

**LES TRAINS DE LA PAIX ASSOCIATION  
(NUMBER:1999301)**

**WEBSITE TERMS AND CONDITIONS**

**1. These terms**

- 1.1 These are the terms and conditions on which we supply products and services to you, whether these are goods, services or digital content.
- 1.2 These terms tell you who we are, how we will provide products and services to you, how we will use your images, logos and designs, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.3 In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if you are an individual and you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 **We draw your attention in particular to clauses 5 and 6.7 of these terms and conditions. If you are a business, we also draw your attention to clause 13.**

**2. About us**

- 2.1 We are Les Trains De La Paix Association a company registered in France.

**3. Our contract with you**

- 3.1 These terms and conditions come into effect between us and you when you sign up to our website.
- 3.2 If you are placing an order for products, our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us for the order.
- 3.3 If we are unable to accept your order, we will inform you of this and will not charge you. This might be because the product is out of stock, because of unexpected circumstances or limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the product.
- 3.4 Our website is solely for the promotion of our products in the United Kingdom, mainland Europe and the United States of America. Unless we agree or express otherwise, we do not accept orders from addresses outside of the countries in these areas.

**4. The portal and our products**

- 4.1 When you sign up to our website, you will be able to create your own digital shop in which you can upload your images, logos and designs to a portal in order to:
  - 4.1.1 generate preview images of our products with the image you have uploaded embedded onto it;
  - 4.1.2 place orders for those products;
  - 4.1.3 allow the previews to be seen by other customers through our main website and allow customers to place orders for the products.
- 4.2 Orders for products may be subject to minimum quantities, depending on the nature of the product and the type of order being placed. We will notify you of such minimum quantity during the order process on the website.

- 4.3 The images of the products generated on our website are for illustrative purposes only. We cannot guarantee that a device's display of the colours accurately reflects the colour of the products.
- 4.4 Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 3% tolerance.

## **5. Intellectual property and your images**

- 5.1 By uploading an image, design, logo or other artwork to the portal, you are agreeing to grant us a licence to use such image, design, logo or artwork for the purpose of generating previews on the website, manufacturing the products and any other purpose in connection with the supply of products, services and/or digital content to you.
- 5.2 You will retain ownership in the intellectual property rights in your images, designs, logos or any other artwork uploaded to the portal.
- 5.3 We will retain ownership in any intellectual property rights in the previews, products, the portal, the website and all other intellectual property rights created by us during the provision of the products, services and/or the digital content.
- 5.4 You warrant that you are the sole owner of any images, designs, logos or any other artwork which you upload to the portal.
- 5.5 You also warrant that any images, designs, logos or any other artwork which you upload to the portal:
  - 5.5.1 do not infringe on any intellectual property rights belonging to a third party; and
  - 5.5.2 are not defamatory, malicious, misleading, incorrect or otherwise give rise to any other claim.
- 5.6 If you are a business, you agree to indemnify us against all damages, losses and expenses arising as a result of any action or claim in connection with any of the warranties set out in clauses 5.4 and 5.5 (above).

## **6. Price and payment**

- 6.1 The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct.
- 6.2 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 6.3 You must pay for the products before we dispatch them.
- 6.4 If you think an invoice is wrong please contact us promptly to let us know. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 6.5 If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 6.6 If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- 6.7 **Commission where you sell your products to the public through our website.** If you set up a digital shop and sell your branded products to the public through our website, then you authorise us to deduct a commission fee (and also the applicable VAT and delivery charges) on each order placed. The commission fee which we will deduct will vary depending on the product which has been sold, as we will calculate the commission fee having regard to the amount which it costs us to arrange for the product to be manufactured. Our full list of products and the commission fee which we will deduct are set out in the Appendix at the end of these terms and conditions.
- 6.8 Once we have made the deduction of our commission fee and the applicable VAT and delivery charges in accordance with clause 6.7 (above), we will as soon as practicable thereafter send to you a statement by e-mail which will confirm:
- 6.8.1 details of the order which was placed by the customer (including the total amount paid for your branded product);
  - 6.8.2 the amount which has been deducted from the order (including the commission fee, VAT and delivery charges); and
  - 6.8.3 the amount of the balance which is payable to you.
- 6.9 We will pay you the balance within 30 days from the date on which we provide the statement to you and you authorise us to transfer the balance to the bank account which you provided during the order process.
- 6.10 If you have customers who place regular orders for your branded products on our website, we may (at our discretion) provide you with a monthly statement which covers all orders placed during the subsequent month, rather than sending you a statement for each order in accordance with clause 6.8 (above).
- 6.11 We may revise or increase the amount of the commission fee which we deduct on sales of your branded products from time to time. This may be due to an increase in the cost to us in providing the products, commercial considerations or other issues which are beyond our reasonable control (for example, increases in the fees charged by third party suppliers, foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other costs). We will do our best to bring these changes to your attention if you are a registered user of our website. We may incorporate the changes into the contract between us and you by updating the list of commission fees set out in the Appendix at the end of these terms and conditions (which will be published on our website).

## **7. Delivery**

- 7.1 The costs of delivery will be as displayed to you on our website.
- 7.2 We will deliver the products to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order. We will endeavour to provide you with an estimate of such delivery date during the order process.
- 7.3 If our supply of the products is delayed by an event outside our control then we will contact to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we (or the courier dealing with delivery) will leave you a note informing you of how to rearrange delivery or collect the products from a local depot. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.
- 7.5 The product will be your responsibility from the time we deliver the product to the address you have provided to us during the order process. You will own the product once we have received payment in full.

7.6 We may contact you if we need any information from you to complete the order. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.7 We may also contact you if for any reason we need to suspend supply of the product, for example if we need to deal with a technical problem. In these circumstances, you may contact us to end the contract for a product if we suspend (or tell you we will be suspending) the product for a period of more than 14 days, in which case we will refund any sums you have paid in advance for the product.

## **8. Changes**

8.1 If you wish to make a change your order, please contact us. If it is possible to change the order, we will let you know about any changes to the price of the product and the timing of delivery and ask you to confirm whether you wish to go ahead with the change.

8.2 We may change the product or the digital content (and we may require you to update your digital content) to reflect changes in relevant laws and regulatory requirements or to carry out improvements.

## **9. Your rights to end the contract**

9.1 If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund.

9.2 If you exercise your rights to change your mind under clause 9.1, we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.3 You may also end the contract for the following reasons by contacting us and providing us with the relevant details:

9.3.1 if we have told you about a material error in the price or description of the product you have ordered and you do not wish to proceed;

9.3.2 if there is a risk that supply of the products may be significantly delayed because of events outside our control;

9.3.3 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or

9.3.4 you have a legal right to end the contract because of something we have done wrong (you may have a legal right to end the contract where, for example, the product you have bought is faulty or mis-described or we have breached these terms and conditions).

In these circumstances, we will refund you in full for any products which have not been provided and you may also be entitled to compensation.

9.4 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us at Les Trains De Paix Association. We will pay the costs of return if the products are faulty or mis-described or if you are ending the contract because you

have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.5 If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment, within 14 days of the day on which we receive the product back from you.

## **10. Our rights to end the contract**

10.1 We may end the contract at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;

10.1.3 you do not, within a reasonable time, allow us to deliver the products to you.

## **11. Your rights in respect of defective products if you are a business**

11.1 The provisions set out in this clause 11 will only apply if you are a business.

11.2 If you are a business, we warrant that on delivery any products shall:

11.2.1 conform in all material respects with their description;

11.2.2 be free from material defects in design, material and workmanship; and

11.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

11.3 Subject to clause 11.4, if:

11.3.1 you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in clause 11.1;

11.3.2 we are given a reasonable opportunity of examining such product; and

11.3.3 you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

11.4 We will not be liable for a product's failure to comply with the warranty in clause 11.1 if:

11.4.1 you make any further use of such product after giving a notice in accordance with clause 11.3.1;

11.4.2 the defect arises as a result of us following any design logo, image or specification supplied by you;

11.4.3 you alter or repair the product without our written consent; or

11.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

11.5 Except as provided in clause 11.3, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 11.1.

11.6 These terms shall apply to any repaired or replacement products supplied by us under clause 11.3.

**12. Our responsibility for loss or damage suffered by you if you are a consumer**

12.1 The provisions set out in this clause 12 will only apply if you are a consumer.

12.2 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

12.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

12.4 If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 13.

**13. Our responsibility for loss or damage suffered by you if you are a business**

13.1 The provisions set out in this clause 13 will only apply if you are a business.

13.2 Nothing in these terms shall limit or exclude our liability for:

13.2.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

13.2.2 fraud or fraudulent misrepresentation;

13.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

13.2.4 defective products under the Consumer Protection Act 1987; or

13.2.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability .

13.3 Except to the extent expressly stated in clause 11.1, all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

13.4 Subject to clause 13.1:

13.4.1 we shall not be liable to you, 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 any contract between us; and

13.4.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 125% of the total sums paid by you for products under such contract.

**14. Other parties who may perform the contract**

14.1 You agree that we may instruct other persons, companies or firms to carry out our obligations under the contract on our behalf, including where we instruct such persons, companies or firms to procure or arrange delivery of your products to you or to host your images and your digital shop.

## **15. Your personal information**

- 15.1 We will use the personal information you provide to us:
- 15.1.1 to provide the services in connection with any digital content;
  - 15.1.2 to supply the products to you (when you place an order);
  - 15.1.3 to process your payment for the products; and
  - 15.1.4 if you agreed to this during the order or sign-up process, to give you information about similar products that we provide (but you may stop receiving this at any time by contacting us).
- 15.2 We may pass your personal information to the persons or firms referred to in clause 14 provided that we will only provide such of your personal information as is necessary for the person or firm to carry out their obligations under the contract.
- 15.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

## **16. Other important terms**

- 16.1 We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.3 When we use the words "writing" or "written" in these terms, this includes emails.
- 16.4 Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 16.5 If you are a business customer, these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 16.6 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 16.7 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.
- 16.8 If you are a consumer and you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you are a consumer and you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 16.9 If you are a business, any dispute or claim arising out of or in connection with a contract between us 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 and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

**APPENDIX**

**Commission Fees**

<b>Product Name, Category or Code (as appropriate)</b>	<b>Commission Fee Payable (%)</b>  Our commission fee is calculated as a percentage of the amount paid by the customer for any of your branded products through our website.  Please note that the commission fee will be deducted from the amount paid by the customer exclusive of VAT, delivery charges and any other ancillary costs (which we will be entitled to deduct separately).
[ ]	[ ]%
[ ]	[ ]%
[ ]	[ ]%
[ ]	[ ]%
[ ]	[ ]%

Please note that in respect of any product names, categories or codes which are available to sell as branded products through our website, but which are not listed above, the relevant Commission Fee payable will be [ ]%.