

Ascent Printed Media Limited

Terms and Conditions

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Please read the following important terms and conditions before using our website and check that they contain everything you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:

up to 30 days: if your goods are faulty, you can get a refund;

up to six months: if it can't be repaired or replaced, then you're entitled to a full refund in most cases;

up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'we', 'us' or 'our' means *Ascent Printed Media Limited*; and
- 'you' or 'your' means the person using our site to buy goods from us.

If you have any questions about this contract or any orders you have placed, please contact us by:

- sending an email to paul@ascentprintedmedia.co.uk; or
- calling us on 07530 827977 (our telephone lines are open between 9am – 5pm, Monday - Friday).

Who are we?

We are Ascent Printed Media Limited, a company registered in England and Wales under company number: 14742326.

Our registered office is at: 1 West Terrace, Exeter, Devon, England, EX1 2TF.

Our VAT number is: 440251634.

The details of this contract will not be filed by us. Please print out or save a copy of this contract for your records as we will not save a copy for you.

1 Introduction

- 1.1 Welcome to the Ascent Printed Media Limited website. If you continue to browse or use this website, you agree to be legally bound by the Terms and Conditions of use, and any documents referred to within them, which govern our relationship with you.
- 1.2 This contract is only available in English. No other languages will apply to this contract.
- 1.3 If you disagree with any part of these Terms, please do not use our website.
- 1.4 All of the above documents form part of this contract as though set out in full here.

2 Licence to use our website

- 2.1 We (or our licensors) own the intellectual property rights in the Website and the material on the Website.
- 2.2 You may view and print pages from the Website for your own personal use, providing you comply with the restrictions below.
- 2.3 You must not:
 - 2.3.1 republish or re-use material from our website.
 - 2.3.2 sell, rent, or license material from our website; or
 - 2.3.3 copy or exploit material on our website for a commercial purpose.

3 Acceptable use

- 3.1 You must not use our website in any way that causes, or may cause, damage to the Website.
- 3.2 You must not use our website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.3 You must not use our contact details, except to contact us with genuine quotation requests, queries or complaints.

4 Information we give you

- 4.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

4.1.1 contact us using the contact details at the top of this page.

- 4.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

- 4.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

5 Your privacy and personal information

- 5.1 Our **Privacy Policy** is available at www.ascentprintedmedia.co.uk.

- 5.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

6 Right to cancel

- 6.1 You have the right to cancel this contract at any time.

- 6.2 If you wish to cancel an order, you will be liable to pay any costs incurred for work already carried out up to the date when written cancellation is received by us.

- 6.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post or email) using the contact details at the top of this page.

- 6.4 You will not have a right to cancel any order under the Consumer Protection (Distance Selling) Regulations 2000, because the products under this agreement are products which are made to your specifications and/or clearly personalised.

7 Cancellation by us.

- 7.1 We may choose to reprint any defective work; in which case we shall not be liable to make any refund.

- 7.2 We reserve the right to cancel an order up to the point of delivery if it was based on wrong price due to an error.

8 Price and timings

- 8.1 Our prices and delivery charges will be available upon request. However, it is always possible that material prices and delivery charges may change so are subject to the price ruling at the time of order. We will therefore verify prices and delivery charges as part of our sale

procedures, so that a correct price and delivery charge will be stated before your order is delivered.

- 8.2 Prices may vary subject to sight of your artwork.
- 8.3 The prices quoted may or may not include UK value added tax. The VAT delivery rate varies depending upon the type of products you purchase and may vary over time. If VAT is required on your order (even if this is not realised until after the bill has been paid), you as the customer are liable to pay the VAT in full before receiving your delivery. We will endeavour to inform you of the applicable VAT delivery rate before we accept your order.
- 8.4 Prices are liable to change at any time, but any changes will not affect orders which have already been agreed.
- 8.5 Quotes are valid for 2 weeks (except in relation to our express service which is valid only at the time of ordering/confirming). Timed estimates can change up to the point when they are confirmed.
- 8.6 We will use all reasonable efforts to deliver work on time, but any delivery day specified is an estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods.

9 Delivery

- 9.1 We will arrange for your work to be delivered to the address for delivery indicated in your order.
- 9.2 We will use reasonable endeavours to deliver work within 8 days of the date of confirmation of completion of your work. However, we cannot guarantee delivery by the relevant date. We do however guarantee that unless there are exceptional circumstances all deliveries will be dispatched within 30 days of the later of receipt of payment and the date of confirmation of completion of your work.
- 9.3 If something happens which is outside of our control and affects the estimated date of delivery, we will provide you with a revised estimated date for delivery..
 - 9.3.1 Unless we expressly agree otherwise, we will only deliver work within the UK.
 - 9.3.2 Any international deliveries which we agree may be subject to customs clearance and local country restrictions may apply.
 - 9.3.3 We will not be responsible for any customs and excise charges that may occur from the import or export of your goods.

10 Payment

- 10.1 We will specify during the order process whether we require payment in advance or following completion of the work.
- 10.2 Where we require payment in advance, payment must be made immediately at the time of your order.

- 10.3 Where we require payment following completion of the work, we may invoice each order at any time after receipt of your order, and you agree to pay any such invoices within the 14 days of the date of the invoice.
- 10.4 If your payment is not received by us and you have already received the goods, you must:
- 10.4.1 pay for such goods as soon as possible and in any case within 14 days; or
- 10.5 Payment must be made in clear funds within the deadline stated on the invoice, without set-off or deduction.
- 10.6 We may withhold work and/or terminate our agreement with you, if the price is not received from you in full, on time, in cleared funds.
- 10.7 Payment for all work must be made by bank transfer to the account that we notify to you. In the event of late payment, interest of 8% above the Bank of England base delivery rate, plus an administration fee of £40 for debts up to £1000, £70 for debts from £1000 to £10,000, and £100 for debts over £10,000 and a debt recovery fee of 10% shall be added to any overdue amount.
- 10.8 Customer accounts will be subject to credit limits which we may vary from time to time in our absolute discretion.
- 10.9 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 6 and 7.

11 Passing of Title and Risk

- 11.1 The goods will be at your risk from the time of delivery.
- 11.2 The title of the goods, delivered or not, shall only pass to you once we have received payment in full and cleared funds for the goods.
- 11.3 until title to the goods has passed to you, you shall:
- 11.3.1 hold the goods as bailee for us;
- 11.3.2 store the goods separately from all other material your possession;
- 11.3.3 take all reasonable care of the goods and keep them in the condition in which they were delivered;
- 11.3.4 insure the Goods from the date of Delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting our interest on the policy;
- 11.3.5 ensure that the Goods are clearly identifiable as belonging to us;
- 11.3.6 not remove or alter any mark on or packaging of the goods;
- 11.4 In the event of non-payment for the goods, we reserve the right to;
- 11.4.1 require you at the your expense to re-deliver the goods to the us; and

- 11.5 if you fail to do so promptly, we may enter any premises where the goods are stored and repossess them.

12 Quantity variation

- 12.1 In accordance with normal industry standards, we shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and you will be charged at the contract delivery rate for the quantity delivered.

13 Defective products

- 13.1 If we agree that the products are not of satisfactory quality, or do not materially conform with your instructions or artwork, we may choose either:

13.1.1 to reprint the work; or

13.1.2 to provide you with a full refund (or a refund regarding that part of the work which is defective).

- 13.2 Where you wish to make a claim of defective work, you must on our request return the defective products to us. If we agree that the products are not of satisfactory quality, we will refund the cost of returning the products (at the standard postal return delivery rate).

- 13.3 Any claims for damages, delay or partial loss in transit must be made in writing to us, to reach us within 5 days of delivery.

- 13.4 All claims regarding the quality or quantity of the goods shall be made in writing to us so as to reach us within 10 working days of receipt of goods, otherwise such goods shall be deemed to comply as to quality and quantity within the terms of the contract.

14 End of the contract

If this contract is ended, it will not affect our right to receive any money which you owe to us under this contract.

15 Data Protection

- 15.1 Ascent Printed Media Limited is registered under the General Data Protection Regulations ("GDPR") and holds a data protection licence under the number 00017508404. To enable this Company to provide the Services we will process and control personal information and data (including sensitive personal data as defined by the GDPR).

- 15.2 We will receive the name(s) and address(es) of the intended recipients of work that you engage us for. These will then be passed to our third party printers and delivery providers who will utilise this information to complete your order and this will then be subsequently delivered to the intended recipients.

- 15.3 Subject to your rights above, by accepting both these Engagement Terms and our Terms under our Privacy Policy you are giving positive consent for us to obtain, store and process this personal information. Relevant privacy notices in relation to GDPR can be requested by emailing paul@ascentprintedmedia.co.uk.

16 Limitation on our liability

- 16.1 Whilst we endeavour to ensure that the information on this Website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up to date.
- 16.2 To the extent permitted by applicable law we exclude all representations, warranties and conditions relating to the Website and any work undertaken by us.
- 16.3 We are not liable for any indirect or consequential loss or damage arising, whether arising in tort, contract, or otherwise and we are not liable for any loss of profit, contracts, business, goodwill, data, income, revenue, or anticipated savings arising.
- 16.4 Nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.
- 16.5 Except in relation to defects in the goods causing death, injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods or work undertaken.
- 16.6 We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure.
- 16.7 You agree to indemnify us and hold us and our employees harmless from any claims, demands, liabilities or proceedings arising from any breach of third-party rights in the printed material ordered, including but not limited to copyrights, and you will indemnify us in respect of any costs, expenses and fees, including but not limited to legal fees we may incur in connection with the above.

17 Third party rights

- 17.1 No one other than a party to this contract has any right to enforce any term of this contract.

18 Force majeure

- 18.1 We are not responsible for failure or delay in the carrying out of our obligations due to any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any circumstances outside our control and in such circumstances, we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

19 Variation

- 19.1 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.

20 Entire agreement

- 20.1 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 any work undertaken for you, and supersede all previous agreements in respect of your use of this Website.

21 Jurisdiction

- 21.1 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).