

Terms and conditions

1 Introduction

- 1.1 This document (together with any documents referred to in it) tells you the terms and conditions (the 'Conditions') upon which we will supply the Services to you. You may print a copy for future reference.
- 1.2 Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 1.3 'Event Outside Our Control' has the meaning given in clause 14.
- 1.4 'Services' means the services listed on the Website which we may supply.
- 1.5 Before confirming your order please read through these Conditions and in particular our cancellations and returns policy at clause 10 and limitation of our liability and your indemnity at clause 12.
- 1.6 By ordering any of the Services, you agree to be legally bound by these Conditions. You will be unable to proceed with your transaction if you do not accept these terms and conditions.

2 About us

- 2.1 This Website is owned and operated by Alex Banks ('we'/'us'/'our') (trading as We Should Create.), of 15 Crwys Place, Cardiff, Cardiff, CF24 4NS.
- 2.2 Our telephone number is 07835390383.
- 2.3 Our email address is team@weshouldcreate.com.

3 Eligibility to purchase from the Website

To be eligible to purchase the Services and lawfully enter into and form a contract with us, you must be 18 years of age or over.

4 Price

- 4.1 The prices of the Services are quoted on the order page.
- 4.2 Prices and any other charges quoted on the order page are based on performance of the Services in the United Kingdom unless otherwise specified.
- 4.3 Unless otherwise stated, the prices quoted exclude VAT (we are not VAT registered).

5 Payment

- 5.1 Payment can be made by any major credit or debit card.
- 5.2 By placing an order, you consent to payment being charged to your debit/credit card account as provided on the order form.
- 5.3 You must pay 50 percent of the price of the Services in advance. If you pay us by credit or debit card we will take payment from your card in advance for the advance payment. We will take payment for the balance when we have sent you an invoice for the Services after we have performed the Services.
- 5.4 You must pay the amount of our invoice within 30 days of the date of invoice.
- 5.5 We shall contact you should any problems occur with the authorisation of your card.

6 Interest

- 6.1 Unless clause 6.2 applies, you must pay us interest on any amounts you owe us and fail to pay us on the due date at the rate of 3% a year above the base lending rate of the Bank of England from time to time, accruing daily from the due date until the date of payment, whether before or after judgment.
- 6.2 We will not charge you interest

- 6.2.1 for the period of dispute in respect of an invoice that you dispute in good faith, provided you have advised us within a reasonable time of receiving it that you dispute it and your basis for disputing it.
- 6.2.2 until after we have performed the services again if we have a duty to do so.

7 Order process and formation of a contract

- 7.1 All orders are subject to acceptance and availability. If we are unable to supply you with the Services in your order due to matters such as unavailability of stock, materials, key staff or an Event Outside our Control or because we have identified a mistake in the description of the Services or the price stated by us, we will notify you. We will not proceed with the order and will refund any sums you have paid us.
- 7.2 Any order placed by you for the Services constitutes an offer to purchase them from us.
- 7.3 You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Services.
- 7.4 A 'Confirmation Notice' means an email which we send to you to confirm that we shall be providing the requested Services. A Confirmation Notice will be our acceptance of the offer made in the order to which that Confirmation Notice relates.
- 7.5 A contract between you and us for the supply of the Services (the 'Contract') incorporating the version of these Conditions in force at the time of your order will come into existence when we send you the Confirmation Notice relating to your order. You may print and keep a copy of the Confirmation Notice for future reference.
- 7.6 If you think that there is a mistake in the Confirmation Notice or if you wish to make any changes, please contact us to discuss this. If you request a change, we will tell you if that is possible and about any changes to the price, delivery or performance dates or any other changes that we need to make as a result of your request. We will ask you if you wish to go ahead with the change.
- 7.7 We may make
 - 7.7.1 changes to these Conditions as a result of changes in any relevant laws and regulatory requirements,
 - 7.7.2 changes to these Conditions as a result of changes in how we accept payment from you,
 - 7.7.3 changes in the amount payable by you to the extent of any changes in the VAT included in the price or payable in relation to the price.
- 7.8 If we make any changes in accordance with clause 7.7 we will give you written notice of the changes before we supply the Services. You can choose to cancel the contract if the change would be significantly to your disadvantage.
- 7.9 Any variation to these Conditions which have been incorporated into the Contract or to the Contract other than those mentioned in clause 7.7 shall only be binding when agreed in writing and signed by you and us.

8 Performance of Services

- 8.1 The Services will be performed at the address or by the means specified by us when we accept the order.
- 8.2 When we accept the order, we will confirm estimated start and completion dates for the performance of the Services. We will endeavour to perform the Services in accordance with these estimated dates and will perform the Services within a reasonable time from the date we accept the order.
- 8.3 In the event that an Event Outside Our Control prevents us from performing the Services within a reasonable time from the date we accept the order, clause 14 will apply.
- 8.4 If we need to provide the Services at the premises occupied by you, you will provide access to the premises on the date we have agreed for the Services to be carried out.
- 8.5 If you fail to provide access to the premises on the agreed date,
 - 8.5.1 you must pay us any additional costs incurred by us in providing the Services to you

- 8.5.2 in the event that despite our reasonable efforts we are unable to obtain access to the premises to provide the Services, we may end the contract with you. We will refund you any money you have paid less our reasonable costs incurred in attempting to perform the Contract.
- 8.6 If we ask you to provide us with information in order for us to provide the Services, you must provide us with complete and accurate information by the date we request that you provide it by, otherwise:
- 8.6.1 you must pay us any reasonable sum we charge you to cover any extra work that is necessary as a result of you providing incomplete or inaccurate information.
- 8.6.2 you must pay us any additional costs incurred by us in providing the Services to you resulting from you not providing such information to us by the date we have requested.
- 8.6.3 we may suspend the Services by giving you written notice unless you agree to pay such extra costs.
- 8.6.4 in the event that despite our reasonable efforts we are unable to obtain the requested information from you and are therefore unable to supply the Services, we may end the contract with you. We will refund you any money you have paid less our reasonable costs incurred in attempting to perform the Contract.
- 8.7 We will not be liable for any delay or non-performance due to your failure to provide us with complete and accurate information by the time we have requested.
- 8.8 If we suspend the Services under this clause, you do not have to pay for the Services while they are suspended, but you will remain liable to pay any invoices we have already sent you for Services we have already performed.

9 If there is a problem with the Services

- 9.1 If the Services provided do not conform to the Contract due to them not being provided with reasonable care and skill:
- 9.1.1 you should provide us with details of the problem as soon as reasonably possible;
- 9.1.2 if we repeat performance of the Services to fix the problem, we will do so at our own cost and as soon as reasonably practicable.
- 9.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Nothing in these Conditions will affect these legal rights.

10 Cancelling your Contract and returns

10.1 Cancelling before Confirmation Notice

- 10.1.1 You may cancel your order for the Services by notifying us of your decision to cancel at any time prior to us sending you a Confirmation Notice.
- 10.1.2 You may notify us of your decision to cancel by contacting us by telephone on telephone number 07835390383 or by sending us by email to team@weshouldcreate.com or by post to 15 Crwys Place, Cardiff, Cardiff, CF24 4NS
- 10.1.2.1 a fully completed cancellation form found on our Website, or
- 10.1.2.2 a statement that you wish to cancel quoting your name, address, the name or a description of the Services and your order reference number.

10.2 Cancellation after Confirmation Notice

- 10.2.1 The 'Cancellation Period' means the period of 14 days starting with and including the day after we send you a Confirmation Notice.
- 10.2.2 If you wish us to begin to supply the Services during the Cancellation Period, you must request us to do this and you must acknowledge that you will lose the right to cancel once the Services have been fully performed.
- 10.2.3 Unless the Services have been fully performed under the Contract in accordance with your request and acknowledgement referred to in clause 10.2.2 and subject to clause

- 10.4, you may cancel the Contract within the Cancellation Period by notifying us of your decision to cancel.
- 10.2.4 You will lose your right to cancel the Contract once the Services have been fully performed in accordance with your request and acknowledgement.
- 10.2.5 You may notify us of your decision to cancel by contacting us by telephone on telephone number 07835390383 or by sending us by email to team@weshouldcreate.com or by post to 15 Crwys Place, Cardiff, Cardiff, CF24 4NS
- 10.2.5.1 the fully completed cancellation form found on the Website, or
- 10.2.5.2 a statement that you wish to cancel with your name, address, the name or a description of the Services and your order reference number.
- 10.2.6 If you cancel the Contract after we have begun the supply of the Services in accordance with your request, you must pay us for the Services we supplied to you before we received notice of your cancellation.
- 10.3 Refunds on cancellation**
- 10.3.1 So long as you are entitled to cancel and have complied with your obligations under clause 10.2, we will refund you the balance of the price you paid to us after deducting:
- 10.3.1.1 the value of the Services we supplied before we received your cancellation notice.
- 10.3.2 If the Contract is for the supply of services only or for the supply of goods and services with the main purpose being the supply of services, we will refund you the sum in clause 10.3.1 within 14 days of our receipt of your cancellation notice.
- 10.3.3 We will refund you the sum in clause 10.3.1 using the same method of payment used by you, unless you agree to a refund by a different method of payment.
- 10.4 Exception to the right to cancel**
- You will not have a right to cancel in the following situations:
- 10.4.1 The Contract is for goods which are bespoke or have been personalised or which may deteriorate (such as food).
- 10.4.2 The Contract is for goods and/or services the price of which is dependent on fluctuations in the financial market which cannot be controlled by us.
- 10.4.3 You have specifically requested a visit from us to carry out urgent repairs or maintenance.
- 10.4.4 The Contract is for the sale of land or financial services.
- 10.4.5 The Contract is for rental of accommodation for residential purposes.
- 10.4.6 The Contract is for construction or conversion of buildings.
- 10.4.7 The Contract is for gaming, betting and lottery services.
- 10.4.8 The Contract is for accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities where there is a specific date or period for performance.
- 10.4.9 The Contract is for the supply of newspapers, magazines and other periodicals, except for subscription contracts.

11 Complaints

If you have a comment, concern or complaint about any Services you have purchased from us, please contact us by telephone on telephone number 07835390383, by email at team@weshouldcreate.com or by post at 15 Crwys Place, Cardiff, Cardiff, CF24 4NS.

12 Liability and indemnity

- 12.1 We have a duty to supply Services to you that conform to the Contract including a duty to ensure that

- 12.1.1 the Services are carried out with reasonable care and skill
- 12.2 We cannot exclude our liability for a failure to comply with these duties mentioned in this sub-clause. Nothing in these Conditions affects your legal rights if these duties are not complied with. You can obtain advice about your legal rights from Citizens Advice if you need to.
- 12.3 We cannot exclude or limit our responsibility to you for:
 - 12.3.1 Death or personal injury resulting from our negligence or the negligence of our employees
 - 12.3.2 Fraud or fraudulent misrepresentation
 - 12.3.3 A claim for a defective product against us if we do not give you the name of the person who supplied the product to us within a reasonable time of your request for us to do so.
- 12.4 We are responsible for foreseeable loss or damage which you suffer as a result of a breach by us of the Contract or as a result of our failure to act with reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. We are not responsible for unforeseeable losses.
- 12.5 You are purchasing the Services as a consumer. If you purchase the Services for any business purpose including for re-sale, we will not be liable for any business losses, loss of profits, loss of contracts, loss of business opportunities, loss of management time, loss of business data or losses due to interruption of your business.
- 12.6 We will not be responsible for any delay in performing the Services if
 - 12.6.1 we have asked you to provide specified information that is necessary for performing the Services and
 - 12.6.2 you have failed to provide complete and accurate information or you have provided such information later than the date we have asked you to supply it by.
- 12.7 We will not accept liability for any damage caused by pre-existing defects in any fittings, walls, pipes, wiring, gas installations in your premises or to any goods to which we connect or install or attach the Goods unless we have been negligent in not realising that such damage may occur or in the way we did the work.

13 Our rights of termination

We reserve the right to terminate the Contract by writing to you if you fail to make any payment to us when due and you still do not make payment within 14 days of us reminding you that payment is due.

14 Events outside our control

- 14.1 Except for our obligations under this clause, we shall not be responsible for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident outside our reasonable control ('Event Outside Our Control').
- 14.2 We will take all reasonable steps to minimise a delay in performing our obligations to you which arises from an Event Outside our Control.
- 14.3 We will promptly notify you of any Event Outside Our Control which prevents us from or delays us in performing our obligations to you, giving details of it and (where possible) the extent and likely duration of any delay.
- 14.4 Our performance will be deemed to be suspended for the period that the Event Outside Our Control continues.
- 14.5 You may end the Contract after we have notified you of an Event Outside Our Control and we will then refund you any money you have paid to us under the Contract for the Services which we have been unable to deliver to you.

15 Use of personal data

You authorise us to process and transmit your name, address and other personal information supplied by you (including updated information) to

- 15.1 obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity
- 15.2 supply the Goods and Services to you
- 15.3 carry out checks to ensure you have adequate funds and fulfil security and fraud prevention requirements
- 15.4 transmit the payment and delivery information provided by you during the order process (included any updated information) for the purpose of obtaining authorisation from your card issuer
- 15.5 validate your name, address and other personal information supplied by you during the order process against appropriate third party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.
- 15.6 inform you of similar Services we provide, but you may contact us at any time to request that we stop informing you of these.

16 Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

17 Other important terms

- 17.1 We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.
- 17.2 Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.
- 17.3 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 17.4 All Contracts are concluded in English only.
- 17.5 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it 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 your obligations.
- 17.6 A waiver by us of any default shall not constitute a waiver of any subsequent default.

18 Governing law

These Conditions and the Contract are governed by the laws of England and Wales. However, if you live outside England and Wales but within the EU, you are always entitled to any compulsory consumer protections applicable in the country where you live.

19 Governing jurisdiction

You can bring legal proceedings in respect of the Services in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the Services in either the courts of Scotland or England and Wales. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the courts of Northern Ireland or England and Wales. If you live in another country in the EU, you can bring legal proceedings in respect of the Services in either the courts of your home country or England and Wales.

Cancellation Form

Date:

To: Alex Banks

15 Crwys Place, Cardiff, Cardiff, CF24 4NS

Email address: team@weshouldcreate.com

I/We[*] hereby give you notice that I/We[*] cancel my/our[*] contract for:

Order number:

Ordered on:

Received on:

Name(s) of consumer(s):

Address(es) of consumer(s):

Signature of consumer(s):

[*] Delete as appropriate

What to do with your documents

This following pages are to help you - you should separate them from the previous pages.

Terms and conditions

The first document is the terms and conditions for supplying services to consumers. It should be uploaded onto and used in conjunction with your website. On your website you should describe the services that you are supplying and state the prices and other specific details.

Before your customers place their order and click on your 'Pay Now' button, there should be a link to these terms and conditions. Alternatively your customer should have to scroll through them. There should then be an 'I accept' checkbox referring to these terms and conditions. Your website should not allow your customer to proceed with the order unless they have ticked the 'I accept' checkbox.

There is other '**pre-contract information**' that you must provide to the consumer before they make the contract - we have summarised this in the checklist on the next page. We recommend that you provide this information on your website and in the confirmation notice (see below) to the extent that it is not already provided in the terms and conditions and to the extent that it applies to the particular goods/services being offered.

After you have decided to accept the order, send the consumer a **confirmation notice** on a 'durable medium' e.g. by email or post. If you have not yet provided the pre-contract information on a durable medium, you must include it in your confirmation notice. You must send this confirmation notice to the consumer within a reasonable time after the contract is made, and before delivering the goods or starting performance of the services.

Cancellation form

The second document is the model cancellation form that you must provide to your customer along with your confirmation of the order (confirmation notice). You could provide the cancellation form by uploading it onto your website and providing a link to it in the confirmation notice. Alternatively, you could provide it as an email attachment or enclose it in a confirmation notice sent by post. The customer does not have to use it, and may cancel by clearly indicating to you that they wish to do so. If the customer completes and submits the cancellation form to you online, you must send them an **acknowledgement of receipt** on a durable medium without delay.

Checklist of pre-contract information to be supplied to your customer

If you are selling goods and/or services to a consumer via a distance contract, you must give the consumer certain information before they place the order. You must provide this information in a clear, prominent manner that is appropriate to contracting via a website. You should also repeat the information in the order confirmation notice. This is usually an email sent to confirm that you are dispatching the goods or will perform the services. The confirmation notice must be in a durable medium, i.e. on paper, by email or in a form that allows the consumer to store and reproduce it. Note that these terms and conditions are not appropriate for contracts of indeterminate duration or subscription contracts.

The information that must be given to the consumer before they place the order is:

- 1 A description of the main characteristics of the Services
- 2 The total price, including all taxes, or the manner in which the price is to be calculated if the nature of the goods or services means it cannot be calculated in advance
- 3 Delivery and any other costs, where appropriate
- 4 The duration of the contract and minimum duration of the customer's obligations under the contract.
- 5 Whether any delivery restrictions apply and which means of payment are accepted.

In addition, before the consumer is bound by the contract, you must give them the model cancellation form set out in the CCR, a copy of which is found at the bottom of the terms and conditions and the following information. The information must be provided in a clear, comprehensible manner that is appropriate to contracting via a website. It is best to provide this information along with the information mentioned above on the website before the customer places the order. However, you could provide it after the order. At the very latest it must be provided in the confirmation notice.

- 6 Your business name and the geographical address, telephone and fax numbers and e-mail address of your business (included - but we recommend that this is also provided on the website and in the confirmation notice).
- 7 The name and geographical address of any trader you are acting on behalf of (not included - provide on your website and in the confirmation notice).
- 8 How long prices quoted remain valid (not included - provide on your website)
- 9 Arrangements for payment (included but also include on website and in the confirmation notice)
- 10 Arrangements for the delivery of goods or performance of services, including the timeframe. You must deliver goods within 30 days of the purchase if you do not agree a longer timeframe with the customer. You must state any delivery restrictions clearly (not included - provide on your website and the confirmation notice)
- 11 The cost to the customer of communicating with you to conclude the contract when it will be more than the basic rate (not included - provide on your website and in the confirmation notice). You are not allowed to charge the consumer premium telephone rates for any helplines you operate in relation to the contract (e.g. for customer queries, cancellations and complaints).
- 12 If the consumer has a right to cancel, the time limit, conditions and procedures involved in exercising the right to cancel. (Included but you should also consider providing this on your website and a link to that page in the confirmation notice.)
- 13 If you are providing services and the consumer wants you to start performing the services before the end of the cancellation period, you need to ensure you have a request from them and their acknowledgement that they will lose the right to cancel once you have fully performed the services

- 14 Where there is no right to cancel or that right could be lost, a statement to this effect and the circumstances in which the right can be lost (included but provide on your website and in the confirmation notice.)
- 15 That the consumer will have to pay for services received if they ask you to start performing during the cancellation period and then cancel after you have started
- 16 Your complaints handling policy (not included, other than a term that customer should contact you. Include on website and in the confirmation notice)
- 17 Details of any out-of-court complaints redress. If you are required to do so by legislation or any rules of your trade association, you must tell the consumer the name and website address of the certified ADR body to submit the dispute to. See below. (ADR provisions are included but also provide on your website and in the confirmation notice)
- 18 Details of any guarantees or after-sales service (not included - provide on your website and in the confirmation notice)
- 19 Which, if any, codes of conduct apply to you, and where the consumer can get copies (not included - provide on your website and in the confirmation notice)
- 20 The existence and conditions of any deposits or other financial guarantees to be provided by the consumer (not included - provide on your website and in the confirmation notice)
- 21 The technical steps that the customer must follow to conclude the contract.
- 22 A description of the technical means for customers to identify and correct input errors prior to placing an order.
- 23 Whether or not a copy of the contract will be kept by you and if so, if it can be accessed by the customer.
- 24 The languages offered for the conclusion of the contract.
- 25 Details of any professional liability insurance guarantee you may have including the contact details of the insurer or guarantor and the territorial coverage of the insurance or guarantee.
- 26 The main features of the service if these are not apparent from the context.
- 27 Any dispute resolution procedures provided by the professional regulatory body or under the code of conduct that governs your business.