

TERMS AND CONDITIONS OF BUSINESS (03/09/2025)

1. This website is operated by Yellow Spade Design Ltd. Where these terms and conditions use terms such as "we", "us" and "our" they refer to Yellow Spade Design Ltd.
2. We offer this website, including all the information, services and products available on it, on the condition that you accept these terms and conditions and the associated privacy policy available on our website.
3. By visiting our website and/or purchasing something from us, you are deemed to have accepted these terms and conditions.
4. You can view the most current version of these terms and conditions at any time by visiting this website page. We reserve the right to update, change or replace any part of these terms and conditions, without prior notice to you, by posting updates on this page. It is your responsibility to check this page on each visit to our website, read these terms and conditions and ensure you understand them before making a purchase.

GENERAL CONDITIONS

5. We reserve the right to refuse service to anyone, for any reason, at any time.
6. Any content that you enter onto this website may be transferred unencrypted and involve transmissions over various networks and may involve changes in order to conform and adapt to the technical requirements of connecting networks or devices.
7. You may not reproduce, duplicate, copy, sell, resell or otherwise exploit for commercial gain, or otherwise, any portion of any of the content on the website or any other part of the service or products that we offer on this website.
8. Headings and titles used on this website are done so for convenience only. They do not constitute any part of the terms and conditions and will not limit or otherwise affect the terms herein.

ONLINE STORE TERMS

9. Our website offers a range of products for sale. Where we refer to an 'item' or 'product' we are referring to a single product for purchase on this website.
10. We will take all reasonable care to ensure that the details displayed for a particular item offered for sale are correct at the time when the information was entered onto the system.
11. Whilst care is taken to ensure that we display as accurately as possible appearances, colours, textures or finishes, what you will see on your computer monitor or equipment may differ, and so we cannot guarantee that images are an accurate representation of the actual goods or services that you are purchasing.
12. We may not be able to accept your order due to one or more of the following reasons, or for a reason not listed below:
 - i) The item you have ordered is out of stock
 - ii) We cannot authorise your payment or have reasonable grounds to suspect your payment may be fraudulent

iii) There has been a pricing or product description error

iv) There is a system or procurement failure

v) You have failed our customer validation checks

13. When you place an order you will receive an email confirming the details of your order.

14. Your order will only be accepted by us once payment for your goods has been received.

MODIFICATIONS TO OUR SERVICE AND PRICING

15. Prices for items are subject to change without notice.

16. We reserve the right to, at any time, modify or discontinue any part of the service or products that we offer, or any part of content thereof, without any notice to you.

17. We accept no liability to you or to any third-party for any modification, price change, suspension or discontinuation of the service.

DELIVERY

18. During checkout, you may be presented with one or more options for delivery. Where an estimated timescale for delivery is provided, this is an estimate only, and your items may be delayed in being received due to circumstances beyond our control (such as a courier delay, or at busy times). Every effort will be made on our part to ensure order processing, production and despatch are completed in a line with delivery expectations. Orders received after 11.00 AM will be processed on the next working day.

19. If the option is available, should you select a "next day delivery" option, orders placed on Fridays, Saturdays or Sundays will not be despatched for delivery until the following Monday and so may not be received until Tuesday (dependent on the Royal Mail's delivery service) .

ORDER CANCELLATION

20. If you wish to cancel an order you have placed you must contact us immediately to ascertain whether the items have been dispatched or not. Where they have been dispatched, you will need to return the item to us, and you will be responsible for paying the cost of returning the items.

21. Where items have not been dispatched prior to a cancellation request, our refund policy will apply.

22. Where you have ordered a personalised item (should you have entered incorrect personalisation details on ordering an item) you may not be able to cancel for a full refund.

LIABILITY AND INDEMNITY

23. We shall not be liable for any direct, special, indirect or consequential or incidental damages including loss of profit or loss of opportunity as a result of the use of or the inability to use any items that have been ordered on this website.

24. You agree to indemnify us and our agents, officers, directors and employees, immediately and on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of any of our terms and conditions.

JURISDICTION

25. These terms and conditions shall be governed in accordance with English Law and are subject to the exclusive jurisdiction of the courts of England & Wales.

COMPLAINTS

26. Any complaints relating to the content or functionality of this website, or products sold on this website should be addressed by email to steve@yellowspadedesign.com

INTELLECTUAL PROPERTY

27. We own and control all of the copyright and other intellectual property rights on this website and the data, information, and other resources displayed by or accessible within the website. Where individual items/products are reproduced under Creative Commons licences, this is noted in the item/product details. All stock imagery is reproduced under licence to the copyright holder.

ALL RIGHTS RESERVED

28. Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

ENTIRE AGREEMENT

29. These terms and conditions combined with our published Cookie Policy, Privacy Policy (also available through this website) and Refund Policy (also available through this website) constitute the entire agreement between the parties and supersede any and all preceding and contemporaneous agreements between you and us whether written or oral.

GENERAL

30. Should any part-term or term be found to be unenforceable then the remainder of the terms and conditions shall continue to have full force and effect as if the invalidated term was not present.

31. Should any delay or failure to comply with our obligations under these terms and conditions arise where it is beyond our reasonable control, we will not be responsible to you for such delay or failure nor liable for any loss that you incur, howsoever caused.