

Thanks for visiting Forever Printworks. Our Terms and Conditions are as follows:

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# 1. Introduction

These terms and conditions (the "Terms") set out your rights and obligations, and those of Forever Printworks.com Limited ("we" or "us"), in relation to this website, [www.ForeverPrintworks.com](http://www.ForeverPrintworks.com) (the "Website"), any Forever Printworks application that you access (the "App") and any products, services and material of any kind available through the Site, the App or us (the "Services").

We are a Scottish Company and our registered address is: Forever Printworks, 3 Welltrees Street, Maybole, South Ayrshire, KA19 7AW.

When we refer to "Forever Printworks" in these Terms, we mean us, the Site, the App and/or the Services, according to the context.

By registering with Forever Printworks, you accept that you are entering into a contract with us under these Terms. People who register with Forever Printworks establish an "Account", and become "Users". Visitors to Forever Printworks who do not register with Forever Printworks, but who nevertheless use the Site or download the App, affirm that they are bound by these Terms each time they access Forever Printworks.

You must be at least 16 years of age to use this website or the app.

If you do not agree to these Terms, you must not use this Website or the App.

You should be aware that these Terms may change from time to time in accordance with section 13 below.

You will be able to access most areas of Forever Printworks without registering your details with us. Other areas, and the opportunity to place orders with us, are only open to you if you register. **I agree to the Terms & Conditions and Privacy Notice, and I am 16 years or older.**

## 2. Trading details

Whenever you buy a product through this Website or the App, you will be contracting with Forever Printworks

Registered office: 3 Welltrees Street, Maybole, KA19 7AW

## 3. Ordering from us

### 3.1. Product description

We use our reasonable endeavours to make sure that every product on Forever Printworks is shown accurately and that prices are correct. However, occasionally there may be small variations in colour, typefaces and layout.

## 3.2. Placing your order

A contract for the purchase of a product is created as follows:

- The User places the order on the Site or App by pressing an order confirmation button ("Checkout") at the end of the checkout process: if the product in question includes content selected by the User it is a "personalised product"; if it is a standard product which does not include any content selected by the User it is a "non-personalised product"
- By confirming your order, you are agreeing to purchase the product you have selected
- At this point, we take payment for your order by means of your nominated payment method
- We will send to you a "Thank you for your order" email detailing your order, and other information we must provide to you

From time to time, we may reject an order for the following reasons:

1. If, unfortunately, we do not have your chosen product in stock
2. Where we cannot obtain authorisation for your payment
3. If there has been a relevant pricing or product description error
4. If your order otherwise breaches any of the requirements of these Terms
5. The use of images for a personalised product which are corrupted, unsupported technically or inadequately pixelated
6. If a personalised product you wish to order contains anything which contravenes, or appears to contravene, our Content Rules (see section 3.4 below for our Content Rules)
7. Due to the Licensing Act 2003, we are not permitted to sell alcoholic products to anyone under 18. We may refuse an order or a delivery of alcoholic items

at our discretion. By placing an order for alcohol, you confirm that both you and the person the order is to be sent to are aged 18 years or over

8. We suspect that the order has been placed fraudulently
9. It appears that the order mistakenly duplicates another order

If your order is rejected, we will contact you to confirm this and reverse the payment you have made for that order.

There are limited circumstances in which you may cancel an order after it has been made – see section 6 on this.

Note that we may bar or prevent an individual Account, User, email address or other identifier from making purchases or otherwise interacting with us where we reasonably suspect an association with fraud or other infringements of the law.

You must be at least 16 years of age to use this website or the app.

If you do not agree to these Terms, you must not use this website or the app.

### **3.3. Personalising products**

Forever Printworks aims to provide you with a fast, high-quality service. Please double-check your order on screen and your acknowledgement email carefully to check that all the details are correct. It is up to you to ensure that content you have contributed for inclusion in a personalised product is correct, and (for example) is correctly spelt. As a courtesy, we may allow you to make changes to your order whilst its status on your 'Order History' (under the 'My Account' tab) shows as 'Order Received': if it is not possible to make the change on-screen (which depends upon the product ordered), then you will need to contact our Customer Service Team via our Contact Us page, and do so during our standard opening hours (which are 9.00am – 5.00pm United Kingdom time, Monday to Friday, except Public Holidays in Scotland).

If you are uploading a photo or design, images must be in JPEG or PNG format. Any other format such as Word documents and PDFs cannot be accepted. For best results, we advise that you make the image dimensions approximately 1,000 pixels for the smallest edge of your photos. We print images at minimum 300DPI (Dots Per Inch), so we recommend this as a minimum setting. If you try to upload a photo that has a lower resolution or image size, we will accept it. However, the image may not appear very well on the selected personalised product.

By uploading, posting, contributing or including any content or material in a personalised product, you grant us a non-exclusive, royalty-free, irrevocable licence (including the right to grant sub-licences through multiple tiers) to use, reproduce, adapt, distribute and communicate to the public that content or material solely for the purpose of performing obligations and exercising rights under these Terms. Note that

we may modify content or material in order to conform it to Forever Printworks or the requirements of the product you have ordered (such as by cropping images).

### **3.4. Content Rules**

We do not permit personalised products to include any content or material which:

- infringes anyone's copyright: in particular, you must ensure that you either own the copyright in an image or any other content that you wish to include in a personalised product or that you are fully licensed by the copyright owner to include that image or other content in the personalised product
- infringes any other rights, such as a trade mark, of any person or entity or a duty owed to any person or entity, such as a duty of confidentiality
- contravenes any applicable law (including, without limitation, any criminal law) or regulation
- is false, inaccurate, misleading, offensive, abusive, threatening or defamatory, or that might cause needless annoyance, inconvenience or distress to any person
- misrepresents identity or impersonates any person
- includes any material containing personally identifying information about another person, such as their address, phone number, or email address, except with the written approval of that person
- contains material which is pornographic, obscene, indecent or offensive, which promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person or group
- may harass, upset, embarrass or alarm any person
- gives the impression that it emanates from or has been approved by us
- advocates, promotes or assists any unlawful act

The above are our Content Rules.

### **3.5. Ordering multiple products**

When ordering multiple products as part of the same order, Forever Printworks will make every attempt to despatch on the same day or as part of the same delivery.

### **3.6. Payment**

At Forever Printworks, you can pay for your products using credit card, debit card or any other payment method which we make available to you at the time of your order.

## **4. Supply and pricing of products**

### **4.1. Supply of Products**

The products sold by us are manufactured and shipped from our production facility in the United Kingdom. All of our suppliers of alcoholic goods are fully licenced under the terms of the Licencing Act 2003.

### **4.2. Transfer of Title**

*Left empty intentionally*

### **4.3. Prices and VAT**

Forever Printworks is not yet VAT registered, and as such our prices are currently exclusive of VAT.

### **4.4. Postage and packaging charges**

For most items, prices are shown exclusive of postage and packaging charges; these will be shown separately at the checkout stage before you place your order. In some cases, prices shown may include postage and packaging. If this is the case this will be clearly stated.

### **4.5. VAT Receipts**

Forever Printworks is not yet VAT registered, and as such our prices are currently exclusive of VAT.

### **4.6. Substitute Products**

Please note that if a product is unavailable, we may substitute it with an alternative product unless you request us not to do so.

## **5. Delivery**

During the order process, Forever Printworks will generally notify you of the despatch dates available and the expected timeframe for receiving your order; however, Forever Printworks does not guarantee delivery dates or times. We will make you aware of delivery charges (if any) before you place your order.

Expected delivery times and charges will differ depending on which products you order. More details are set out below.

### **5.1. General despatch information**

The despatch date is the day we SEND the item you have ordered, NOT the day it will be delivered.

- Your order is likely to arrive much faster if you use a postcode
- You can check that you have the correct postcode by using the Royal Mail's handy postcode finder. We are not responsible for the accuracy of the Royal Mail's postcode finder
- It is your responsibility to ensure that the delivery address you provide for any order you place is correct

You can find more detail around delivery of our products in our FAQs.

### **5.2. Circumstances Beyond Our Control**

Neither we, nor any delivery service that we use, shall be liable for any failure to perform Services where such failure or delay results from any circumstances outside our reasonable control; these circumstances include but are not limited to adverse weather conditions (such as snow, flood and extreme winds), fire, explosion, accident, traffic congestion, obstruction of any private or public highway, riot, terrorism, act of God, or industrial dispute or strike.

## **6. Changing or cancelling an order**

Before you request a change or cancellation, it is best to check the status of your order by going to 'Order History', which can be found under the 'My Account' tab. Orders can only be changed or cancelled if the status is on 'Order Received'. If the status displays 'Order Printing' or 'Order Sent' then it has already been printed or despatched and, unfortunately, cannot be amended or cancelled.

It is best to Contact Us if you need to change or cancel your order. Please have your order number or the email address you registered with us available so we can answer your query as quickly as possible.

Emails are answered during business hours (Monday - Friday 9.00am - 5.00pm) in the order they are received. It is therefore possible that your order could begin production before your email is processed and we will be unable to make any changes requested in the email.

## **7. Returns and refunds**

At Forever Printworks, we always try to send your products in perfect condition. However, occasionally, a problem can arise. In the unlikely event that a product is faulty, or it is damaged in delivery or is the wrong item, we ask you to contact us to let us know of the problem as soon as possible. We will then advise you on whether you are eligible for a refund or replacement.

We have different rules for returns of (a) personalised products and flowers, and (b) non-personalised products – see "Returning products and issuing refunds" below.

### **7.1. Reporting a problem**

If for any reason you are not happy with your Forever Printworks order, please contact our Customer Service Team via the Contact Us page. You will need to quote your order number, the email address you have registered and the details of the problem with the order.

We aim to acknowledge any complaint within 14 working days (usually it takes 1-2 days), and will do our best to resolve it within 28 days. We may ask you to take a photograph of the product to help us communicate with our Production team and correct any future problems. Should it be necessary, we will then advise you how to return your item.

### **7.2. Returning products and issuing refunds**

#### **All personalised products**

Where an item is faulty, we will ask you to return it to us within three days of receipt. You can contact our Customer Service Team for a Freepost returns address. Your right to return items to us in accordance with these Terms is in addition to any other statutory rights you may have.

If you are eligible for a refund, we will reimburse the price you have paid for the product(s) onto the credit or debit card that you paid with. Alternatively, we may offer to reprint (if applicable) and resend the item free of charge. Please note it is not our policy to offer both a refund *and* a resend.

Refunds cannot be given if the fault is a result of your own actions such as product misuse or if personalisation is mis-spelt or if you have uploaded an image of a low resolution or size. Please see section 3.3, 'Personalising products', for more information.

#### **All non-personalised products**



Most of the products you can buy from us are non-personalised. You have the right to cancel your contract for the purchase of a non-personalised product (other than flowers – for which see above), provided you notify us of the cancellation, no longer than 14 days after the day following the day on which the product is delivered. You must return the unused non-personalised product to us within 14 days of notifying us of the cancellation, and must pay the cost of returning the product to our nominated address. We will refund the purchase price you have paid for the product and its standard delivery charges (but not any expedited, tracked or other special delivery charges you may have chosen to pay) within 14 days of its return. However, if the value of the product has been reduced by any handling of it beyond what is necessary to check whether the product is as expected, we may deduct an amount to reflect that reduction in value from the sum we refund to you. Note that the value of a product may be reduced to nothing if its seal (or similar) is broken. Please follow any returns procedure for non-personalised products which we specify from time to time.

Note that the right to cancel a contract and return a product as described in the paragraph above does not apply to:

- personalised products
- any food, drink or other products which normally deteriorate rapidly

## **8. Use of the Website**

### **8.1. Abuse of service**

You agree not to use Forever Printworks directly or indirectly for any unlawful purpose, or to cause distress or offence to any person. You also agree not to upload, email to us or print any images or other material which might infringe our Content Rules (set out in section 3.4 above).

### **8.2. Intellectual Property**

All text, software, music, sound, photographs, graphics, video, page layouts, design and other material that appears on the Website or App is protected by Forever Printworks's or third party copyrights, trade marks, service marks, patents or other proprietary rights and laws. "Forever Printworks" is our registered trademark, and you agree not to display or use it in any manner without our prior written consent.

You may use and access Forever Printworks to the extent required for the use of the Services in accordance with these Terms, and for the purpose that we make them available. You are not allowed to remove any copyright, trade mark or other intellectual property notices contained in material taken from Forever Printworks.

No-one may copy, distribute, show in public or create any derivative work from Forever Printworks, or any of the material which is found on Forever Printworks unless properly licensed in writing by us to do so. You are not allowed to use Forever

Printworks (or to copy or use any material found on Forever Printworks) for any commercial purpose other than to conduct the purchase of a product from Forever Printworks.

No-one may use any robot, spider, scraper or other automated means to access Forever Printworks for any purpose without our prior express written permission.

### **8.3. Website content and service access**

We will always try to ensure that Forever Printworks is available 24 hours a day. However, we will not be liable if for any reason the Website is unavailable at any time, or for any period.

### **8.4. Links**

Occasionally, we may provide links to other websites or resources for your convenience. We do not endorse the contents of those websites and are not responsible for their availability or service. We will not be liable in any way for any loss or damage which you may suffer by using those websites. If you decide to access linked third party websites you do so at your own risk.

### **8.5. Liability**

We use reasonable care and skill to provide Forever Printworks in accordance with our specifications for Forever Printworks but:

- the Services are provided "as is"
- we cannot and do not guarantee that Forever Printworks or the Services will meet your requirements

We shall have no obligation, duty or liability whatsoever in contract, tort (including negligence, breach of statutory duty and any other tort) or otherwise, save as expressly provided in these Terms.

Nothing in these Terms excludes or restricts our liability for fraudulent misrepresentation or for death or personal injury resulting from our negligence, nor our contractual obligations in respect of products we agree to supply following our acceptance of your order in accordance with section 3.2. We are under a legal duty to supply goods which conform to our contract with the User.

We, our agents, directors, officers, shareholders, employees and subcontractors will not be liable to you or anyone else, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise:

- for any loss of revenue, data, business, anticipated savings, profits, opportunity, goodwill or reputation, or for any business interruption

- any loss or corruption of data
- any loss or damage which does not directly result from (or which exceeds that which was caused as a direct result of) our breach of this Agreement, howsoever caused or arising

Except as expressly stated elsewhere in these Terms, all representations, warranties, conditions and other terms, whether express or implied (by common law, statute, collaterally or otherwise) are hereby excluded, except in the case of fraud, or where such exclusion is not permitted by law.

We will not be liable for any failure to perform our obligations under these Terms caused by matters beyond our reasonable control.

You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the Terms by you, your use of the Website or App, or anything done while your Account is logged into the Website or App.

The provisions of this section 8.5 shall survive the termination or expiry of these Terms.

## **8.6. Suspension**

We reserve the right at any time and without notice (a) to suspend or terminate your ability to access Forever Printworks, (b) to suspend or terminate your use of all or part of the Services and/or any then-current orders for products, and/or (c) to take technical and legal steps to stop you from using Forever Printworks if you appear to us to be in breach of any provision of these Terms. Should we do so, you acknowledge that we shall not incur any liability to you or to any other person.

In addition, we are entitled to suspend provision of all or part of the Services at any time if we are obliged or advised to comply with an order, instruction or request of any limb of government, or any regulator, court or other competent authority.

## **8.7. Contact from third parties**

If anyone contacts us in relation to your or your Account's use of Forever Printworks or a transaction associated with you or your Account, then you agree:

- to provide all reasonable information and assistance we may require in connection with responding to that contact

- to respond promptly and accurately to it, should we pass the message to you for a response

## **9. Sizing Information**

You can find sizing information about all of our goods in each product description.

## **10. Offers and Promotions**

The offers and promotions which we make available on our Website or through our App are governed by terms and conditions which will be accessible to you at the time.

### **10.1 Forever Printworks Vouchers**

Terms and conditions for Forever Printworks voucher codes can be found [here](#).

### **10.2 Competitions**

Terms and conditions for live Forever Printworks competitions can be found [here](#).

## **11. General**

These Terms are intended to contain your entire agreement with us relating to the Services, the Website and the App.

If any of these Terms is found to be invalid this shall not affect the validity of the remaining provisions which shall remain fully enforceable. Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to subsequent or similar breaches.

Only you and Forever Printworks shall be entitled to enforce these Terms. No third party shall be entitled to enforce any of these Terms whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

We reserve the right to change these Terms from time to time, and post the new version on Forever Printworks. The new version of these Terms will take effect:

- commencing 28 days after the date of posting (or such later date as we indicate in the relevant posting), if any of the changes is to an operative provision of these Terms which is capable of adversely affecting you

- immediately upon the date of posting (or such later date as we indicate in the relevant posting), if the changes are not reasonably capable of adversely affecting you - examples of which would include, without limitation, (i) changing the name of, and/or the web-address that you use to access, Forever Printworks, and (ii) the refinement of provisions that are already included or referred to in these Terms

In either case, if you do not wish to be governed by the new version of these Terms, you must cease to use the Services and Forever Printworks. For the avoidance of doubt, we will not have any liability to you in that event.

These Terms, the Services and each order and purchase of a product shall be governed by Scottish law.

You and we each submit to the non-exclusive jurisdiction of the Scottish courts in relation to disputes arising in connection with these Terms, the Services and any order for or purchase of a product.

We don't separately file the Terms entered into by Users when they register for Forever Printworks. Please make a durable copy of these Terms by printing and/or saving a downloaded copy on your own computer. They are offered in English only.

## **12. Forever Printworks Reviews terms of use**

By submitting a review on Forever Printworks, you confirm and agree that:

- You are the sole author of the review – none of it has been copied from elsewhere;
- Your review is accurate and fair;
- You are at least 18 years old; and
- You grant Forever Printworks a perpetual, irrevocable, royalty-free, transferable right and licence to use, copy and modify your review.

You also agree you will not submit a review:

- That is known by you to be false, inaccurate or misleading;

- That infringes anyone's copyright, trade mark or other proprietary rights, or a duty owed to any person or entity, such as a duty of confidentiality;
- That breaches any applicable law, or that advocates, promotes or assists any unlawful act
- That is, or may reasonably be considered to be, offensive, abusive, threatening or defamatory;
- That promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person or group
- For which you were compensated or granted any consideration by any third party;
- That references any other website or service;
- That misrepresents identity or impersonates any person;
- That includes any personally identifying information about any person, such as their name, address, phone number, or email address;
- That is pornographic, obscene or indecent;
- That may harass, upset, embarrass or alarm any person; or
- That comments on any other reviewer

Forever Printworks reserves the right, in its absolute discretion, to:

- Decline to publish a review; and
- Remove a review for any reason

For any review that you submit, you grant Forever Printworks a perpetual, irrevocable, royalty-free, transferable right and licence to use, copy, modify, delete in its entirety, adapt, publish, translate and create derivative works from that review in any medium or technology throughout the world.

Forever Printworks reserves the right to change, condense or delete any review content that Forever Printworks deems, in its sole discretion, to breach these Terms of Use. Forever Printworks does not guarantee that you will have any ability to edit or delete any review you have submitted. You acknowledge that you, not Forever Printworks, are responsible for the contents of your review.

By submitting your email address in connection with your rating and review, you agree that Forever Printworks and its third party service providers may use your email address to contact you about the status of your review and for other administrative purposes.

When we refer to "Forever Printworks" in these Terms, we mean Forever Printworks the organisation, the [www.ForeverPrintworks.com](http://www.ForeverPrintworks.com) site, any Forever Printworks application that you access, according to the context.