

TERMS AND CONDITIONS

1. This document (together with any documents referred to in it) tells you the terms and conditions upon which we sell and supply the goods and services (the Products) listed on this Website (the 'Website') to you.
2. By ordering any of the Products listed on this Website, you agree to be legally bound by these Conditions. You will be unable to proceed with your purchase if you do not accept these terms and conditions as may be modified or amended and posted on this Website from time to time.
3. We reserve the right to revise and amend the Website, our disclaimers and the Conditions at any time without notice to you. Your continued use of the Website (or any part thereof), or your placing of an order, following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions.

Use of the Website

Please refer to our [Website Policy](#)

Privacy Policy

Please refer to our [Privacy Policy](#)

Who You Are Buying From

The term Patchwork Castle or "us" or "we" refers to Christabel Tingay and Melissa Robinson t/a Patchwork Castle, Woodend Creative Workspace, The Crescent, Scarborough YO11 2PW. The term "you" refers to the user or viewer of our Website.

Our Website is only intended for use by customers resident in England, Wales, Scotland and Northern Ireland (the United Kingdom). We reserve the right to refuse to supply goods outside the UK where there is a valid business reason.

Products

We offer four categories of products:

- 'Bespoke' refers to physical items which are commissioned by you and are personalised and made-to-order goods, with your choice of name, fabric, message, design or other customised aspect that makes the item unique to your requirements.
- 'Stock' refer to physical items which are sold to you 'as is' following a listing on our website.
- 'Downloadable Digital Goods' are electronic products which are downloaded by you.
- 'Gift Certificates and Gift Packages'

Prices

- Prices are stated on our Website. For bespoke items a price will be agreed with you as part of the ordering process.
- Unless otherwise stated, the prices quoted exclude VAT (we are not VAT registered) and include delivery costs for delivery within Mainland UK. Where there is an additional delivery cost this will be made clear on the product listing, or when confirming your order.
- We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Products to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before delivery of the goods and/or we have commenced providing the services.

How contracts are formed between you and us

- Each order you place shall be deemed to be an offer by you to purchase the goods and/or services specified within it subject to these Terms and Conditions and the applicable details on the product page.
- No order shall be deemed to be accepted by us until we issue an email acknowledgement. The contract between you and us will relate only to those goods and/or services notified in the email acknowledgement. For bespoke items, the email acknowledgement will also include an order confirmation document. The contract between you and us will relate only to those goods and/or services notified in the order confirmation document.
- Purchases may be paid for by cheque, Paypal, mobile payment or bank transfer. Payment will be debited and cleared before the dispatch of the goods or provision of the service to you.
- Orders for stock items and Gift Certificates and Gift Packages will be supplied within a maximum of 30 days from the date we accept your order.
- Downloadable digital goods will be supplied to you immediately following our acceptance of your order.
- Orders for bespoke items are likely to exceed 30 days. The contract between you and us will continue until the order is fulfilled (or cancelled). For bespoke orders, a 50% deposit must be made to confirm your order. The remaining balance is due in cleared funds before despatch of the finished item/s.
- We may refuse to process a transaction for any reason, refuse service to anyone at any time, or to cancel a confirmed order at our sole discretion. We will not be liable to you or any third party by reason of so refusing or by reason of unwinding or suspending any transaction after processing has begun. In these circumstances, we will bear the costs of returning any clothing or fabrics to you, and refund any monies you have paid.
- Where we are prevented from or delayed in carrying out obligations under these Customer Terms due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, inclement weather, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or an inability or delay in obtaining supplies of adequate or suitable materials then the performance of our obligations shall be postponed for the period of time that the circumstances continue.

Delivery

- The goods will be at your risk from the time of delivery.
- Ownership of the goods will only pass to you when we receive full payment of all sums due in respect of them including the cost of delivery.

Gift Certificates and Gift Packages

- Gift certificates must be redeemed direct with Patchwork Castle;
- Where a Gift Certificate relates to a specific item, the recipient may upgrade to an alternative item from our range at the discretion of Patchwork Castle. An additional payment is likely to be required. If an alternative item is selected of a lower value no change will be given;
- Orders made with Gift Certificates are subject to the prices and turnaround times in place at the time they are redeemed;
- Gift Certificates have no cash value;
- Replacement of lost, damaged or stolen Gift Certificates is at the discretion of Patchwork Castle and subject to verification;

- If an item purchased with a Gift Certificate is returned, if a refund would be due under our normal terms and conditions then this will be given in the form of credit against a further purchase. No cash refund will be given;
- Gift Certificates will expire 2 years from the date of issue;
- In the event of any dispute, the decision of Patchwork Castle is final.

Returns and Exchanges

Physical Goods/ Stock Items

- You have 14 days from receipt of cancellable goods to notify us if you wish to return an item.
- You must notify us by completing a Cancellation Form (you can download one from our website) or in writing to hello@patchworkcastle.co.uk of your decision to cancel.
- You are responsible for returning the goods in saleable condition within 14 days of notifying us of your intention to return. We recommend that you return the goods in appropriate packaging, and obtain proof of postage. Do not destroy or dispose of any product, even if it is faulty, before arrangements have been discussed with us.
- We reserve the right to reduce the amount of money refunded for goods returned which show evidence of use beyond the handling necessary to see whether the goods are as expected, or which are damaged or lost in the post.
- We will process a refund of your order payment and postage cost (standard Royal Mail rates) within 14 days of receipt of your return, subject to compliance with the returns policy Terms and Conditions.

Bespoke Goods

Please note the right to cancel DOES NOT APPLY to personalised, bespoke and made-to-order goods, with your choice of name, fabric, message, design or other customised aspect that makes the item unique to your requirements and therefore cannot be resold, unless they are faulty.

Checking Your Order

- Please check that the details contained in your order confirmation, and other communication with us, are correct. We are not responsible for misspellings or other errors that result from information you supply.
- Payment of your deposit confirms that you agree to be bound by these terms and conditions and to the agreed total price for your order.
- Your order confirmation is valid for 12 months from the date of issue. In the event that you do not supply the clothing, other fabrics, and/or any other details/items required for your order within this time, we reserve the right to cancel your order and retain your deposit payment, or to increase the price for the order to reflect prices at that time.

Estimated Delivery Dates

- If you require an item for a specific date then this will be agreed between you and us prior to our accepting your order. In all other circumstances, we will provide an estimated delivery date before your order is confirmed. This date is an estimate and may be subject to some flexibility.
- You undertake to supply the clothing, other fabrics, and any other details/items required for your order within the timescales identified at the time your order is confirmed. Failure to do this may result in an extension to your estimated delivery date, or your order being moved to the next available delivery slots.

Cancelling Your Order

- You have 14 days, from the payment of your initial deposit, to notify us if you wish to cancel your order for bespoke items. We will process a refund of your order payment within 14 days of receipt of your cancellation, subject to compliance with the returns policy Terms and Conditions.
- **After this time, your initial deposit is non-refundable.** In exceptional circumstances we may agree a cancellation after this date. Where this applies, we may deduct reasonable costs for any work undertaken or costs incurred before your cancellation decision.

Cancellation by Us

- If we are unable to complete your order we will refund your deposit and bear the costs of returning any clothing or fabrics to you, and refund any monies you have paid.

Once Work Has Begun

- **After we have begun work on your order it cannot be cancelled by you, and you will become liable for the remaining balance.** The ordered item remains our property and will not be supplied until the full balance has been received in cleared funds.

Downloadable Digital Goods

- **All sales of downloadable digital products are final. You will not have the right to cancel once a download has started.**
- We may offer an extended guarantee period on certain products. If you wish to claim a refund you must notify us in writing to hello@patchworkcastle.co.uk.

Governing Law and Jurisdiction

- The Website is controlled and operated in the United Kingdom.
- Every purchase you make shall be deemed performed in England and Wales.
- The Conditions and any Contract brought into being as a result of usage of this Website will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Comments and Complaints

- If you have a comment, concern or complaint about any Products you have purchased from us, our Website or any other matter please contact us via email at studio@patchworkcastle.co.uk or by post at Woodend Creative Workspace The Crescent Scarborough North Yorkshire YO11 2PW.

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