

# IT'S WRITTEN IN STONE

## COMMISSION TERMS AND CONDITIONS

### I. DEFINITIONS

1.1 When the following words are used in these Terms with capital letters, this is what they will mean:

- (a) **Carving:** the product we create for you as a result of our skill and knowledge in combination with and including either Our Material or Your Material as set out in the Order;
- (b) **Drawings:** all sketches, drawings or designs prepared or produced by us in respect of the Carving;
- (c) **Order:** your acceptance of the Quote for the Carving;
- (d) **Our Material:** the material provided by us at your request in connection with the Carving;
- (e) **Quote:** our quotation for the preparation and delivery of the Carving which will include final Drawings;
- (f) **Site:** the current or intended location of the Carving;
- (g) **Terms:** the terms and conditions set out in this document;
- (h) **we/our/us:** Elisabeth Ashbridge trading as "IT'S WRITTEN IN STONE" of Chalkhill Cottage, 30 The Street, All Cannings, Wiltshire SN10 3PA; and
- (i) **Your Material:** the material provided to us by you in connection with the Carving.

1.2 When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

### 2. OUR CONTRACT WITH YOU

2.1 These are the Terms on which we supply the Carving to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Quote and in these Terms are complete and accurate, before you accept the Quote and place your Order. If you think that there is a mistake, please contact us to discuss, and please make sure that you ask us to confirm any changes in writing to avoid any confusion between you and us.

2.3 If any of these Terms conflict with any term of the Order, these Terms and the Quote (amended as appropriate) will take priority.

2.4 The images of the carvings and materials on our website are for illustrative purposes only. Although we have made every effort to display the carvings and materials accurately, we cannot guarantee that the images accurately reflect the carvings and materials. Your Carving may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our carvings are handmade, all sizes, weights, capacities, dimensions and measurements may vary.

2.5 Time is not of the essence. Due to the variable nature of the work you cannot rely on any time estimate provided by us.

### 3. CHANGES TO ORDER OR TERMS

3.1 As the Carving is made to your specific requirements, you will not be able to **cancel** an Order once it is made.

3.2 However, you may make a **change** to the Order at any time before the work is started by us but not after this time by contacting us and agreeing the changes. This is because each one of our carvings is bespoke and tailored to your particular requirements. Where this means a change in the total price of the Carving, we will notify you of the amended price in writing and reissue our Quote.

3.3 If you make a change to the Order under the clause above we will revise our draft designs up to a maximum of two times without charge. After this we will be entitled to be paid for the time already spent by us in preparing the detailed Drawings and consulting with you to finalise the Quote whether or not work has started on the Carving. Our time spent will be charged to you in accordance with our current hourly rates, details of which are available on request.

#### 3.4 PERSONALISED CARVING

3.5 We shall make the Carving according to the requirements you provide us. You can find information and tips on how to provide these on our website, or by contacting us.

3.6 Please make sure your measurements and other information are correct and accurate. Unfortunately, we cannot accept the return of a Carving if the reason for the return is because you provided us with incorrect information. However, this will not affect your legal rights as a consumer in relation to a Carving that is faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

3.7 You indemnify us for any losses incurred by us in respect of third party intellectual property (including, but not limited to, copyright) which you have provided to us for inclusion on the Carving. You also agree to indemnify us against any claim that may be made against us by a third party in connection with work prepared for you by us which was based on Your Material or information provided by you to us.

3.8 Notwithstanding incorrect information (or a fault in Your Material) provided by you to us in connection with the Carving you will still be liable to pay the full price for the Carving. You will indemnify us in respect of any losses incurred by us and be solely responsible for any costs, claims, losses, damages or expenses arising out of or resulting from any problems with or the inappropriateness of the Site.

- 3.9 We will liaise with you in respect of an estimated delivery date, collection date and/or the fixing position of the Carving at your Site (if applicable). For the avoidance of doubt we may provide fixings but will not be responsible for fixing the Carving on the Site.
- 3.10 You acknowledge that we have no responsibility for obtaining or qualifying for all necessary consents and costs in relation to the Carving and its position on the Site including but not limited to listed building consent, Diocesan Advisory Committee consent and consents from other ecclesiastical authorities.
- 3.11 The Carving will be your responsibility from the completion of delivery or collection by you.
- 3.12 You will only own the Carving once we have received payment in full for the Carving.
- 3.13 You shall provide us with access to your Site (if applicable) and all reasonable safety precautions shall be taken by you in respect of our work on your Site.
- 3.14 All rights, title and interest in and to the Drawings (including but not limited to copyright) shall remain with us at all times.
- 3.15 You agree we are entitled to record images (including but not limited to photographs) of a Carving before and after payment and to use the Carving and such images to publicise our business. If these images reveal the Site we will not use such images without your prior consent.
- 4. NATURAL PRODUCT**
- 4.1 You acknowledge that whether we provide Our Material or where you provide Your Material this is a natural product and may deteriorate over time due to exposure to weather or may have latent defects which could not reasonably have been detected by us.
- 4.2 We are not liable to you for any defect in Your Material.
- 5. PRICE AND PAYMENT**
- 5.1 We may require a deposit from you in respect of Our Material ordered by you and included in the Order which will be set off against the payment due on delivery.
- 5.2 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of National Westminster Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 5.3 We do not accept payment by debit or visa cards.
- 6. OUR LIABILITY TO YOU**
- 6.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a reasonably foreseeable result of our breach of the Terms or our negligence. Loss or damage is reasonably foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
- 6.2 We do not exclude or limit in any way our liability for:
- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
  - (e) defective products under the Consumer Protection Act 1987.
- 7. INFORMATION ABOUT US AND HOW TO CONTACT US**
- 7.1 We are a business run by Elisabeth Ashbridge, a skilled stone mason trading as "IT'S WRITTEN IN STONE". Our address is Chalkhill Cottage, 30 The Street, All Cannings, Wiltshire SN10 3PA. Our website address is [www.itswritteninstone.co.uk](http://www.itswritteninstone.co.uk).
- 7.2 If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning 01380 860947 or by e-mailing us at [itswritteninstone@gmail.com](mailto:itswritteninstone@gmail.com).
- 8. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 8.1 We will only use the personal information you provide to us to:
- (a) provide the Carving;
  - (b) process your payment for such Carving.
- 8.2 We will not give your personal data to any third party.
- 9. OTHER IMPORTANT TERMS**
- 9.1 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 9.2 These Terms are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.