

Platos Girl Ltd

Terms & Conditions

1.1 Definitions. In these Conditions, the following definitions apply:

Working Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 11.6.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person, firm or buyer purchasing the Goods from the Supplier on behalf of a business, sole trader, charity, corporation, education establishment, or organisation for re-sale or use by a team, organisation, choir, school, charity etc.

Force Majeure Event: has the meaning given in clause 10.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods as received through the online ordering process; as set out in the Customer's purchase order form or in the Customer's written acceptance of the Supplier's Sales Order Confirmation as the case may be.

Specification: any specification for the Goods, including any related designs or drawings that are agreed in writing by the Customer and the Supplier.

Supplier: (we/us/our) we are Platos Girl Ltd, Bridgend House, Park Road, Milnthorpe, Cumbria LA7 7AN registered in England and Wales with company number 12338536. Our registered office is C/o SJW Accountants, Clawthorpe Hall Business Centre, Burton In Kendal, Carnforth, Lancashire LA6 1NU.

1.2 Construction. In these Conditions, the following rules apply:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors or permitted assigns.

(c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to writing or written includes faxes and emails.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 In certain circumstances the Order shall only be deemed to be accepted when we have issued a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by us which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter, or advertising produced by us and any descriptions or illustrations contained in our catalogues, brochures or on our website are produced for the sole

purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6 A quotation for the Goods given by us shall not constitute an offer. A quotation shall only be valid for a period of 30 Working Days from its date of issue.

3. Goods

3.1 The Goods as described on our website our catalogues or brochures or as modified by any applicable Specification.

3.2 To the extent that customised Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the Specification supplied by the Customer. This clause 3.2 shall survive termination of the Contract.

3.3 We reserve the right to amend the specification of the Goods or Specification if required by any applicable statutory or regulatory requirements.

3.4 All goods featured on our website are for illustrative purposes only since colours can vary slightly depending on the device used to view them and we do not accept responsibility for these technical variations. The supply of goods is subject to availability. Garment sizes are approximate only and we accept no liability for any issues regarding the sizing of Goods. The Customer shall ensure the sizing is correct before ordering or for printing, embroidery or processing in any way.

4. Delivery

Our Terms & Conditions are FOB Shipping Point. This means responsibility for the goods passes to the buyer when the goods leave our premises by mail or courier whose contact details appear on the website although the courier may change from time to time without prior notice. The buyer should contact the courier direct if any issues occur during transit. We will assist the buyer where we can in the resolution of issues but for the avoidance of doubt we will not be responsible for any losses or damages direct or consequential or howsoever incurred during the shipping process.

4.1 To alleviate issues we will ensure that:

(a) each delivery of the Goods is addressed as per the Customers instructions and accompanied by a delivery note which shows all relevant Customer and Supplier reference numbers, the delivery address, the type and quantity of the Goods (including the code number of the Goods, where applicable), and special storage instructions (if any). Outstanding balances of Goods will be notified in writing in advance or on day of delivery wherever possible.

4.2 Goods shall be delivered to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time up to the date when, where applicable, we notify the Customer that the Goods are ready.

4.3 Delivery of the Goods shall be completed on the Goods arrival at the Delivery Location.

4.4 Any dates quoted for despatch are approximate only, and the time of despatch is not of the essence. We shall not be liable for any delay in despatch of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Customer fails to take or accept delivery of the Goods within five (5) Working Days of shipment, then, except in the instance of Force Majeure:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth Working Day following shipment; and

(b) if the goods are returned to us we may store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

4.6 If ten (10) Working Days after the day on which we notified the Customer that the Goods have

shipped and the Customer has not taken or accepted delivery of them, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.7 The Customer shall not be entitled to reject the Goods if we have delivered up to and including 5% more or less the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered. If the Customer requires exact quantities of Goods it is the responsibility of the Customer to inform us and we will do our utmost to comply with the request but shall not be held responsible for any short delivery.

4.8 We reserve the right to deliver the Goods by instalments, which may be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Title and risk

5.1 Risk in the Goods shall pass to the Customer at the point of the Goods leaving our premises by mail or courier.

5.2 Title to the Goods shall not pass to the Customer until we receive payment in full (in cash or cleared funds) for the Goods and any other goods that we have supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

5.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as our property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify us immediately if it becomes subject to any of the events listed in clause 7.2; and
- (e) give to us such information relating to the Goods as we may require from time to time.

5.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 7.2, then, without limiting any other right or remedy we retain the right:

- (i) to require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- (ii) if the Customer fails to do so promptly, we or our agents may enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6. Price and payment

6.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in our published price list or as specified on our website in Pounds Sterling at the date of purchasing, or ordering, or shipment.

6.2 We may, without notice, increase the prices of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give us adequate or accurate information or instructions.

6.3 The price of the Goods is identified separately to the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

6.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer

shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

6.5 The Customer shall pay the invoice in full and in cleared funds in advance by debit/credit card, bank transfer or sterling cheque. Returned cheques are charged at £35.00 GBP to cover bank administration costs. Credit Accounts are available subject to status, credit check and regularity of ordering.

6.6 If a Customer wishes to make a payment by Bank transfer from overseas he or they should email help@platosgirl.co.uk for IBAN and BIC numbers which must be used when sending your payment. All payments must be in Sterling. When transferring monies the Customer must ensure that we receive the FULL amount requested in settlement of Customer Order confirmation/invoice. The Customer's order will not be shipped until the full amount is paid. The Customer is responsible for any additional bank charges applied by that bank and the Customer should make this clear to that bank when organising the transfer.

6.7 If the Customer fails to make any payment due to us under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

6.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any other rights or remedies we may have, set off any amount owing to us by the Customer against any amount payable by us to the Customer.

6.9 Volume sales discounts will be based on our Standard Retail Price list (SRP), on view on the website, and not on any discounted or offer price/'s which may vary from time to time.

7. Termination and suspension

7.1 If the Customer becomes subject to any of the events listed in clause 7.2, we may terminate the Contract with immediate effect by giving written notice to the Customer.

7.2 For the purposes of clause 7.1, the relevant events are:

- (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (e) (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

- (g) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 7.2(a) to clause 7.2(f) (inclusive);
- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- (k) the Customer's financial position deteriorates to such an extent that in our opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

7.3 Without limiting our other rights or remedies, we may suspend provision of the Goods under the Contract or any other contract between the Customer and us if the Customer becomes subject to any of the events listed in clause 7.2(a) to clause 7.2(l), or if we reasonably believe that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

7.4 On termination of the Contract for any reason the Customer shall immediately pay to us all of our outstanding unpaid invoices and interest.

7.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

7.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

8. Claims and returns policy and procedure

8.1 The Customer shall inspect the Goods forthwith upon delivery or deemed delivery and shall within five (5) days of such delivery (and time shall be of the essence) notify us in writing of any matter or thing by reason whereof the Customer alleges that the goods are not in accordance with the contract.

(a) Replacements for faulty garments will not be authorised if the Customer has customised, altered, damaged or soiled the garments in any way.

8.2 The return of any Goods will not be accepted unless we or our authorised representative shall first have had the opportunity of considering the Customer's reasons for returning the Goods and to accept the return thereof. If the Customer shall fail to give notice as aforesaid the Goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be deemed to have accepted the Goods.

8.3 No exchanges will be given.

8.4 All transportation fees charged are non-refundable.

8.5 Returns are subject to the following conditions being met:-

Customised Goods

All customised orders must be checked for shortages and / or faults within five (5) working days and any issues must be notified within a maximum of ten (10) working days. We will not be held responsible for any issues notified after this period.

Printed, embroidered or processed Goods will not be accepted back for returns under any circumstances unless proved to be technically faulty.

Garments with print must be washed at the recommended temperatures; care must be taken to reverse a garment when ironing over the printed area(s). Tumble drying is not recommended. We

will not be responsible for damage caused when recommended instructions have been ignored or not requested.

A handling fee of 15% will be charged by us if the order is cancelled or garments are changed after your proof has been approved.

Returns charges: Collection at our expense will only be agreed if the goods or processes are proved to be faulty.

In the event that our carrier arrives to collect returns and they are unavailable to collect a surcharge of £15.00 per failed collection will apply.

9. Limitation of liability

9.1 Nothing in these Conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;

9.2 Subject to clause 9.1:

- (a) we shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) our total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.
- (c) Any typographical, clerical or other error or omission on our website, sales literature, catalogue, price list, or other document issued by us shall be subject to correction without any liability on our part.

10. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

11. General

11.1 Assignment and other dealings.

- (a) We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without our prior written consent.

11.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by

prepaid first class post or other next working day delivery service, commercial courier, fax or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2(a); if sent by prepaid first class post or other next working day delivery service, at 9.00 am on the [second] Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Working Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.3 Severance.

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If [one party gives notice to the other of the possibility that] any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.4 Waiver.

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.5 Third party rights.

A person who is not a party to the Contract shall not have any rights to enforce its terms.

11.6 Variation.

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by us.

11.7 Governing law.

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

11.8 Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).