

PLEASE READ BEFORE COMMITTING.

By paying a deposit it is assumed that you have read and agree to all the terms and conditions set out in this document.

## Terms and Conditions

### Love Enca

#### 1. Contract Parties.

- 1.1. This contract is between Love Enca of 20 Chestnut Drive, Great Wyrley, WS6 6LU, and You, the Client.
- 1.2. Contract begins when a deposit is made and ends midnight of the event date for which you book our services.

#### 2. Contact and boundaries.

- 2.1. Methods of contact are telephone, text, email, Facebook messenger (including video calls) and Instagram.
- 2.2. Face to face meetings are by appointment only. The office won't always be staffed, so callers turning up unannounced may have a wasted journey, or may be turned away if we are otherwise engaged/unprepared for your visit.
- 2.3. Our availability is flexible. We aim to mainly be largely available between 9am-3pm for appointments and general communications.
- 2.4. Evening or weekend appointments can be arranged in advance, subject to availability.
- 2.5. Emails, calls, texts (including Social Media private messages), won't be answered after 6pm, until 9am onwards the following working day.

#### 3. Consultations.

- 3.1. Consultations are informal chats to discuss the requirements for your event; to give you the opportunity to view our products in person and to allow us the opportunity to explain our products and processes.
- 3.2. You are not tied into anything at this stage, and are not obliged to book with us. This agreement is only binding once a deposit has been made [See section 5 for clauses regarding Deposits].
- 3.3. Quotes won't be given immediately at the consultation stage. Everyone's requirements differ, so prices vary from person to person based on your wants and needs, so we need time to gather research and add up all the different design elements you require:
  - 3.3.1. There is a price *guide*, but these are subject to change, and alter according to your requirements.
  - 3.3.2. Prices are not based on bias, personal circumstances, or the type of event; but are purely indicative of the decoration chosen, type of card stock, amount of detail included, etc.
- 3.4. Initial consultations are free, but limited to 1 hour.
  - 3.4.1. We offer an additional consultation free of charge, around 6 weeks prior to your event to go over the finer details of the day, and recap our initial discussion.
  - 3.4.2. Any additional meetings requested by yourselves will be charged at £20 for up to 1 hour (excluding collection of orders, for up to 10 minutes per visit).
- 3.5. All consultations are to take place at our office, Love Enca, 20 Chestnut Drive, Great Wyrley, Walsall, WS6 6LU.

#### 4. Quotes.

- 4.1. Upon receiving a quote, this will provisionally reserve our services for 6 weeks from the date stated on your quote letter.
  - 4.1.1. After the provisional 6-week period, we will open our services to other users and we may become unavailable to provide you with all or part of the services outlined in the quote for your event date.
- 4.2. Prices quoted are protected against inflation only once a deposit has been made.
  - 4.2.1. Before a deposit has been made, prices will be retained for 3 months from the date stated on your quote letter. If booking after 3 months of this date (providing we are still available for your event date) then prices will be reviewed and risk an increase.
- 4.3. Items and their quantities are not tied in when paying a deposit. Items quantities may be changed, whole items may be taken off and additional items may be added on throughout our contract [subject to clause 4.3.1].
  - 4.3.1. There is a cut off period of 6 weeks prior to your event for adding/removing items or increasing/decreasing quantities. [See section 6.2 for more terms on our cut off period].
- 4.4. Quotes are laid out into two sections. First section is for Invitations (including Save the Dates and anything else you require in advance to your event date). Second section is for any items you require on the date of your event. Both sections are treated separately when dealing with payments.

#### 5. Deposit.

- 5.1. By paying a deposit it is automatically assumed that you have read, and agree to our terms and conditions. Please speak to us about any clauses that you are not sure about, in order for us to explain or amend within reason.
- 5.2. Deposits are non-refundable.
- 5.3. There is a cooling off period of 2 weeks if you change your mind after booking with us.
  - 5.3.1. If cancelling within this 2-week cooling off period you will receive your deposit back in full providing no samples have yet been made, in which case, we will deduct a fair amount to cover the cost of the samples produced, and part refund any monies left over.
  - 5.3.2. If cancelling after the 2-week cooling off period then a refund will not be issued, but you can have items that equal the amount paid, to either use or sell on yourself.
- 5.4. The deposit reserves our services for your event date and will be used to buy stock for invitation samples, but the deposit amount paid will be offset against the balance for the items you require on the date of the event, and does not count towards any Invitations/Save the Date cards or any other items required *prior* to the event date. Items required prior to the event date are to be paid for separately during production.
  - 5.4.1. An exception to clause 5.4 is if the deposit amount paid exceeds the total balance for items required on the event date. Then the difference will count towards the cost of invitations or any other items required *prior* to the event date.

#### 6. Altering your order.

- 6.1. The quote is itemised but items and their quantities are not tied in when paying a deposit. Even after making a deposit, items quantities may be changed, whole items may be taken off and additional items may be added on.
- 6.2. There is a cut off period of 6 weeks prior to your event for adding/removing whole items or increasing/decreasing quantities. After this 6-week cut off period, it's likely that stock will have been ordered especially for your order, and work may have already been carried out to fulfil your order.

- 6.2.1. If items you wish to cancel after the cut off period have not been completed then we will return any monies left over once any expenses incurred by us have been covered for said items.
- 6.2.2. If items you wish to cancel after the cut off period have been partially completed, then we will return any monies left over once any expenses incurred by us have been covered for said items.
- 6.2.3. If items you wish to cancel after the 6-week cut off period have been completed in full then there will be no offer of a refund and the items are yours to do as you wish.
- 6.2.4. Requests for increasing the number of items already ordered are often anticipated and extra stock is ordered in anticipation of this happening, providing it is a small increase we can often accommodate for the extra items. However, making huge increases after the cut off period, or adding whole items not previously discussed, may not be possible. We will endeavour to try, but this will likely require additional charges for extra postage costs we will incur from our suppliers that we hadn't anticipated, and this cost will be passed on to you. Doing this also involves a risk that the stock in question, may not being delivered in time from the suppliers in order for us to carry out the work needed, and the additional charges will remain in place.

## 7. Cancelling.

- 7.1. See also, section 5 for clauses on deposits. In addition:
- 7.2. In the event you wish to cancel, then any monies paid after the deposit can be returned once our expenses have been covered for any work already carried out, including any stock and attached delivery charges that we have specifically ordered for your order.
- 7.3. For your protection (against any malicious activity) we require you to cancel in any one of the following ways so that we know it is in fact *you* that wishes to cancel:
  - In person, face to face
  - Any method in which we can see it is you wishing to cancel, such as a video call (i.e. messenger)
  - Setting a password at the time of booking and referring to the password to cancel.
  - Putting it in writing along with a scan or photocopy of a form of I.D. (i.e. Driving License/Passport).
- 7.4. Third parties requesting cancellation will not be accepted.
  - 7.4.1. With the exception that if you set a password when booking and they can quote said password.
  - 7.4.2. If in the event that a third party wishes to cancel in the event of the death of one/both of you, then a death certificate will be required as proof before any refund [subject to clause 7.2] will be issued.

## 8. Payments.

- 8.1. Methods of payment accepted are: cash, card (in store only via Visa/Mastercard/Maestro/V Pay/American Express/Android Pay/Apple Pay and Contactless), cheque, bank transfer or PayPal (via Goods and Services).
  - 8.1.1. You don't need a PayPal account to pay via PayPal, all we need is an email address to send an invoice which you can pay with a normal debit/credit card.
- 8.2. First payment due is the deposit [see section 5]
- 8.3. Payments after the deposit are split into instalments- the first group of instalments is for any items you require in advance to your event date such as invitations. The second group of instalments is for the items required on the day of your event.
  - 8.3.1. Invitations (Including Day time, Evening, Save the Dates and extras). These are not covered by the deposit [with one exception, see clause 5.3.1], they are paid for as they are produced and split into two payments:
    - 50% of the cost once your invitation sample has been approved, before any printing takes place.
    - The remaining 50% of the invitation costs on completion.
  - 8.3.2. Items required for the day of the event. This is also split into two payments:
    - 50 % of the remaining outstanding balance, at 8 weeks prior to your event date
    - The remaining 50% (and final) balance, 4 weeks prior to your event date.
- 8.4. You can of course pay off more than is required, at any point before the due instalment as and when you wish.
- 8.5. Payment plans are available if needed, to make more regular, smaller payments spread out equally over our contract period. (This includes a small admin fee to get this set up).
- 8.6. When payments are due, reminders will be sent at least 1 week in advance.
- 8.7. Overdue payments may incur a late penalty fee of 10% interest on the amount that was initially due at the missed deadline.
- 8.8. The final payment for Invitations can be paid either prior to collection by bank transfer/PayPal or upon collection by cash/card.
  - 8.8.1. Cheques can be accepted but items won't be released until the cheque has cleared.
- 8.9. Failure to comply with section 8.7 will result in us not releasing the order until payment has been made.
- 8.10. Failure to pay the final instalment (4 weeks prior to your event date, as set out in clause 8.3.2) on time will result in us halting any work being carried out on your order until that last payment is made in full.
  - 8.10.1. Be aware that if this late payment is left too close to your event date may mean that we are not left with sufficient time to complete your order. In this case, upon receiving the payment you will be left with two options that will be offered to you:
    - 8.10.1.1. Option 1. An extra fee, paid upfront, to cover the cost of extra staff we will need to enable us to complete your order in time. (The additional fee is not a set price; it will depend on your order and how much work is needed to be carried out for us to judge how many staff we will need to make up for lost time).
    - 8.10.1.2. Option 2. Unless opting to pay for additional staff [see clause 8.9.1] you may risk only receiving your order in part, of the items we were able to fulfil in the timeframe left available to us from when the late payment is settled.
  - 8.10.2. We cannot be held accountable for this and accept no responsibility for the consequences of late payments.

## 9. Samples.

- 9.1. Save the Dates are sampled as these are the first item that we would be undertaking work on for your order, so this will set the scheme for us to follow throughout the rest of the order [in accordance with clause 9.4].
- 9.2. Invitations *must* be sampled and approved by you prior to us producing them, due to the amount of detail included in them, regardless of whether the design basis has already been set by Save The Date cards.
- 9.3. Order of Services *must* be sampled and approved by you prior to us producing them, due to the amount of detail included in them, regardless of whether the design basis has already been set by Invitations.
- 9.4. Each sample is produced for YOU to proof read and check that it is absolutely perfect before we produce your order.

- 9.4.1. You must never assume we just know the details of your event, or that errors any have been noticed by us and will be corrected. It is YOUR responsibility to check every detail with scrutiny and inform us of any error, however small you may think it is. Contrary to popular belief, it is *not* an inconvenience for us to make corrections. We want them to be perfect just as much as you do.
- 9.4.2. Once you have checked the sample(s) for any errors, we will reproduce the sample with the corrections for rechecking.
- 9.4.3. We will produce the same sample up to a maximum of 3 times free of charge, so ensure to pick up on as many alterations you require making, in bulk. Further samples will be charged at the unit price quoted on your order for that item.
- 9.4.4. Once the sample is perfect and ready to print, we require you to sign each approved sample along with our 'Print Approval' form to verify that you have proofread the sample and that it is ready for print. By signing you will also be agreeing that If any errors are noticed after the order has been made, and you wish for them to be reprinted that it will be at an extra cost to you. (All this is also explained when you receive any sample during our process).
- 9.5. Requests to just go ahead with producing any items mentioned in section 9, without a sample and attached written approval from you, will be denied. Samples of these items are a must.
  - 9.5.1. Only in some cases can an email/PDF version count as an approved sample. This is if you have already received a hardcopy and approved the décor only, and require minor alteration to the wording.
- 9.6. All samples, including rejected ones, must be returned and the approved samples are kept in your file for us to keep referring back to throughout the process of your contract with us. You can request to have these samples back after our contract has ended.
- 9.7. Items for the day are not typically sampled to you unless we feel the need to, as the design/scheme is often already set earlier on in the process. In cases where we haven't previously taken on work that sets the design/scheme, we may produce one or two samples for each of the day items, and send photos to you for feedback/approval.

## **10. Invitation Orders (including Save the Dates).**

- 10.1. Production of your Invitations will only begin once the following have been completed:
  - The sample has been approved by you by signing our Print Approval form.
  - All samples issued (including rejected samples) have been returned, and the chosen/approved sample has been signed.
  - That first 50% of the balance for invitations has been paid.
  - We have received your guest list.
- 10.2. Once your invitation order has been completed, we will ask you to collect them. We can use a courier if absolutely necessary, however, we advise against this because if in the event the parcel gets lost/damaged it isn't just a case of claiming the cost back, we will lose out on time. Time spent making them and time spent re-doing, and quite often with events we are working to tight deadlines and a lost parcel could be disruptive to the timeframe needed for your event causing you unnecessary stress.
  - 10.2.1. With an exception, see clause 10.6.1.
- 10.3. The final 50% of the invitation cost must be settled before we release the order, so cheques cannot be accepted on the day of handover.
- 10.4. Once the invitations are in your hands, they are your responsibility. We accept no responsibility for any loss or damage once handed over. Replacements will be at an additional cost.
- 10.5. We have no involvement in posting invitations directly to the recipients. Our assignment is to produce the items, for you, only. It is your responsibility to weigh invitations and ensure the correct postage is paid prior to posting. Any duplicates requested to replace stray invitations will be at an additional cost.
- 10.6. After you have received your invitations, you can order additional ones later on for those guests you may have initially forgotten or you have decided to add later on.
  - 10.6.1. In exception to clause 10.2, when only a few additions are made, it is possible for us to send these to you via post if preferred, as it won't cause too much disruption to your timescale should the parcel get lost. Postage and packaging will be extra, and will be sent via tracked and signed for only. Of course, you can still collect in person if preferred.

## **11. Discretion.**

- 11.1. We ask that you keep quoted prices discreet. Prices vary considerably from one client to another depending on chosen decoration and content involved, and discussing prices with seemingly similar items with other users/prospective users can cause confusion and imply that we may be being dishonest in our pricing structure should theirs differ.
- 11.2. We will not discuss your event details or any conversations we have to anyone else, other than any suppliers we need to work with for your event. Your details will be kept discreet [in accordance with section 13].
- 11.3. Any items produced for your event may be photographed and used by us for marketing purposes (social media posts, portfolio, displays in store, displays at fayres, leaflets etc).
  - 11.3.1. Prior to your event date: Invitations won't be shown for any marketing purposes until at least 2 weeks after you have received your invitation order, allowing time for them to be distributed. In any case, all personal and specific event details (date, location, time, RSVP address/phone number/email address etc) will all be blocked out to protect you and your event. Day items won't be fully shown for any marketing purposes prior to your event. We may at times show a glimpse of the items, but we will remain sensitive and discreet at all times being careful not to reveal too much detail and not make any links directly to you revealing the identity of whom they belong.
  - 11.3.2. After the event date: both Invitations and Day Items may be shown for any marketing purposes, after your event date and our contract has ended. All personal details (RSVP address/phone number/email address etc) will be blocked out to protect your personal data.
- 11.4. Redundant samples (after your event and our contract ends) will go on our display but your personal details such as RSVP address/phone number will be blocked out to protect your data.

## **12. Copyright.**

- 12.1. All items designed and made by us will be copyrighted to us. We reserve the right to reuse the same design template for future projects and can be used in our portfolio and displays.

## **13. Privacy Policy.**

- 13.1. Our full Privacy Policy is available on our Facebook page at [www.facebook.com/encastationery](http://www.facebook.com/encastationery)