



Terms & Conditions

Amended January 2021 to reflect Brexit matters and to add clarification with respect to shipping issues.

About Us

Spotlight Stationery is a trading name of RMHT Trading Ltd, a company registered in England and Wales whose registered office is at 37 Copt Elm Road, Cheltenham GL53 8AG.

The company is registered at Companies House number 09883797, and with HMRC VAT registration number GB54992948.

The websites www.spotlightstationery.co.uk and www.spotlightstationery.com are owned and operated by: RMHT Trading Ltd.

We may be contacted at the following email address.

Email: hello@spotlightstationery.co.uk

General

These terms and conditions are to be read in conjunction with the relevant part of the website relating to the particular product(s) in question, which are hereby deemed incorporated herein; these include, without limitation, product descriptions, prices and specifications, and any care guidelines both for their use and storage

These terms and conditions are governed by the laws of England and Wales and any dispute connected with this site is subject to the exclusive jurisdiction of the English courts. Spotlight Stationery may change these terms and conditions from time to time. We shall try to notify visitors to the site of any material changes, but you are advised to check back from time to time to confirm the latest version; you will be bound by changes even if you do not revisit this page to check for any updates.

Placing an order (the contract)

- 1.1 Spotlight Stationery (RMHT Trading Ltd) is a UK based company, and this contract is covered by English law. By placing an order with us, you agree to and accept these terms.
- 1.2 When you place an order with us, you are making an offer to buy goods. When you subscribe or shop for a product, the e-commerce suite automatically confirms that we have received your order and takes payment.
- 1.3 In the unlikely event that the goods are no longer available, or that we have made a pricing mistake, we will advise you of this and a full refund will of course be honoured, or alternative arrangements made.
- 1.4 The details of your order will be kept on our e-commerce platforms for customers' record keeping; to help resolve any dispute and to ensure we comply with UK tax authority record keeping requirements.
- 1.5 By placing an order you guarantee that you are at least 18 years old and that the information you supply is true and accurate.

Monthly subscriptions:

- 2.1 Monthly subscriptions are collected around the 1/2nd of each month, and despatched on or about the 22/23rd of each month. Dates may vary slightly due to holidays etc.
- 2.2 If you order before the Despatch Date in that month (e.g. you order on 5 June), then we will send your first delivery on that Despatch Date (e.g. on 23rd June), and thereafter we will take payments on or around the first of each month (e.g. starting 1st July) with the delivery to follow on the Despatch Date that month; or
- 2.3 If you order on or after the Despatch Date in that month (e.g. you order on 24 June), we will send your first delivery on the Despatch Date in the next month (e.g. 23rd July) and your monthly payments will be taken monthly starting on or around the first day of the month after that (e.g. starting 1st August).
- 2.4 We will continue to take payments until the subscription is cancelled. See section 7 below.

For subscriptions of longer than one month:

- 3.1 If you order before the Despatch Date in a month (e.g. you order on 5th June), then your first subscription period will be deemed to run from the first day of that month (e.g. 1st June); or
- 3.2 If you order after the Despatch Date in a month (e.g. you order on 23rd June), then your first subscription period will be deemed to run from the first day of the next month (e.g. 1st July).
- 3.3 The second and subsequent payments will be taken on or around the first day of each new subscription period, ie the 2nd of the month.
- 3.4 Your subscription will continue to be auto-renewed for the same subscription period which you signed up to unless you cancel your subscription by following the instructions on our site:
- 3.5 You can cancel a monthly subscription at any time.
- 3.6 Note that cancellation does not give rise to any refund for subscription products which have not yet been dispatched. This clause does not affect your legal right to cancel set out in section 2 above.
- 3.7 We may cancel this agreement immediately by email notice at any time if any amount due to us is unpaid, or unjustifiably charged back, or if we discontinue any relevant product or this service as a whole.
- 3.8 If either party cancels this agreement: Subject to the other terms of this agreement, we will supply any goods for which payment was taken before the date of cancellation. Accrued rights and liabilities are unaffected. All clauses in this agreement which are stated or intended to continue after cancellation will continue to apply.
- 3.9 You must contact us immediately with full details if you dispute any payment.

Discount codes

- 4.1 We may offer discount codes from time to time. All discount codes refer to the price excluding delivery charges. Such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered and are not transferrable or redeemable for cash. Unless otherwise stated: codes (1) are only available for future new orders placed online, (2) cannot be used retrospectively and (3) can only be redeemed once per customer. Also you cannot use more than one discount code per transaction unless we state otherwise. We reserve the right to reject any discount code if we consider that it is being used in breach of these terms.
- 4.2 Discount codes are subject to any additional specific terms and conditions which are specified at the point of issue. We reserve the right to discontinue or otherwise modify any discount codes at any time without prior notice.

Website representation

- 5.1 Images of products on this website are for illustrative purposes only. For subscriptions, the forthcoming box is intentionally a surprise package, and so no description is available for the forthcoming month. For past boxes or shop based items the goods may vary slightly from the image shown on the website.
- 5.2 We have made every effort to display as accurately as possible the colours of our products that appear on this website. However, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the actual goods.
- 5.3 Whilst we try to be as accurate as possible, all information provided is approximate and is provided in good faith.

How to place order and cost information

- 5.4 You can use our website to place an order by selecting the product you wish to buy and adding it to your basket. Items you do not require can be removed from your basket at any time.
- 5.5 The prices are in Pounds Sterling (GBP) and include VAT for UK customers only. The buyer accepts full responsibility for checking the exchange rate used by their bank or credit card company if purchasing with another currency.
- 5.6 Carriage charges will be shown prior to you placing your order, and vary according to the destination country to reflect carriage charges for different world zones.
- 5.7 You will be required to pay for the goods in full at the time of ordering, unless prior arrangements have been made.
- 5.8 We use secure payment facilities for online purchases. You can pay for your order by Visa, MasterCard or PayPal; or you can make arrangements to pay by bank transfer.
- 5.9 Promotional prices only apply during the period stated.
- 5.10 Once your order has been confirmed, changes may not be possible or may incur additional charges or delays.
- 5.11 Once your order is complete the order will be shipped in accordance with the website's shipping information.

Delivery & Carriage Charges

- 6.1 Goods will be dispatched on the date quoted on the website for subscription orders, or within 5 days for a direct sale. Deliveries may be delayed in accordance with paragraph 6.11 and 6.12 below
- 6.2 All deliveries will use the UK postal service Royal Mail within the UK, and the Royal Mail's partner postal services in other countries for non UK deliveries.
- 6.3 We can deliver anywhere in the world, but we reserve the right to avoid countries where the postal services are deemed by us to be unreliable, or are prohibited by the UK government.
- 6.4 We will post the goods to the address you specify on your order. We cannot be responsible for addresses that are entered incorrectly by the customer.
- 6.5 Most of our products are relatively light and measure 235 x 165 x 23mm and will fit through a standard letter box. For larger items, alternative arrangements can be made. Please contact us to discuss
- 6.6 Disposal of packing materials is your responsibility.
- 6.7 Please note that for non UK addresses, national customs may open and inspect the contents of the box. Damage may result as part of this inspection that we are not responsible for. Please contact us to discuss further if this occurs.
- 6.8 If you change the delivery address once the goods have been dispatched to you, we reserve the right to pass on any extra charges made by our carriers for redirecting your delivery if the carriers are able to make the change. This will delay your delivery.
- 6.9 Please check the goods on delivery - if the goods are damaged in anyway, please digitally photograph them and email the images to us, and we can discuss alternative arrangements.
- 6.10 If the goods are lost or damaged please report this to us and we will check delivery and proof of posting.
- 6.11 Deliveries are made by the customers' postal service for their country; we cannot be held responsible for non delivery due to postal issues within that country; e.g. postal strikes.
- 6.12 Sometimes, for reasons beyond our control, we may be prevented from delivering your goods as planned. These might include things such as accidents, breakdowns, fire, flood, storm, severe weather, acts of god, war, riot, civil commotion, malicious damage or the default of our suppliers. We are not responsible where this causes a delay or failure in delivering your goods.
- 6.13 Please note that delivery can now be tracked within the UK. For other countries we may be able to make an arrangement if required. Please contact us for details.
- 6.14 The value of items shipped outside the UK is likely to be below the threshold for custom duties for many countries but we cannot determine this in advance, nor are we responsible for any duties or taxes payable. Customers may therefore be charged a small customs duty, which is payable by the customer.

Cancellation and returns

- 7.1 This policy does not apply to goods ordered by businesses which are exempt from the Distance Selling Regulations, or the following goods which are exempt from the right to cancel:
 - Any items which have been custom made, such as branded stationery outside of the options listed on our website.
- 7.2 You can cancel your subscription at any time. To do this use the option in the website. We are unable to accept cancellations by phone or email, but please contact us in case of difficulties in using the cancellation option within the website.
- 7.3 You do not have to give any reason for cancellation. However, a brief explanation will help us to improve the service we offer to customers in the future.
- 7.4 If you cancel after the goods have been dispatched, and wish to return them, then you must return the goods within 14 days of cancellation, complete with the original packaging to us at your own expense. You must ensure that the goods are packaged adequately to protect against damage.
- 7.5 If you fail to return the goods, or fail to take reasonable care of the goods before they are returned to us, and this results in damage or deterioration, we will charge you for the reduction in value.
- 7.6 We will refund all monies paid to us less any costs due under this contract. Please see point 5.1 for exemptions.
- 7.7 This cancellation policy does not affect your legal rights - for example, if goods are faulty or misdescribed.

Faulty Goods / Guarantee

- 8.1 If there is a problem with the goods, please notify us by email providing details of the problem. In addition, you must provide us with a digital photograph of the problem as this saves you having to return the goods for inspection. We will deal with the matter in accordance with your legal rights. Please see points 8.10 and 8.11 for time restrictions.
- 8.2 Most goods are covered by a manufacturer's warranty against faulty workmanship and materials, subject to the terms and conditions of that warranty. If there is any problem with a product please refer back to us and investigate the issue

- 8.3 The manufacturer's warranty is provided in addition to the rights that the law says you have as a consumer and accordingly, your statutory rights are not affected.
- 8.4 If an exchange is necessary, this will be arranged without unreasonable delay and without charge. Replacement goods will not be dispatched until either an indicative digital image is supplied by the customer, or the original goods have been received at our office and checked.
- 8.5 The cost of returning goods to us is your responsibility, however on inspection we will refund your reasonable postage costs, providing that the goods are found to be faulty. If the goods are not faulty, we will return them to you, however you will be required to cover our reasonable postage costs.
- 8.6 If an item is no longer available we will offer an alternative. However, our liability will be to replace the faulty goods only and we are unable to guarantee an exact match. In this instance, you will have the option of a refund on the items under the warranty claim.
- 8.7 Where we replace faulty goods you are responsible for their disposal if they have not previously been returned to us.

Liability

- 9.1 The products sold on this website have been designed to comply with all relevant UK legislation. We cannot warrant or represent that they comply with any legal requirement outside the UK.
- 9.2 To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the goods and/or services again or payment of the costs of having those goods and/or services supplied again. We accept no liability for any loss whatsoever including consequential loss suffered by you arising from product/s we have supplied.
- 9.3 You must give us a reasonable opportunity to remedy any matter for which we are liable before you incur any costs remedying the matter yourself.
- 9.4 We are not responsible for any loss or damage caused by us or our employees or agents in circumstances where: a) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents; b) such loss or damage was not foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract); c) such loss or damage is caused by you, for example by not complying with this agreement. You will be responsible to us for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement (subject of course to our obligation to mitigate any losses).

Website Content

- 10.1 Users have a personal, non-transferable, non-exclusive right to access and use the content of this Website subject to these Terms and Conditions. The term content means all information, text, images, data, links, software, or other material accessible through the website or services, whether created by us or provided by another person for display on the website or through the services. The content may contain typographical errors, other inadvertent errors or inaccuracies. We reserve the right to make changes to document names and content, descriptions or specifications of products or services, or other information without obligation to issue any notice of such changes. You may view, copy, download, and print content that is available on this website or through the services, subject to the following conditions: The content may be used solely for internal informational purposes. No part of this website or its content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose. The content may not be modified. Copyright, trademark, and other proprietary notices may not be removed. Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this website or any content displayed on this website, through the use of framing or otherwise, except: (a) as expressly permitted by these terms of use; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of material displayed on this website.
- 10.2 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use this site. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from the website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output. IF YOU DECIDE TO ACCESS ANY OF THE THIRD PARTY WEBSITES LINKED ON THE SITES, YOU DO SO ENTIRELY AT YOUR OWN RISK.
- 10.3 You acknowledge that you are solely responsible for all electronic communications sent from your computer to us. You must use the site for lawful purposes only.

Security

- 11.1 When you register to participate in Spotlight Stationery services on this website, you will be required to establish a login identifier and a password. You are responsible for protecting your login and password from unauthorised use, and you are responsible for all activity that occurs on your account (including without limitation financial obligations). You agree to

notify us immediately if you believe that your login or password has been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your login and password.

Privacy

12.1 You acknowledge and agree that we may process your personal data in accordance with the terms of our privacy policy available on the website.

Disclaimers

We endeavour to ensure all information on our website is correct, however, we do not warrant the accuracy and completeness of this. We may make changes to any information, products, descriptions and prices on our website, at any time without notice. The information and material on our website may be out of date, and we make no commitment to update. Whilst we have taken all due care in providing the information on our website, we do not provide any warranty either express or implied including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded. We also take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however, we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.

Indemnity

By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website or products.

Law and Jurisdiction

13.1 This Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.

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