



[Terms and Conditions](#)

Website Terms and Conditions of Use

www.signage-systems.co.uk

1. Introduction

These terms and conditions govern your use of our website www.signage-systems.co.uk by using and viewing our website, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions, do not use our website.

2. Intellectual property rights

Unless otherwise stated, signage systems or its licensors own the copyright and intellectual property rights within this website and material on the website. Subject to the licence below, all our intellectual property rights are reserved.

3. Use of the Website

You may view, download for caching purposes only, and print pages or other content from the website, provided that:

(3a) you must not republish material from this website (including republication on another website), or reproduce or store material from this website in any public or private electronic retrieval system;

(3b) you must not reproduce, duplicate, copy, sell, resell, visit, or otherwise exploit our website or material on our website for a commercial purpose, without our express written consent

4. Trade Marks

The trade marks, names, logos and service marks (collectively "trade marks") displayed on this website are registered and unregistered trade marks of Signage Systems. Nothing contained on this website should be construed as granting any licence or right to use any trade mark without the prior written permission of Signage Systems.

5. Disclaimer of Liability

Signage Systems shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, your or your company's personal information or material and information transmitted over our system. In particular, neither signage systems nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

6. Restricted access

We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion. If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential. You accept responsibility for all activities that occur under your user ID or password. We may disable your user ID and password at our sole discretion OR if you breach any of the policies or terms governing your use of our website or any other contractual obligation you owe to us.

7. Variation

We may revise these terms and conditions from time-to-time. Please check this page regularly to ensure you are familiar with the current version.

8. Entire agreement

These terms and conditions, together with our privacy policy constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

9. Law and jurisdiction

This notice will be governed by and construed in accordance with English law, and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the courts of England.

10. Information on the Website

Whilst every effort is made to update the information contained on this website, neither Signage Systems nor any third party or data or content

provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, any share price information, research information, data and/or content contained on the website (including but not limited to any information which may be provided by any third party or data or content providers) ("information") and shall not be bound in any manner by any information contained on the website. Signage Systems reserves the right at any time to change or discontinue without notice, any aspect or feature of this website. No information shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes. You and your company rely on the information contained on this website at your own risk.

11. External Links

External links may be provided for your convenience, but they are beyond the control of Signage Systems and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links you must refer to that external website's terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of Signage Systems.

12. Conflict

Where any conflict or contradiction appears between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

13. Copyright Notice

All aspects of this web site – design, text, graphics, applications, software, underlying source code and all other aspects – are copyright of Signage Systems and its affiliates or content and technology providers.

In accessing these web pages, you agree that any downloading of content is for personal, non-commercial reference only. No part of this web site may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior permission of the Website Owner.

14. Cookies

A cookie is an alphanumeric identifier which we transfer to your hard drive through your web browser when you visit our website. It enables our own system to recognise you when you visit our website, to track the pages you looked at while visiting our website and therefore to improve our service to you. Cookies may also be used to compile aggregate personal information about the areas of our website which are visited most frequently. This aggregate personal information can be used to enhance the content of our website and make your use of it easier. If you wish to reject our cookie, you may configure your browser to do so. However, if you do so, you may not be able to use certain features on our website.

15. Severability and waiver

If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.

No waiver of any of these terms and conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Signage Systems Ltd – Terms & Conditions

1. **Definitions**
- 1.1 "Seller" shall mean Signage Systems Ltd its successors and assigns or any person acting on behalf of and with the authority of Signage Systems Ltd.
- 1.2 "Buyer" shall mean the Buyer or any person acting on behalf of and with the authority of the Buyer.
- 1.3 "Guarantor" means that person (or persons), or entity, which agrees to be liable for the debts of the Buyer on a principal debtor basis.
- 1.4 "Goods" shall mean Goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Seller to the Buyer.
- 1.5 "Services" shall mean all services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the cost of the Goods as agreed between the Seller and the Buyer subject to clause 3 of this contract.
2. **Acceptance**
- 2.1 Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and can only be amended with the written consent of the Seller.
- 2.4 The Buyer undertakes to give the Seller at least fourteen (14) days notice of any change in the Buyer's name, address and/or any other change in the Buyer's details.
3. **Price And Payment**
- 3.1 At the Seller's sole discretion the Price shall be either;
 - (a) as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or
 - (b) the Seller's quoted Price (subject to clause 3.2) which shall be binding upon the Seller provided that the Buyer shall accept the Seller's quotation in writing within thirty (30) days.
- 3.2 The Seller reserves the right to change the Price in the event of a variation to the Seller's quotation.
- 3.3 At the Seller's sole discretion a deposit may be required.
- 3.4 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due thirty (30) days following the date of the invoice.
- 3.5 At the Seller's sole discretion;
 - (a) payment shall be due on delivery of the Goods, or
 - (b) payment shall be due before delivery of the Goods, or
 - (c) payment for approved Buyers shall be made by instalments in accordance with the Seller's payment schedule, or
 - (d) payment for approved Buyer's shall be due thirty (30) days following the date of an invoice.
- 3.6 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Buyer and the Seller.
- 3.7 VAT and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
4. **Delivery Of Goods**
- 4.1 At the Seller's sole discretion delivery of the Goods shall take place when;
 - (a) the Buyer takes possession of the Goods at the Seller's address or
 - (b) the Buyer takes possession of the Goods at the Buyer's address (in the event that the Goods are delivered by the Seller or the Seller's nominated carrier); or
 - (c) the Buyer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Buyer's agent.
- 4.2 At the Seller's sole discretion the costs of delivery are;
 - (a) included in the Price, or
 - (b) in addition to the Price, or
 - (c) for the Buyer's account.
- 4.3 The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Buyer is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery.
- 4.4 Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of this agreement.
- 4.5 The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 4.6 Buyers wishing to open a credit account with the Seller are required to complete a New Account Application. The Seller reserves the right to refuse credit to the Buyer.
- 4.7 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 4.8 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.
5. **Risk**
- 5.1 If the Seller retains ownership of the Goods nonetheless, all risk for the Goods passes to the Buyer on delivery.
- 5.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Buyer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.
6. **Title**
- 6.1 It is the intention of the Seller and agreed by the Buyer that ownership of the Goods shall not pass until:
 - (a) the Buyer has paid all amounts owing for the particular Goods, and
 - (b) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer.
- 6.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Goods shall continue.
- 6.3 It is further agreed that:
 - (a) where practicable the Goods shall be kept separate and identifiable until the Seller shall have received payment and all other obligations of the Buyer are met; and
 - (b) until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease; and
 - (c) the Seller shall have the right of stopping the Goods in transit whether or not delivery has been made; and
 - (d) if the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods; and
 - (e) the Buyer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Buyer shall hold any proceeds from the sale or disposal of the Goods on trust for the Seller; and
 - (f) the Buyer shall not deal with the money of the Seller in any way which may be adverse to the Seller; and
 - (g) the Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller; and
 - (h) the Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer; and
 - (i) until such time that ownership in the Goods passes to the Buyer, if the Goods are converted into other products, the parties agree that the Seller will be the owner of the end products.
7. **Buyer's Disclaimer**
- 7.1 The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Buyer by the Seller and the Buyer acknowledges that the Goods are bought relying solely upon the Buyer's skill and judgment.
8. **Defects**
- 8.1 The Buyer shall inspect the Goods on delivery and shall within three (3) days notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods.
- 8.2 No Goods shall be accepted for return except in accordance with 8.1 above.
9. **Returns**
- 9.1 Returns will only be accepted provided that:
 - (a) the Buyer has complied with the provisions of clause 8.1; and
 - (b) the Seller has agreed in writing to accept the return of the Goods; and
 - (c) the Goods are returned at the Buyer's cost within seven (7) days of the delivery date; and
 - (d) the Seller will not be liable for Goods which have not been stored or used in a proper manner; and
 - (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 9.2 The Seller will not accept the return of Goods for credit.
- 9.3 The Seller may (in its discretion) accept the return of Goods for credit or refund but this may incur a handling fee of 10% of the value of the returned Goods plus any freight.
10. **Warranty**
- 10.1 The Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 10.2 In the case of second hand Goods, the Buyer acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Seller as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Seller shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.
- 10.3 To the extent permitted by statute, no warranty is given by the Seller as to the quality or suitability of the Goods for any purpose and any implied warranty is expressly excluded. The Seller shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.
11. **Sale of Goods Act 1893 and Sale of Goods and Supply of Services Act 1980**
- 11.1 This agreement is subject to the provisions of the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980 in all cases except where the Buyer is contracting within the terms of a trade/business (which cases are specifically excluded).
- 11.2 Notwithstanding clause 11.1 nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980, except to the extent permitted by those Acts where applicable.
12. **Default & Consequences Of Default**
- 12.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- 12.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.
- 12.3 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.
- 12.4 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or
 - (b) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer.
13. **Security And Charge**
- 13.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:
 - (a) where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
 - (b) should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
 - (c) The Buyer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Buyer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 14.1.
14. **Cancellation**
- 14.1 The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.
- 14.2 In the event that the Buyer cancels delivery of Goods the Buyer shall be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.
15. **Data Protection Act 1988 & Data Protection Act 2003**
- 15.1 The Buyer and the Guarantor(s) (if separate to the Buyer) authorises the Seller to:
 - (a) collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services to the Buyer; and
 - (b) to disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Buyer.
- 15.2 Where the Buyer is an individual the authorities under (clause 15.1) are authorities or consents for the purposes of the Data Protection Act 1988 & Data Protection Act 2003.
- 15.3 The Buyer shall have the right to request the Seller for a copy of the information about the Buyer retained by the Seller and the right to request the Seller to correct any incorrect information about the Buyer held by the Seller.
16. **Unpaid Seller's Rights**
- 16.1 Where the Buyer has left any item with Seller for repair, modification, exchange or for the Seller to perform any other Service in relation to the item and Seller has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Seller shall have:
 - (a) a lien on the item;
 - (b) the right to retain the item for the Price while the Seller is in possession of the item;
 - (c) a right to sell the item.
- 16.2 The lien of the Seller shall continue despite the commencement of proceedings, or judgment for the Price having been obtained.
17. **General**
- 17.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 17.2 These terms and conditions and any contract to which they apply shall be governed by the laws of England and are subject to the jurisdiction of the courts of England.
- 17.3 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.
- 17.4 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.
- 17.5 The Buyer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Buyer by the Seller.
- 17.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.
- 17.7 The Seller reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Buyer of such change. Except where the Seller supplies further Goods to the Buyer and the Buyer accepts such Goods, the Buyer shall be under no obligation to accept such changes.
- 17.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.