +44(0)1296 715851.
- In the unlikely event that the goods arrive damaged, the original packaging should be retained and the Company reserve the right to request photos of the damaged goods.
- The Company shall not be liable for any non-delivery of Goods, unless you send written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.
- Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time [or issuing a credit note] for the applicable amounts.

### **Deliveries outside of mainland UK**

- Although the Company will endeavour to ensure delivery arrives at the agreed time, for deliveries outside of mainland UK the Company has no control over the actual delivery time.

- Insurance for goods in transit will be your responsibility and the Company accepts no responsibility or liability for goods damaged in transit.

## RETURNS

### How to arrange a return

- In order to return the Goods, you need to notify the Company, in writing, no later than 10 days after delivery to receive the Company's authorisation and instructions. Goods will not be accepted without the Company's prior authorisation.
- Returns are not permissible where goods have been ordered in specifically to fulfil the order.

### Your responsibilities

- Regardless of the reason for return of the Goods, you must take reasonable care of the Goods while they are in your possession and during transport back to the Company. Taking reasonable care means you must return the Goods in 'as new' condition, in their original packaging, with all the accessories you received with them. If you fail to take such reasonable care the Company may take action against you to recover any resulting loss and you may not be entitled to a full refund.

### Costs involved

- You will be responsible for the costs of returning the Goods back to the Company unless you are cancelling the order within 7 days because the Goods are damaged, defective or do not meet their description.
- If you fail to return the Goods, or you send them at the Company's expense, the Company can charge you for the costs of the return, even if it has already refunded your money.
- A 20% re-stocking charge may be incurred.

### Refund arrangements

- Provided the products are returned in accordance with the previous paragraphs, the Company shall endeavour to provide you with a full refund of the purchase price excluding delivery charges, no later than 30 days. Refunds shall be made by the original method of payment.
- *Please note that this is not intended to be a full statement of all your rights under the said regulations.*

### Warranties for the Goods

In the unlikely event of a fault in any Good, please contact us at Crisp Design (Bucks) Limited, The Courtyard, 27 High Street, Winslow, Bucks MK18 3HE, United Kingdom. Tel No: +44(0)845 2 30 60 50.

Please retain your Delivery Note as a proof of purchase and a method for validating the date from which your warranty will start. It is essential to keep your Delivery Note to preserve the warranty. Please also retain the original packaging in case you need to return the product.

### Warranty Disclaimer with respect to the Website

You expressly understand and agree that:

- Your use of the Website is at your sole risk. To the maximum extent permitted by law and unless explicitly provided otherwise under these Terms, the Company, its officers, directors, employees, partners and agents disclaim any and all warranties, express or implied, in connection with the Website and your use thereof.
- The Website and any hyperlinked third party websites are provided on an "as is" and "as available" basis. To the maximum extent permitted by law and unless explicitly provided otherwise under these Terms, the Company disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement;
- Unless explicitly provided otherwise under these Terms and to the extent permitted by law, the Company makes no warranties or representations about the accuracy or completeness of the Content or the content of any other websites linked to the Website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Website by any third party; and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content made available via the Website.
- To the maximum extent permitted by law and unless explicitly provided otherwise under these Terms, the Company makes no warranty that: (i) the Website will meet your requirements; (ii) the Website will be uninterrupted, timely, secure, or error-free; and (iii) the results that may be obtained from the use of the Website will be accurate or reliable.
- To the maximum extent permitted by law, no advice or information, whether oral or written, obtained by you from the Website shall create any warranty not expressly stated in the terms and conditions.

### Limitation of Liability

- In addition to the limitation of liability provided under the relevant sections in the Terms and Conditions for the Purchase of Goods, you expressly understand and agree that in no event the Company shall be liable for any direct, indirect, incidental, special, punitive, consequential or exemplary damages, including loss of profit, resulting from: (i) the use or the inability to use the Website; (ii) errors, mistakes, omissions or inaccuracies of Content; (iii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website; (iv) unauthorized access to or alteration of your transmissions or data; (v) statements or conduct of any third party on the Website; and/or (vi) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Website by any third party, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Company was advised of the

possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

### **Indemnity**

- You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees, agents and partners from and against any and all claims, demands, damages, obligations, losses, liabilities, costs or debt, and expenses including, without limitation, legal fees and disbursements resulting, directly or indirectly, or arising from: (a) your violation of these Terms; (b) your access, use or inability to access or use the Website or any website to which the Website is or may be linked from time to time; or (e) your violation of any law or regulation. This defence and indemnification obligation will survive these Terms and your use of the Website.

### **Amendments to these Terms and/or the Website**

- The Company reserve the right to amend, update or modify, at any time, these Terms and/or the Privacy Policy and/or these Terms and Conditions for the Purchase of Goods without notice. Such amendments, updates and modifications shall be effective immediately upon posting them on the Website. You will be asked to read and accept the Terms each time you place an order, to ensure that you are familiar with the most current ones, but in any event, your use of the Website or placement of an order following any amendment of these Terms or the Privacy Policy will signify your assent to and acceptance of the revised terms or policy.
- If you have any questions or comments with regard to these Terms or the Privacy Policy or and/or the Terms and Conditions for the Purchase of Goods, or any other related issue, please contact the Company at Crisp Design (Bucks) Limited The Courtyard, 27 High Street, Winslow, Bucks MK18 3HE, United Kingdom. Tel No: +44(0)1296 715851
- The Company reserves the right to amend, update or modify, at any time, the Website or the Content, including updating the prices, adding or removing products and amending the services offered through the Website.

### **Governing law**

- This Website, any content contained herein and any contract brought into being as a result of usage of this Website (including the purchase of any Goods) are governed by and construed in accordance with English Law without respect to its conflict of laws principles. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- The Website shall be deemed a passive website that does not give rise to personal jurisdiction over the Company, either specific or general, in jurisdictions other than England and Wales.

### **General**

- Assignment - These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by The Company without restriction.
- These Terms together with the Privacy Policy and the Terms and Conditions for the Purchase of Goods (if and to the extent applicable), shall constitute the entire agreement between you and the Company concerning this Website. Notwithstanding, these Terms do not affect your legal rights.
- Each right or remedy of the Company under these Terms is without prejudice to any other right or remedy of the Company whether under these Terms or not.
- If any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Terms and the remainder of such provision shall continue in full force and effect.
- No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
- The parties to these Terms do not intend that any term of these Terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

### **Corporate Information**

The Company is Crisp Design (Bucks) Limited (trading as and-the-winner-is.co.uk), company number 4665392, VAT number GB 823 7899 83, registered at and whose registered offices are at 3 The Walk, Winslow, Bucks MK18 3AJ. Tel No: +44(0)1296 715851