

## **Terms and Conditions**

### **Acceptance of Orders/Instructions.**

We will only accept orders or instructions from the customer under the terms and conditions of sale and trading detailed below. The customer will be deemed to have accepted our terms and conditions of sale and trading upon Signing or Written Confirmation or Customer Order or Paid Invoice.

**Quotations** – The Design Store will not be bound by any estimate of price quoted on their behalf. All quotations given verbally will be regarded as provisional only. A firm quotation will be given only on site of and receipt of final artwork/signage required. Quotations are valid for 30 days.

**Artwork & Visuals** – A minimum artwork fee of £20.00 applies. All work by way of amendment or alteration will incur additional costs. A proof will be produced by The Design Store prior to the commencement of any work. It is the customer's responsibility to approve this artwork and to appraise The Design Store of any changes needed/required.

We will accept no responsibility for mistakes under any circumstances after Proofing or Instruction. Verbal Instructions taken face to face or by telephone prior to mutual approval of final artwork are at the customer's own risk.

Where artwork is supplied by the client, it is the responsibility of the client to ensure the artwork is in a "print-ready" format. With instructions regarding scale provided.

### **Digitally Printed Media**

Due to the limitations and the sensitivity of the various substrates used within the sign industry, it is impossible to reproduce all colours exactly. Therefore, in the absence of the customer to select the appropriate colour match, reproduction is at our discretion.

Customers own Material – We accept NO RESPONSIBILITY.

### **Vehicle Graphics – Installation Process**

To achieve maximum results, all vehicles must arrive clean, free from grease, stains and dirt, free from existing graphics. There will be a charge levied if The Design Store has to clean and prepare the vehicle prior to the installation of graphics. This will be charged at our normal hourly rate.

Where artwork is supplied by the client, it is the responsibility of the client to ensure the artwork is in a "print-ready" format. With instructions regarding scale provided. It is the responsibility of the designer to check the dimensions and layout of the actual vehicle(s). Due to the fact that two-dimensional graphics are being applied to a three-dimensional vehicle and due to the minor variances in the accuracy of templates the positioning of vehicle graphics can vary from the proof throughout the entire length of a vehicle. This is normal and the designer needs to bear this in mind.

Where The Design Store provides the artwork, it is essential the client fully checks the final proof with the actual vehicle to check for any variations e.g.; style of lights, positioning of number plates and other major or minor variations from the template proof provided.

### **Vehicle Graphics – Removal of existing graphics**

All removals will be charged separately. Vinyl removal can be a very time-consuming process and will therefore be charged for by the hour. The Design Store cannot be held responsible for any paint damage during this process since we cannot know the integrity of the existing paintwork or lacquer.

**Complaints** – We will only consider complaints received in writing, within seven days from receipt of goods

## **Payment**

(i) Payment is due upon completion of works or services whether or not the customer collects the work in question. Should expected delivery be required, The Design Store reserves the right to make any specific prior agreement in respect of any overtime or other additional costs whereby incurred. Should work be suspended or delayed through no fault of The Design Store for a period of 14 days, The Design Store shall be entitled to payment for work already carried out.

(ii) The Design Store shall be entitled to charge interest monthly at the rate of 8% per annum above Bank of England lending rate from time to time on any invoice which remains unpaid after the work is completed and ready for collection and to charge a one-off fee as per the late payment of commercial debts legislation.

(iii) While any invoice is overdue for payment for more than seven days, The Design Store reserves the right to withhold or suspend performance of any outstanding contractual obligation in respect of any other contract with the same customer.

(iv) All goods remain the property of The Design Store until payment has been paid in full.

(v) The Design Store may from time to time agree to vary the above terms in respect of payment but the customer may only rely upon variation of the said terms, which are expressly agreed by The Design Store in writing.

**LIABILITY** – The Design Store shall not be liable for indirect loss sustained by the customer or any third party occasioned by delay on the part of The Design Store in completing any work. The Design Store shall not be liable for paintwork peeling from customer's vehicles if the paintwork generally is in poor condition.

## **LIABILITY/COMPLAINTS**

All complaints must be received in writing within 7 days past the completion of the work. After this time, The Design Store cannot be liable for eventual changes from then on appropriate charges may apply.

The Design Store will strive to resolve all complaints promptly and efficiently. We make every effort possible to ensure all problems are resolved and mistakes corrected. In the event where the vinyl is damaged due to no fault of our own (mechanical damage, etc), the client obliges to pay the costs of the correction. We will not take responsibility for any damage resulting from the workmanship or application of the vinyl.

**INDEMNITY** – The customer warrants to The Design Store that any work which The Design Store is asked to carry out will not result in any infringement of any copyright, patent or design and will not result in any action for defamation and, further, the customer agrees to indemnify The Design Store in respect of all claims, costs, expenses or liability incurred by The Design Store in any way whatsoever in the event that any work carried out by The Design Store does constitute an infringement of any copyright, patent or design or in proceedings for defamation. All contracts are subject to any variations which may be necessary as a result of inability by The Design Store to secure labour, materials or supplies, breakdown of machinery, or as a result of any Act of God, War, Labour dispute, fire, flood, drought, legislation or any other matter beyond The Design Store Control.

These terms and conditions shall be governed by construed in accordance with the laws of England and Wales.