# design by **nico**

# **Terms & Conditions**

# 1. Payments

We accept Visa, MasterCard, American Express, Discover, or regular account payments all through PayPal. All transactions will be in Sterling. Prices exclude shipping charges and other charges when applicable. Ordered items will only be dispatched after full payment is received unless otherwise agreed.

# 2. Shipping

We aim to dispatch the stocked items in 3-5 days after the confirmation of your purchase. Made to order products will be dispatched as soon as they are ready, which will be four to six weeks after the order is made.

# 3. Important information for customers from outside EU countries

If your order is to be delivered outside the European Union, it may attract import duty and local sales taxes, which customers will need to pay on receipt of the shipment. Any additional charges for customs clearance must be borne by you. These rules vary by country and your local government determines duty and customs charges, so you should contact your local customs office for further information.

# 4. Returns & exchanges

If you are in any way unhappy with your goods you may send them back for an exchange or a full refund. This doesn't include for any of the made to order products and for bespoke items. Please contact us immediately before you do and we asked you to attach photographs of proof.

Items should be returned within 14 days of dispatch. We ask that you return the goods unused. We request that you please enclose the invoice supplied with your delivery.

Designbynico cannot refund or exchange used or customer damaged items (statutory rights not affected). Please note that we are not responsible for return

#### postage.

When you return goods, please retain proof of posting from your shipper. Without this we cannot be responsible for any items that fail to reach us.

Once the return of a good has been agreed upon, reimbursement of the invoice will occur after the good has been returned to Designbynico.

#### 5. Liability

Designbynico is in no case liable for loss/damage caused by 3<sup>rd</sup> parties hired by Designbynico, except when there can be said to be intent of gross culpability.

#### 6. Privacy

We will not divulge your email, postal address or telephone number.

We may contact you either by post, email or telephone, primarily as customer service following up on any issues with an order or to answer any questions you may have.

We will not pass on your e-mail address to any other company or 3<sup>rd</sup> parties.

# 7. Product description

We have made every effort to ensure product photographs, description and details listed on the site are accurate. However, considering all Designbynico products are handmade, slight differences in colour and texture may occur.

# 8. Intellectual Property

All design, drawings, illustrations, products as well as all other information provided by Designbynico to customers will remain our property, with the exception of potential applicable property rights. Without our expressively written permission the customer is prohibited from copying or causing to copy this information or making it available to 3<sup>rd</sup> parties.

# 9. Location and Sale

Designbynico products cannot be sold at a different location than the one the order was placed for. If you wish to sell Designbynico products on your web shop or in your store, you should contact us beforehand.

#### 10. Agreement

By placing an order, you state that you are familiar with and agree to these terms and conditions.