



## TERMS AND CONDITIONS OF SALE

### GENERAL

All orders are accepted on the terms, conditions and exclusions herein contained.

These terms, conditions and exclusions (either taken as a whole or in any part or individually) shall not be varied, nor shall their application to any order be excluded or limited in any way whatsoever, except as agreed by us in writing.

In addition to our UK head office and additional offices globally, we also use our contract workshops located in Asia and Europe, which shall be governed by UK law.

Our Lead-time includes transfer shipping if applicable.

After care is handled solely by us in the UK.

### PRICE

Prices on our website or quoted are those ruling at the date of the quotation or as shown on our website, and shall be subject to revision if increases in cost or other circumstances arise.

Prices quoted exclude V.A.T and delivery will be charged additionally to the Buyer.

Quotations are valid for 30 days UK and 14 days internationally due the currency fluctuations from date of quotation unless agreed in writing. All prices quoted will be UK GDP and converted to the client's country of origin currency, however, we will only accept payment in GDP £ Sterling, US \$ Dollars and Euro €, please ask us to invoice in the appropriate currency at the time of order.

### DESIGN

Although there is no charge for our Design Team to develop 2D conceptual sketches for your costume(s) in our Professional range, by requesting a free design, you agree not to take our design(s) to another manufacturer for production of your costume.

Any 2D designs are offered at our discretion.

The designs we submit are the creative property of Mascots-inc t/a Mascots Incorporated Ltd and its subsidiary offices, until such time as you agree by contract to purchase the costume.

3D designs are included in our Theme Park range as standard.

Once you place an order, the design becomes your exclusive property & we will have no more claim to it.

Should we discover another manufacturer has used our design (s), we reserve the right to invoice for our design service.

### DELIVERY

Dates for delivery are given in good faith and as accurately as possible, but are not guaranteed.

We shall be under no liability whatsoever for any delay in performance of any order by reason.

We shall have the right to dispatch goods when the order is complete and not before unless agreed in writing by Mascots-inc.

As we ship globally, we cannot be held responsible for delays for deliveries awaiting customs clearance or delays in transit by our chosen shipping company.

We shall have the right to invoice any portion of an order upon dispatch.

Delivery method - we use various methods of delivery depending on the items and weight of items.

All our deliveries require signing for and therefore an address must be given for delivery where a person is available for accepting your goods. Where a failed delivery occurs then the courier stating the contact details of the delivery company will leave a card, it is the responsibility of the Buyer to contact the delivery company to re-arrange the delivery.

In the event that the Buyer does not contact the delivery company and the goods are returned to Mascots-inc, the Buyer will bare the costs for returning and for re-delivery of their order.

### RETURNS

Un-required stock goods for credit will only be accepted within 7 days of invoice and must be in perfect condition and in original packaging. After 7 days a 30% restocking charge will apply.

No goods are accepted under any circumstance for return after 30 days.

Full purchase details are required and must be included with returns.

All goods are returned at the expense on the Buyer except where goods supplied are (incorrect, damaged not as described).

Damaged, faulty or incorrect goods shall be reported immediately within 24 hours of delivery.

This includes Mascot clothing and printing errors.

No special items (Non Stock Lines- Bespoke Costumes) will be accepted back for credit.

We will not be held responsible should the mascots be damaged, marked or soiled due to the performers not caring for the mascot costumes, it is the buyers responsibility to ensure a duty of care and attention and make their performers aware of these duties.

## **COLLECTIONS**

Costumes that have been hired (UK only) should be placed in original packaging, sealed and address label provided clearly placed securely on parcel. Collections from our couriers will be pre-arranged by Mascots-inc; a contact name will be required for responsibility of handling the collection. All collections are logged and traceable through an online tracking service. Any aborted collections will attract a further charge for re-collection services. Returns may be made in person to our offices by appointment.

Should the costume not be returned when agreed, we reserve the right to invoice for additional periods due to lost hires and failure to return costumes will result in Mascots-inc invoicing for these additional periods and for the full cost of replacing the costume. Should we arrange collection on your behalf, we do not cover lost goods under any indemnity, please ensure your goods are covered under your own insurance policy for the full value should your goods become lost, damaged or stolen in transit.

## **DAMAGES & SHORTAGES**

All deliveries of goods must be inspected at time of delivery and the delivery driver's paperwork must be clearly marked as Damaged or Items Missing. If any order is received short or damaged, notification must be received within 24 hours of delivery (to allow for courier claims).

## **CANCELLATIONS.**

Any client that cancels an order when in production will be charged at the full cost of the mascot costume. Deposits are non-refundable once we have started production. All delivery dates are given in good faith, we will not be held responsible for late deliveries should clients make last minute changes or through us receiving clients artwork at late stages beyond reasonable time frames.

## **CREDIT/PAYMENT TERMS**

Unless otherwise agreed in writing, payment shall be made in advance. We require 50% deposit with order along with a purchase order for the full value as our quotation with the balance payable prior to shipping and on supply of a tracking reference for all bespoke mascots and plush toys. For all pre-approved account customers' payment is 50% deposit and balance payable strictly net 30 days from date of invoice. Mascots-inc may charge 8% above the base rate of Barclays Bank PLC on any account not received by the due date. The title of goods will not pass to the Buyer until the goods are paid for in full. To expedite rush orders for time critical deadlines, we will start to manufacture at our discretion upon receipt of a purchase order but demand that deposit payment is still made within a reasonable timeframe or any discounts offered at the quotation stage will become null and void.

During periods when our factories have full schedules, or for express manufacturing orders with short deadlines, we ask for payment in full before we start production to cover the extra costs associated with additional shifts and overtime. All specialist hire services cancelled with less than 48 hours notice is non-refundable.

## **OTHER TERMS**

Mascots-inc operates a policy of continuous product development and improvement and from time to time, may alter the specification/ Materials of items shown in our catalogue and on our website. Images shown on our website, in most cases is correct but items may differ in appearance to the item that is shown although the specifications will be correct as much as is possible. We reserve the right to change prices without prior notification.

## **CHANGES**

Every effort is made to prevent printing errors in our 2D/3D designs, catalogue and on our website. Any errors and changes should be highlighted at final design stage and will be changed for final sign off at the time of ordering so that we can proceed with correct details and pricing. Should you change the design, fabric or colour after final sign off, we reserve the right to charge for wasted materials and redesign costs.

## **DISCOUNTS**

We agree all prices in advance as per our quotations; these include any applicable discounts notified at that time, we do not offer further discounts unless agreed in writing.