

# The Embroidery Shed Ltd.

## Terms & Conditions

### Basic Terms & Conditions and Returns Policy

1. These terms and conditions shall apply to all contracts entered into between The Embroidery Shed Limited ("The Embroidery Shed") and its customers.
2. The Embroidery Shed agrees to carry out the requirements of the customer in accordance with written specifications supplied by the customer to The Embroidery Shed and recorded in writing between the parties.
3. Unless otherwise agreed on payment for the goods ordered by the customer shall be made when placing the order and if payment has not been made by the last day of the month following delivery then interest shall accrue thereon at the rate of 8% per annum from the date of invoice.
4. Title or ownership in the goods supplied by The Embroidery Shed to the customer shall not pass to the customer until such time as full payment has been made, full payment being the receipt of cleared funds in respect of the whole order relating to the goods supplied.
5. In the event of the customer wishing to change the design, artwork, or another aspect of the order such a request must be given by the customer to The Embroidery Shed in writing. The Embroidery Shed will use its best endeavours to make the changes in accordance with this request but must reserve the right to charge the customer the additional cost of any such changes arising out of this request and will notify the customer of the costs such as changes at the time of the request. The Embroidery Shed also reserves the right to amend the initial delivery time frame should any changes to an order be required. Orders requiring new artwork will not be started until the artwork is signed by the customer.
6. The Embroidery Shed points out that whether it accepts a return of goods is entirely at its own discretion excepting where the return of goods is as a result of the failure on the part of The Embroidery Shed to supply the relevant goods in accordance with the order. Goods cannot be returned if individual design or embroidery work has been affected on such goods and/or the customer has used the goods and/or itself added the design or embroidery work.
7. These terms and conditions are unless otherwise agreed deemed to apply to all orders and contract arrangements entered into between The Embroidery Shed and the customer including repeat or fresh orders from the customer.
8. For the avoidance of doubt if there should be any dispute under these terms and conditions or the contract between The Embroidery Shed and the customer then such dispute shall be dealt with under English law.
9. The Embroidery Shed points out that these terms and conditions do not in any way remove, restrict, hinder or take away from the customer any of their statutory rights.



[www.theembroideryshed.co.uk](http://www.theembroideryshed.co.uk)

Company Registration: 10699312

Fox Lane Farm, Fox Lane, Holmesfield, Dronfield S18 7WG.

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10. Email discount codes cannot be applied to existing deals such as bundles or wearer packs and can only be used in online transactions.
11. Discount code usage is applied at the sole discretion of The Embroidery Shed.
12. Please note that colours shown may not exactly match the colours on the actual garments. Also, for exact sizing, please check the sizing guide. Please contact us if you have any inquiries.
13. Products specified as no VAT may have additional terms which qualify customers for no VAT, an example is safety footwear, individual purchases not for employees (subject to safety rating) will qualify for no VAT however purchases for employees will require the addition of VAT. It is the responsibility of the customer to make their use known to The Embroidery Shed if subject to VAT charges as individual use will be presumed unless told otherwise.
14. The Embroidery Shed withhold the right to refuse orders, at their sole discretion, for (but not limited to):
  1. (a) Offensive words and slogans  
(b) Offensive graphics and icons
  2. (a) copyrighted material  
(b) copyrighted images or phrases

### The Embroidery Shed Returns Policy

1. You may return any item bought from our standard range\* within 28 days of delivery providing it is in the original packaging and suitable for resale. We will also pay the return carriage costs for exchanges or refunds where the return is our error or the material is deemed to be faulty. Returns can take up to 15 working days to be processed.

Unless incorrectly supplied or deemed to be faulty we cannot accept the return of:

- o Goods that have been embroidered, badged, or printed.
- o Goods that have been assembled in line with your requirements.
- o Goods that have been specially procured in line with your requirements and do not form part of our standard range\*.



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2. Our promise is to uplift unwanted goods from your premises within 5 days of the request being made.
3. The Embroidery Shed reserve the right to attempt to repair/uplift any garments prior to providing a replacement.
4. This does not affect your statutory rights.
5. In the event of goods arriving with production or manufacturing errors, The Embroidery Shed reserves the right to correct these prior to offering a refund, at the sole discretion of The Embroidery Shed

\* Our standard range is any item available on our website and does not include special colours or sizes.

### Delivery

1. All goods are offered subject to availability. Delivery of goods will be deemed to take place at the Purchaser's premises unless otherwise agreed.
2. Every effort will be made to deliver goods on time but no responsibility can be accepted for late or non-delivery.
3. All shortages, damage, production errors, or non-delivery of goods must be notified to us by telephone within 48-hours and confirmed in writing within 3 working days of dispatch.
4. The Embroidery Shed holds no responsibility for items that may be damaged or lost when the customer has requested goods to be left in specific collection locations by DPD e.g. Behind bin.
5. Claims for shortages or non-delivery must be supported by the courier's POD and a delivery note in which the goods have been signed as unchecked, short or damaged as appropriate.
6. By arrangement all deliveries should be carefully checked-in to ensure correct garments are delivered as no responsibility can be accepted thereafter for none or short deliveries.
7. Any damaged parcels should be checked in front of the courier's delivery person and signed for accordingly.



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