

Terms & Conditions of Sale – Signum 1226 Ltd and Signum Multi Media.

Revision 8. April 2009 All reference to 'Signum' shall cover both Signum 1226 Ltd and Signum Multi Media.

(Not excluding any statutory rights).

1. Acceptance of orders.

The receipt by us of an order, or agreement to works of any sort, either verbal or in writing, shall be deemed to be acceptance of the following Terms and Conditions, and as such, a confirmation that all works will be chargeable. These Terms and Conditions shall prevail to the exclusion of any Terms and Conditions of a purchaser expressed or implied which conflict with these Terms and Conditions.

2. Ledger Accounts.

New accounts opened subject to satisfactory references only.

3. Terms of Payment.

Strictly 30 days.

Once a contract of work of any sort is agreed, 50% of the design or development costs are payable immediately, with the balance ON (if required by Signum) OR NO LATER than 30 days after delivery.

Signum reserve the right to charge interest at 1.5% above Co-operative Bank base-rate on accounts overdue after 30 days.

All overdue balances are referred into legal hands for collection at 60 days.

4. Continuity of Orders.

Should a client wish to change his or her provider, where web hosting, search engine submission or renewal of domain names are concerned, or the provision of other annual web services, or any ongoing design and print services, Signum will require three full months notice in writing in advance of the renewal date or anniversary.

Without this instruction, full continuity of service is implied and approved by the client to Signum. Transfer elsewhere will incur costs of either works involved or copyright release costs.

5. ALL DESIGN WORK IS COPYRIGHT SIGNUM 1226 LTD In accordance with The Copyright, Designs and Patents Act 1988.

Copyright is infringed if the whole or a part of a copyright protected work is used without the permission of Signum.

A special agreement may be made whereby the client can purchase the copyright of the design work produced for an agreed fee.

This will be determined at the outset of any works and be valid for a period of five years only. Beyond this special agreement, all rights and ownership remain wholly with Signum 1226 Ltd.

6. Creative works.

In accordance with the Copyright, Designs and Patents Act 1988, client projects are designed in good faith and used under licence.

We are not obliged to provide copies of artworks, logos or web sites for use in print or replication elsewhere.

7. Invoice queries.

Signum will evaluate invoice queries only if received within two working days of invoice date.

8. Delivery.

One delivery to a local address is included in our quoted prices. Delivery of export orders, special packaging, bulk items or special delivery requirements will be charged extra, plus an administration fee. No liability can be accepted by Signum in any case of non-receipt for any reason whatsoever, above the standard sum for which couriers insure carried goods.

9. Cancellation of works or orders.

If any works or orders are cancelled part way through production, or at any stage, the full cost of work completed (or quoted) and or materials to date at that point will be invoiced.

Cancellation of Domain name registrations, Search Engine submission or of website hosting must be provided **in writing to Signum no later than three months before renewals are due**, as per point 4 above.

10. Replication in print.

Signum advise all clients during production, and on final Proof Approval Slips that variations in colour may exist between working proofs generated using toner and the finished printed result which is produced with printing inks. This is characteristic of the two output methods involved and Signum will accept no responsibility to change, reprint or replace any printed materials which may display (or appear to display in the customer's opinion) differences in colour of any sort.

11. Delays on projects.

Following our initial designs and proofs provided, if for any reason the project then becomes delayed or put on hold by the client or the clients representatives, the full balance will become due 30 days after the project started.

12. Damage in Transit.

No claim for damage or for shortage in delivery can be entertained in any circumstances unless notice in writing is given to the appropriate carrying authority (Road, Rail or Post) and to us within two days of receipt of goods. Where goods are accepted without being checked we can no longer be held responsible.

Packages arriving in damaged condition should be notified to us and signed as 'Damaged', those which have not arrived within fourteen days must be brought to our attention in writing in order that we may secure redress from the carrying authority.

13. Prices.

All orders are accepted on the basis of the costs of raw materials, goods and services prevalent at the date of initial order confirmation. Costs are subject to fluctuation beyond our control, and customers are advised that such fluctuations in cost may affect quoted prices.

14. Liability.

On all new account Credit Application forms, Directors of the companies applying for Credit terms will agree to provide home contact details, and be liable for the full balance of outstanding items should their respective companies default.

15. Exclusion of Consequential Losses.

Liability is excluded in respect of any loss or damage, however caused and irrespective of the fundamental nature of any obligation breached or of the fundamental nature or effect of any default, in the following instances:-

- 1) Any loss of profit or loss of use whether suffered by the Purchaser or any other party.
- 2) Any consequential loss or damage.
- 3) Acts of God, Civil unrest, war etc.

16. Dispute

- 1) Any dispute under the contract shall be referred to the arbitrator or arbitrators, to be appointed by the parties, or in default of agreement by the President of the Law Society, and his or their decision shall be binding on both parties, and this shall be a submission to arbitration within the Arbitration Act 1950, or any statutory modification thereof.
- 2) These Conditions and the contract shall be subject to and construed in accordance with English Law.

17. Over-quantities

On any production items we reserve the right to supply and charge for any over-quantity produced within a 10% margin of number ordered.

18. Title

Title belongs to Signum 1226 Ltd:-

18.1 Irrespective of any other provision contained in these Terms and Conditions or rule of law or (to the extent it may be included) any statutory provision, and notwithstanding any course of dealing between the Company and the customer unless and until:

- 1) The goods have been delivered in accordance with these terms and conditions; and
- 2) The customer shall have made payment in full for such goods; and
- 3) The customer shall have fully discharged all other indebtedness or liability of the customer to the Company.

18.2 Pending passing of Title the Company may require the Customer:

- 1) To mark the goods as being property of the company; and
- 2) To store the goods in such a way that they are clearly identifiable as the Company's Products.
- 3) To confirm in writing to Signum that the goods/services remain the property of Signum until title is passed.



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