



Terms and Conditions of Sale

1. Contacting The Now Group

NowSigns/NowDisplay, Unit 6, Moreton Industrial Park, Gledrid, Oswestry, Shropshire, LL14 5DG

Email: sales@nowgroup.co.uk

Tel: 01691 680 833

These standard Terms & Conditions apply to the supply of all products and services by the Now Group (Now Signs/Now Display) unless we otherwise agree in writing.

2. Interpretation

By ordering any goods from The now Group (NowDisplay/NowSigns) the person(s) firm or company from who an order to supply goods is received by the Seller (The 'Buyer') will be deemed to accept that these conditions take precedence over any other conditions contained on or in any letter, order form, acceptance form, receipt or the like received by the Seller in connection with the goods so ordered and that no such conditions will form part of the contract between the Seller and the Buyer (the 'Contract') unless specifically agreed in writing.

The conditions apply to all the Seller's sales of goods, and the Buyer and Seller agree that any variation of these Conditions and any representations about the goods shall have no effect unless expressly agreed in writing. By placing an order with the Seller, the contract shall be deemed made upon, and only upon, the Seller having received payment in full, in cleared funds, following despatch of the Seller's Formal Order Confirmation to the Buyer. In the case of an Account Customer, the contract shall be deemed made upon despatch of the Seller's Formal Order Notification. The Seller reserves the right to refuse to make any contract with any Account Customer or to refuse to make or complete delivery of any Goods to any Account customer if it has reason to believe that there is a reasonable prospect the Account Customer will not be in a position to pay for the Goods in question.

Where the goods and services are sold under a consumer sale (as defined by the Sale of Goods Act 1979) the statutory rights of the Buyer are not affected by these conditions.

3. Quotations

All quotations and tenders are given by the Seller on condition that the Seller shall not be bound until it has communicated its written acceptance of the Buyer's order, or (if earlier) the Seller delivers the good to the Buyer.

4. Cost Variation

Except where a price is stated to be 'fixed' by the Seller, on its written acceptance of the Buyer's order any price quoted by the Seller or comprised in the order or Contract is provisional only and the actual price to be paid by the Buyer shall be the Seller's price ruling at the date of despatch.

5. Payment

Ownership of the Goods is not passed to the Customer until payment has been received in full.

Account Customers: Goods and services invoiced up to and including the last day of a calendar month shall be paid for in cash or cleared funds not later than the last business day of the following month. The Buyer shall make all payments due without deduction, whether by way of set-off counterclaim, discount or otherwise. If terms of payment are not complied with, the seller shall have right to change interest in the rate of 1.5% for every month or part of a month between the due date of payment and the final settlement. The Seller reserves the right to claim interest and fixed sum compensation under the Late Payment of Commercial Debts (Interest) act 1998.

Non-Account Customers: Goods and services will only be despatched upon receipt or cleared funds – Card Payment, BACS or cash.

6. Delivery

If no time for delivery is specified in the Contract, the Buyer shall be bound to accept the goods when they are ready for delivery by the Seller. If the buyer does not accept delivery, the goods will be deemed to have been delivered, risk in the goods will pass to the Buyer (including for loss or damage caused by the Seller's negligence) and the Seller may store the

goods until delivery, whereupon the Buyer will be liable for all related costs and expenses (including storage and insurance).

The risk in goods shall pass to the Buyer when the goods are delivered to the Buyer, or in accordance with his instruction.

The quantity of any consignment of goods as recorded by the Seller upon dispatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary. Any complaint of short delivery or of damaged goods in transit must be notified within 24 hours of receipt of goods and confirmed in writing at that time by the Buyer to the Seller and any complaint of failure to deliver goods invoiced must be so notified within 10 days of the date of the invoice. The Seller's liability for non-delivery of goods shall be limited to replacing the goods within a reasonable time or issuing a credit note at the appropriate rate.

Each delivery will constitute a separate Contract and any failure or defect in any one delivery will not vitiate the contract at the appropriate rate.

Any time or date for delivery named by the Seller is an estimate only and time for delivery shall not be made of the essence by notice. The Seller shall not accept liability for any loss (including loss or profit), costs, damages, charges, or expenses caused directly or indirectly by any delay in the delivery of the goods (even if caused by the Seller's negligence).

7. Ownership

7.1 The Seller and the Buyer expressly agree that the legal ownership of the goods shall not pass to the buyer until the Seller has received in full (in cash or cleared funds) all sums due to it (including any interest charged) in respect of:

7.1.1 the goods and

7.1.2 all other sums which are or which become due to the Seller from the Buyer on any account.

7.2 Until ownership of the goods has passed to the Buyer, the Buyer must:

7.2.1 hold the goods on a fiduciary basis as the Seller's bailee;

7.2.2 store the goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;

7.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the goods

7.2.4 maintain the goods in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller; and

7.2.5 hold the proceeds of the insurance referred to on trust for the Company to not mix them with any other money, nor pay the proceeds into an overdrawn bank account;

7.3 The Seller may recover the good(s) (excluding any goods ownership of which had already passed to the Buyer) from the Buyer at the time and for that purpose the Buyer grants the Seller, its servants and agents an irrevocable licence at any time to enter upon any land or buildings upon which the goods are situated in order to inspect or recover them. If the Seller resells any of the goods so recovered, the Seller shall give the Buyer credit for any sum received by the Seller in excess of the sums due from the buyer to the Seller;

7.4 The Buyer may dispose of the goods before ownership has passed to it in the ordinary course of its business at full market value as principal (but any warranties, conditions, or representations given or made by the Buyer to any third party shall not be binding on the Seller who shall be indemnified by the Buyer with respect thereto) and may pass goods title in the goods to a third party being a bona fide purchaser for value without notice of the Seller's rights.

7.5 If the Buyer incorporated the goods into other products (with addition of its goods or those of others) or uses such goods as material for other products (with or without such additions) legal ownership of those other products is upon such incorporation or use and by that event transferred to the Seller and sub-clauses 7.3 & 7.4 shall apply mutatis to those other products in place of the goods.

8. Warranties

8.1 The Seller warrants that the goods are of satisfactory quality and that they comply with any specific description or specification supplied by the Seller or the buyer in writing.

8.2 The Seller gives no warranty that the goods are suitable for any particular purpose or for use under any specific conditions, unless the buyer has given full written details of the purpose and the Seller has expressly warranted the goods suitability in writing. It is in all cases the responsibility of the Buyer to satisfy itself that there is no apparent defect in the goods.

8.3 If the Buyer alleges any goods fail to comply with the warranty given, it shall give written notice to their Seller within 10 days of the time when the Buyer discovers or ought to have discovered the defect. If agreed in writing in advance between the Buyer and the Seller, the Buyer shall then return the goods to the Seller. After it has had a reasonable time to investigate and examine the goods, the Seller may:

8.3.1 replace the goods; or

8.3.2 accept the return of goods and credit the Buyer with the purchase price; or

Warranties Cont./...

8.3.3 make the Buyer an allowance representing the difference between the value of the goods at the time of the complaint by the Buyer and the value they would have had if they had been in accordance with the Contract, providing the Buyer pays the balance not in dispute according to normal terms.

8.4 If the seller complies with Condition 8.3, it shall have no further liability for a breach of any of the warranties in respect of the goods.
8.5 No claim can be entertained after the goods or any part thereof have been processed in any way or if the Buyer continues to use the goods after giving notice to the Seller, or if the defect arises because the Buyer failed to follow the Seller's instructions or (if there are none) good trade practice.

9. Force Majeure etc.

The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate suitable materials.

10. Governing Law

The Law of England shall govern the validity construction and performance of any contract to which these Conditions apply, and the Buyer and Seller submit to the exclusive jurisdiction of the English courts.

11. General

The Buyer acknowledges that the Seller may make a search with credit reference agency and keep a record of that search on computer or in manual records and may share that information with other businesses. The Seller may also make enquiries about the principal directors with a credit reference agency.

The Buyer and Seller do not intend that any term of the Contract between them will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, void, voidable, unenforceable or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

All communications between the parties about the Contract must be in writing and delivered by hand or sent by pre-paid first class post and not by e-mail:

(in the case of communications to the Seller) – to its registered office or such changed address as shall be notified to the Buyer by the Seller: or

(in the case of communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract of such other address as shall be notified to the Seller by the Buyer.

Communications shall be deemed to have been received:

If sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and public and bank holidays within the UK) after posting (exclusive of the day of posting):

If delivered by hand, on the day of delivery;

12. Privacy Policy

At the Now Group (Now Signs/Now Display) we are dedicated to Safeguarding and preserving your privacy when visiting our site or communicating electronically with us. Our Privacy Policy has been provided and approved by [internet law](#) specialists LegalCentre.co.uk. This Privacy Policy, together with our terms of use, explains what happens to any personal data that you provide to us, or that we collect from you are on this site.

We do update this Policy from time to time so please do return and review this Policy regularly. (For the purpose of the Data Protection Act 1998 our data controller is M Willcock.

The Now Group (Now Signs/Now Display) will use information supplied to us to provide our products and services, for credit control and market research purposes, and to inform you of any special promotions or events which we believe may be of interest to you. We will not pass, disclose or sell your information (other than personal information which is not already publicly available) to any third party without your consent.

By submitting your personal information, you are giving us consent to contact you from time to time for marketing, advertising and public relations purposes.

See our [Privacy Policy](#).

13. Website Disclaimer

The disclaimer details our obligations to you regarding our website. This disclaimer has been provided and approved by [legal forms](#) provider [LegalCentre.co.uk](#). Please read this disclaimer in full before you use this Website. Using the Website implies that you accept the terms of this disclaimer. We do occasionally update this disclaimer so please refer back to them in the future. [Website Disclaimer](#).

14. Adequacy of Instructions

We provide services only on the basis that those instructing us give us all proper, necessary and timely instruction, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructing, and that those instructing us indemnify us accordingly.

You agree to provide us with the specific copy, images and information we require in order to create your product, or to advise us as to where we can locate such materials. We accept no responsibility for your published material, e-mail broadcasts or website not being made live/product being completed by a specific date, if we are unable to secure necessary and/or suitable information and/or materials from you. The time taken to compile the data, as well as any time required to correct errors, omissions or discrepancies which have arisen through your not providing us with adequate materials, will be charged to you at our standard rate. Where you supply or specify materials, we will take every care to secure the best results in the finished product, but we accept no responsibility for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

15. Proof Approval

You will be supplied with either a printed or electronic proof (.pdf, jpeg or similar file sent by e-mail) for approval prior to publishing your work electronically or in printed form. Your signing or submitting a digital version of the proof approval form confirms that you agree to the design and contents of the printed document or electronic file as depicted in the proof. This proof may not be truly representative of the final colours of your published product and should an exact colour match be imperative you must raise this with us at the time of ordering or approval. We cannot guarantee colour consistency on printed materials, web-sites, e-mail communications due to computer and monitor calibration governed by their user, and are out of our control. Differences in print media will also govern final print colours and this must be taken into consideration when ordering products on differing paper products. Once you have signed the proof you may not be able to make any changes to the final product, nor are you able to hold the Now Group (Now Signs/Now Display) responsible for anything you are unhappy with. If printing has begun we will make every effort to delay production if you identify a problem after approving artwork to proceed, but this may incur additional cost to correct the problem, and any materials already used to produce your work may be charged for. This contract revokes your right to take any kind of action against the Now Group (Now Signs/Now Display) for any aspect of the work with which you are later dissatisfied. Instructing us to proceed by signing the proof approval, submitting it electronically or instructing us to proceed by e-mail means that, as long as the finished product is as discussed with our representative and consistent with the proof supplied, you must pay in full for the work.

No artwork will be supplied for a third party to print or publish whether electronically or in physical form, or any printing or electronic publishing organised by ourselves on your behalf, without prior written approval as detailed above by an authorised representative of the client.

16. Specific Terms & Conditions

Website & Artwork

Our minimum charge is quarter of an hour of time. All requests for work will be estimated at our standard hourly rate. If new material is introduced (for websites – extra pages, additional functions or more information than is already available) (for artwork change of brief) then this must be paid for as a new job.

Hosting & Email Accounts

Clients websites are hosted on our own servers. Our standard hosting is **£ per annum**. We may vary this charge depending upon specific requirements. The Now Group (Now Signs/Now Display) take no responsibility for any loss of business through non retrieval of emails, bounced messages or undelivered electronic mail. The Now Group (Now Signs /Now Display) take no responsibility for the content of emails including attachments and viruses. Cancellation of any website will result in the withdrawal of the hosting after 72 hrs.

Transferring of domain names from The Now Group (Now Signs/Now Display) to another host will incur a fee of £30. Annual hosting will be automatically renewed. If clients wish to cancel their annual hosting this must be done in writing 30 days before the renewal date, otherwise all charges will become payable.

Embroidered and Printed Garments & Workwear Own Garments –

Customer's property supplied for printing or embroidery is held at the customer's risk. Whilst every care will be taken in printing or embroidery, we cannot accept responsibility for imperfect work caused by unsuitability of materials supplied by the customer. If an error occurs while printing/embroidering a logo onto a customer's own garment, Now Group (Now Signs/Now Display) is only liable for the quoted price of applying the print/embroidery to said garment. At

Embroidered and Printed Garments & Workwear

Own Garments continued...

no time and under no circumstance shall Now Group (Now Signs/Now Group) be liable for the cost of the garment.

Vehicle Livery & Wrap -

See our specific Terms & Conditions

17. Copyright and Intellectual Property

Copyright and all intellectual property – creative design work, written copy, photography and finished artwork produced by The Now Group (Now Signs/Now Display) employees and sub-contractors on behalf of clients remains the property of the Now Group (Now Signs/Now Display) unless agreed otherwise in writing.

On full and final settlement of any outstanding monies due the intellectual property rights and copyright pass to the client. However, any preliminary concepts and designs (not chosen to proceed into production) will remain the property of the Now Group Now Signs/Now Display).

We reserve the right to use any artwork or printed matter we produce on clients behalf for the purpose of promoting our services, unless you request otherwise in writing.

18. Fee Structure

Our fees are based on a standard rate of £50 per hour. We reserve the right to amend this rate at any time.

Our fees and quotations exclude any costs incurred (i.e. travel, photography, stock imagery, delivery).

All quotations are valid for thirty days, after which time we may need to re-quote.

We will provide you with an estimate of the anticipated timescale for completion of your work, and keep you informed of any changes to these timescales.

IN THESE CONDITIONS OF SALE, THE FOLLOWING WORDS SHALL HAVE THE FOLLOWING MEANING:

'Account Customer' means a Customer which is so designated by the Company, and, subject to these terms and conditions, which the Company may have authorised to purchase Goods on credit terms. And 'Customer Account' shall be construed accordingly.

'Business customer' means any Customer who is not a Consumer Customer.

'Customer' means a Business Customer or a Consumer Customer.

'Company' means Now Signs whose principal place of business is – Unit 6 Moreton Business Park Gledird Wrexham LL14 5DG

'Conditions' means the terms and conditions set out in this document.

'Consumer Customer' means any natural person who purchases Goods from the Company other than in the course of their business or for use in their business and who identifies themselves as a 'consumer' when placing an order.

'Contract' means any contract between the Company and the Customer for the Sale of any Goods.