

Terms and Conditions

This agreement is governed by and construed in accordance with English law. The Sign Shop seeks to clarify carefully and fully in these Terms and Conditions of trading the obligations of The Sign Shop and its Customers for the provision of The Sign Shop services. These Terms and Conditions stand accordingly in lieu of the terms of the Sale of Goods Act 1979. The Customer commissions The Sign Shop to review and /or undertake agreed aspects of its Signage, Display or Marketing Requirements and/or operation. The Sign Shop will report verbally or in writing / email as agreed. Receipt of The Sign Shops' terms and conditions and subsequent instructions to proceed will result in the client being deemed to accept The Sign Shop's terms and conditions as set out below.

1. The confirmation of order of the customer on the Sign Shops quotation, or confirmation via email shall be deemed to be conclusive evidence of the customers acceptance of these conditions and request to proceed. The quantity and description of all Sign Shop products/services shall be as set out in the Sign Shop Quotation.
2. The Sign Shop warrants that the products/services will at the time of delivery or collection correspond to the description given in the Sign Shops Quotation. The Customer shall carry out a thorough inspection of the goods within 48 hours of delivery/collection and shall give written notice to the Seller within 3 working days of delivery of the products/services any defects that a reasonable examination would have revealed.
3. The price shall be the price quoted on the Sign Shops Quotation. The price is exclusive of VAT that shall be due at the rate in force on the date of the invoice. Carriage will be chargeable on all sales delivered unless otherwise agreed in writing.
4. In the event that the Sign Shop provides estimates of quantities or measurements on the basis of details/specifications submitted by the Customer, the Sign Shop shall exercise reasonable care in so doing but the Sign Shop accepts no liability for inaccuracies in the estimates or calculations.
5. The Sign Shop undertakes to use its reasonable endeavours to despatch the products on an agreed delivery/collection date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
6. Design and Advisory Services (including preparation of drawings, specifications, contract particulars and the like) are provided with reasonable care and skill, but no other representation or undertaking is made or is to be implied in connection with any such services nor shall the Sign Shop be under any liability whatsoever in respect of these services if erection is carried out before any necessary approvals are obtained.
7. All intellectual property rights in materials provided by the customer remains the customer's property. Subject to this, all intellectual property rights in consultation, design work or any other materials provided to the customer (within the Sign Shop Quotation or provided verbally) pursuant to this agreement remain the property of The Sign Shop.
8. The customer accepts responsibility to proof/check the Sign Shop Quotation and approve all products/ artwork before approving them to print or production. The Sign Shop will take every reasonable care to ensure freedom from errors of any work undertaken for the customer, but it is the Customers responsibility NOT Sign Shops responsibility to check thoroughly and The Customer warrants the understanding and acceptance that, as it is not possible to guarantee computer software products are absolutely error free, the Customer accepts unconditionally that The Sign Shop do not warrant that Signage or other marketing products are error free and that The Sign Shop will not be liable for any loss or damage incurred by the Client, whether direct or indirect (including, without limitation, loss of profit) and whether arising in contract, tort or otherwise.
9. The Sign Shop will take reasonable care to ensure its assessments and recommendations are soundly based and aimed at completing the agreed tasks to a professional standard. Where the Customer undertakes actions following recommendations from The Sign Shop the customer accepts that responsibility for any subsequent outcomes from this remains with the Customer.
10. All invoices, concerning credit account customers, are due for payment 30 days after the invoice. Any invoice outstanding beyond this period may be referred to a solicitor and will be subject to a surcharge of 15% plus VAT and £50 to cover the collection costs incurred. This surcharge with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.
11. The Sign Shop may at any time before title passes and without any liability to the Customer repossess and dismantle and use or sell all or any of the products and by doing so terminate the customers right to use, sell or otherwise deal in them; and for that purpose (or determining what if any products are held by the customer and inspecting them) enter any premises of or occupied by the customer.
12. In the event that any latent defect in the Signage is discovered by the Customer during the period of 3 months from the date of delivery of the Signage, and the customer informs the Sign Shop of the said defect in writing within 7 days of discovery and the said defect having been caused by faulty design, manufacture, materials or workmanship but not by abnormal use, misuse or neglect the Sign Shop will, at its option either repair the goods at its own expense, replace the goods or refund the purchase price of the products.
13. The Sign Shop may terminate the agreement with the customer at any time:
 - a. should the Client fail to make a due payment within 15 days of being notified that a due payment has not been made,
 - b. should the Client go into liquidation or have a receiver/administrative receiver appointed over any of its assets,
 - c. if the Client is in breach of any term of this agreement and the breach is incapable of remedy or, if the breach is remediable, it continues for a period of 15 days after written notice requiring the breach to be remedied has been given to the Client,
 - d. if, in The Sign Shop s sole opinion, the customer is using The Sign Shop services in a way likely to damage or bring disrepute onto The Sign Shop and the Client does not immediately desist from this use on written notice from The Sign Shop to this effect.

In the event of any of the above terminations, The Sign Shop reserves the right to charge the Client for time and materials spent on the client's project at a rate of £40 per hour.

14. Each provision in this agreement limiting or excluding liability operates separately and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision.

The Sign Shop reserve the right to alter these Terms and Conditions from time to time. By continuing to accept services from The Sign Shop after being notified by e-mail or otherwise of the altered Terms and Conditions the Customer will be deemed to be bound by the altered Terms and Conditions.