

# Inkly Terms & Conditions

Thanks for visiting Inkly. We'll do all we can to ensure you have an enjoyable shopping experience, and that you are completely happy with your cards or gifts.

## Introduction

These terms and conditions (the "Terms") set out your rights and obligations, and those of Megaphone Limited ("we" or "us"), in relation to this website, [www.inkly.com](http://www.inkly.com) (the "Website"), any Inkly application that you access (the "App") and any products, services and material of any kind available through the Site, the App or us (the "Services").

We are a company registered in England and Wales under registration number 08190890 under the name Megaphone Limited; the address of our registered office is Units Gooch & Co, 95 High Street, Beckenham, Kent, BR3 1AG.

When we refer to "Inkly" in these Terms, we mean us, the Site, the App and/or the Services, according to the context.

By registering with Inkly, you accept that you are entering into a contract with us under these Terms. People who register with Inkly establish an "Account", and become "Users". Visitors to Inkly who do not register with Inkly, but who nevertheless use the Site or download the App, affirm that they are bound by these Terms each time they access Inkly.

You must be at least 16 years of age to use this website or the app.

If you do not agree to these Terms, you must not use this Website or the App.

You should be aware that these Terms may change from time to time in accordance with section 12 below.

You will be able to access most areas of Inkly without registering your details with us. Other areas, and the opportunity to place orders with us, are only open to you if you register. I agree to the Terms & Conditions and Privacy Notice, and I am 16 years or older.

## Ordering from us

### Product description

We use our reasonable endeavours to make sure that every product on Inkly is shown accurately and that prices are correct. However, occasionally there may be small variations in colour, typefaces and layout.

## Placing your order

A contract for the purchase of a product is created as follows:

- By confirming your order, you are agreeing to purchase the product you have selected
- At this point, we take payment for your order by means of your nominated payment method
- We will send to you a "Thank you for your order" email detailing your order, and other information we must provide to you

From time to time, we may reject an order for the following reasons:

- a. If, unfortunately, we do not have your chosen product in stock
- b. Where we cannot obtain authorisation for your payment
- c. If there has been a relevant pricing or product description error
- d. If your order otherwise breaches any of the requirements of these Terms
- e. The use of images for a personalised product which are corrupted, unsupported technically or inadequately pixelated
- f. If a personalised product you wish to order contains anything which contravenes, or appears to contravene, our Content Rules
- g. Due to the Licensing Act 2003, we are not permitted to sell alcoholic products to anyone under 18. We may refuse an order or a delivery of alcoholic items at our discretion. By placing an order for alcohol, you confirm that both you and the person the order is to be sent to are aged 18 years or over
- h. We suspect that the order has been placed fraudulently
- i. It appears that the order mistakenly duplicates another order

If your order is rejected, we will contact you to confirm this and reverse the payment you have made for that order.

Note that we may bar or prevent an individual Account, User, email address or other identifier from making purchases or otherwise interacting with us where we reasonably suspect an association with fraud or other infringements of the law.

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## Content Rules

We do not permit personalised products to include any content or material which:

- infringes anyone's copyright: in particular, you must ensure that you either own the copyright in an image or any other content that you wish to include in a personalised product or that you are fully licensed by the copyright owner to include that image or other content in the personalised product
- infringes any other rights, such as a trademark, of any person or entity or a duty owed to any person or entity, such as a duty of confidentiality

- contravenes any applicable law (including, without limitation, any criminal law) or regulation
- is false, inaccurate, misleading, offensive, abusive, threatening or defamatory, or that might cause needless annoyance, inconvenience or distress to any person
- misrepresents identity or impersonates any person
- includes any material containing personally identifying information about another person, such as their address, phone number, or email address, except with the written approval of that person
- contains material which is pornographic, obscene, indecent or offensive, which promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person or group
- may harass, upset, embarrass or alarm any person
- gives the impression that it emanates from or has been approved by us
- advocates, promotes or assists any unlawful act

The above are our Content Rules.

## Payment

At Inkly, you can pay for your products using credit card, debit card or any other payment method which we make available to you at the time of your order.

In addition, some products can be paid for using "Prepay". Please see below for our Prepay terms and conditions.

## Supply and pricing of products

### Supply of Products

The cards and other products sold by us through our Website and the App are manufactured and shipped from a range of different in-house and third-party production facilities based in the United Kingdom, Guernsey and overseas. All of our suppliers of alcoholic goods are fully licenced under the terms of the Licencing Act 2003.

### Transfer of Title

Products despatched from Guernsey

By placing your order with us for a product which is despatched by us from Guernsey, you are agreeing to take title to your products at the point of despatch from our Guernsey production facilities and we will post your products in Guernsey on your behalf. Your rights as a consumer are not adversely affected.

### Prices and VAT

All prices of products shown on the Website and the App include Value Added Tax at the prevailing rate.

## Postage and packaging charges

For most items, prices are shown exclusive of postage and packaging charges; these will be shown separately at the checkout stage before you place your order. In some cases, prices shown may include postage and packaging. If this is the case this will be clearly stated.

## VAT Receipts

In most cases your order confirmation email contains all the necessary information to constitute a simplified VAT receipt in line with the HMRC guidelines. However, should you require a Full VAT invoice you can request this via our customer services in the app. Please allow up to 10 working days for the full VAT invoice to be sent.

## Substitute Products

Please note that if a product is unavailable, we may substitute it with an alternative product unless you request us not to do so.

## Delivery

During the order process, Inkly will generally notify you of the despatch dates available and the expected timeframe for receiving your order; however, Inkly does not guarantee delivery dates or times. We will make you aware of delivery charges (if any) before you place your order. Expected delivery times and charges will differ depending on which products you order. More details are set out below.

## General despatch information

The despatch date is the day we SEND the item you have ordered, NOT the day it will be delivered.

- Your order is likely to arrive much faster if you use a postcode
- You can check that you have the correct postcode by using the Royal Mail's handy postcode finder available at [www.royalmail.com/find-a-postcode](http://www.royalmail.com/find-a-postcode). To state the obvious, we are not responsible for the accuracy of the Royal Mail's postcode finder
- It is your responsibility to ensure that the delivery address you provide for any order you place is correct

## Circumstances Beyond Our Control

Neither we, nor any delivery service that we use, shall be liable for any failure to perform Services where such failure or delay results from any circumstances outside our reasonable control; these circumstances include but are not limited to adverse weather conditions (such as snow, flood and extreme winds), fire, explosion, accident, traffic congestion, obstruction of any private or public highway, riot, terrorism, act of God, or industrial dispute or strike.

## Returns and refunds

At Inkly, we always try to send your products in perfect condition. However, occasionally, a problem can arise. In the unlikely event that a product is faulty, or it is damaged in delivery or is the wrong item, we ask you to contact us to let us know of the problem as soon as possible. We will then advise you on whether you are eligible for a refund or replacement.

### Reporting a problem

If for any reason you are not happy with your Inkly order, please contact our Customer Service Team via the mobile app or [support@inkly.com](mailto:support@inkly.com). You will need to quote your order number, the email address you have registered and the details of the problem with the order.

We aim to acknowledge any complaint within 14 working days (usually it takes 1-2 days), and will do our best to resolve it within 28 days. We may ask you to take a photograph of the product to help us communicate with our suppliers and correct any future problems. Should it be necessary, we will then advise you how to return your item. Please note: because flowers are perishable, we need to be informed of any problem with your order within three days of delivery to give us the best chance of resolving the issue. We will, at our discretion, consider issues raised after three days, but reserve the right to refuse a refund or replacement.

## Credit

Inkly offers a scheme that allows you to make a payment on account as advance payment for products you may purchase through Inkly. In return, you get an additional bonus credit to be used to pay for applicable products.

This system of payment on account and bonus credit is referred to as "Credit". We reserve the right to change that name, however these same Terms will still apply to it.

### Credit account information

The total balance of credit is shown in the credit section which you can find when you are logged into your Account.

### Applicable products

You can use your Credit balance to pay for cards and postcards. Gifts are excluded.

### Purchasing products using Credit

At the point of checkout, our system will check your balance of Credit. Any qualifying products will be paid for by drawing down the Credit balance; if that balance is insufficient for the purchase, you will need to pay the balance using one of the forms of payment accepted by us.

## Credit balance expiration

If a period of 12 months passes with no orders placed using your Credit balance, we will assume that your Account is no longer active and your Credit balance will expire. Cash balances will not be returned. We reserve the right to expire your credit balance at any time giving no less than 4 weeks notice via email to the email address you have on Account with us.

## General

These Terms are intended to contain your entire agreement with us relating to the Services, the Website and the App. If any of these Terms is found to be invalid this shall not affect the validity of the remaining provisions which shall remain fully enforceable. Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to subsequent or similar breaches.

Only you and Inkly shall be entitled to enforce these Terms. No third party shall be entitled to enforce any of these Terms whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

We reserve the right to change these Terms from time to time, and post the new version on Inkly. The new version of these Terms will take effect:

- commencing 28 days after the date of posting (or such later date as we indicate in the relevant posting), if any of the changes is to an operative provision of these Terms which is capable of adversely affecting you
- immediately upon the date of posting (or such later date as we indicate in the relevant posting), if the changes are not reasonably capable of adversely affecting you - examples of which would include, without limitation, (i) changing the name of, and/or the web-address that you use to access, Inkly, and (ii) the refinement of provisions that are already included or referred to in these Terms

In either case, if you do not wish to be governed by the new version of these Terms, you must cease to use the Services and Inkly. For the avoidance of doubt, we will not have any liability to you in that event.

These Terms, the Services and each order and purchase of a product shall be governed by English law.

You and we each submit to the non-exclusive jurisdiction of the English courts in relation to disputes arising in connection with these Terms, the Services and any order for or purchase of a product.

We don't separately file the Terms entered into by Users when they register for Inkly. Please make a durable copy of these Terms by printing and/or saving a downloaded copy on your own computer. They are offered in English only.

These Terms take effect on 02th of November 2016



