

Terms and Conditions.

Please read all terms and conditions carefully before placing an order. All orders placed with **Singlamarket Business Services also trading as SM Print (SBS)** shall be bound by these conditions, unless otherwise agreed in writing. These terms and conditions are in conjunction with all formal signed contracts between SBS and the client.

1.0 Privacy Policy

SBS conforms to the Data Protection Act (1998) in relation to the storage and use of information obtained from the buyer whilst performing our services. SBS will not pass on Client data to third parties or will not keep data for any longer than is necessary and ensure that as and when the said data is no longer needed it is deleted from the SBS's records.

2.0 The Contract

All orders are subject to acceptance by SBS who will confirm acceptance either by sending you an email confirming your order, signing a formal contract or by accepting payment.

A legally binding contract will be formed only when a formal contract has been signed or when payment has been accepted.

3.0 Payment Terms

Prompt payment is the essence of the contract.

All prices are exclusive of VAT & Charges for shipping, insurance postage, carriage etc, unless otherwise specified at time of ordering. Invoices will be due for payment strictly within 7 days of submission. All charges will be duly notified as accurately as possible prior to the transaction taking place, however SBS reserves the right to notify client and make additional charges for any unforeseen circumstances.

For Graphic & Web Design or consultancy related services, 50% of payment is due prior to the starting of any work. 50% is then due following completion or 1 month after commencement, whichever happens first. If the Client also holds a Hosting Account with SBS, the Hosting account may be terminated without notice in the event that invoices fall into arrears. This will affect email communications and any other services provided by SBS.

For all Print related services, payment is due in full at the time of placing the order. No orders will be processed or completed until payment has been received in full.

If due payment is overdue in whole or in part, SBS may (without prejudice to any of its other rights) recover or resell the goods or part thereof and may enter upon the Clients premises by its servants or agents for that purpose. Such payment shall become due immediately upon the commencement of any act or proceeding in which the Clients solvency is involved.

If the Clients fails to accept delivery of any goods when delivered or in the event of any goods being delayed at the Clients request or in the event of the Clients failing to make any payment for goods when it is due the Client shall be liable to SBS for all additional cost incurred by SBS in relation to such goods or to any other goods which the SBS is then entitled to withhold.

Failures by the Clients to pay for any instalment or delivery when payment is due shall entitle SBS to withhold further deliveries. In the event that due payment has not been received within a maximum of 90 days, arrears will be passed to a Debt Collection Agency.

4.0 Delivery Terms

SBS will deliver the goods and/or services as agreed with the Client in accordance with the terms of this contract or any formally signed contract, to the Client or its agents or other persons to whom SBS has been authorised by the Client to deliver the goods.

If the goods are appropriated to the Client but kept at the SBS's premises at the Clients request, SBS shall have no responsibility in respect of the safety of the goods thereafter and accordingly the Client should insure the goods against such risk (if any) as it thinks appropriate.

Where delivery is to be made by instalments each instalment shall be treated as a separate contract. Any delay, defaults or non delivery in respect of any instalment by SBS shall not entitle the Buyer to cancel the remainder of the contract.

If SBS is prevented or delayed from making delivery of any goods by reason of Act of God, war hostilities, civil disturbances, government restrictions, strikes or industrial disputes or any other cause whatsoever beyond SBS's control, SBS may give notice in writing to the Client either cancelling SBS's outstanding obligations to deliver those goods which SBS is prevented from delivering or extending the time of delivery by a period equivalent to that during which delivery has been prevented and SBS shall not be liable to perform or to pay damages for non performance in this event.

5.0 Property Rights

SBS accepts no liability for trademark/copyright infringements of any work processed by SBS at the request of the Client and accordingly the Client should take full responsibility to research its request appropriately before placing the order as it will be liable to any legal proceedings if they occur.

All design related work created and sold by SBS remains the property of both SBS and the Client and may not be reproduced in any form, unless otherwise agreed in writing by SBS and the Client.

Any design related work which was created but not sold to the Client remains the property of SBS and may not be used in any way, unless otherwise agreed in writing.

SBS reserves the right to offer any unsold design related work or concepts to another Buyer. SBS also reserves the right to use any such design related work sold or unsold for future promotional activities as it sees fit.

From time to time, any third party supplier will reserve the right to use any goods or services that it has supplied on behalf of SBS for its own promotional activities, unless agreed otherwise.

Any goods/ services will only be the property of the client once payment has been received in full.

6.0 Complaints and Returns

Notification of carriage or wrongly shipped items must be made within 7 days of delivery date. Returns of any kind must be agreed to by us.

For Print related services: deviations in colour reproductions from the original, regardless of production technique, cannot be rejected. Faulty parts of the delivered goods do not warrant rejection of the complete delivery. Complaints made solely because the Client has failed to heed the information on requirements for the print data supplied to SBS cannot be raised. Short or excess shipments of up to 10% of the quantity ordered are to be accepted. We have the right to choose between repair or replacement of faulty goods which we have delivered, and for which we have assumed liability. Should repair fail, the client will be offered a reduced purchase price.

7.0 Cancellations and Refunds

The cancellation of any order by the Client shall not be effective without the prior written consent of SBS and upon any cancellation the Client shall pay to SBS such sum as is reasonable in respect of work done and materials ordered or supplied. Third party terms and conditions will be taken into account if this is the case.

Refunds are at the complete discretion of SBS.

If orders are cancelled and have been agreed by SBS for your order to be refunded, these shall be done up to 85% of the order value to cover admin fee's and costs. In the event of a cancellation of print related services, you must agree to an arranged collection of the goods and once they have been received the refund will be processed. Please allow up 14 working days for processing a refund.

8.0 Warranties

Except where SBS and the Client have otherwise agreed in writing, the Client is deemed to have satisfied themselves as to the suitability of the goods for the purpose for which the Client requires them and the Client so warrants to SBS. In the case of a third party supplier, the manufacturer's terms of warranty applies. Failure to comply with the payment terms will entitle SBS to invalidate any warranty claims.

9.0 Use of Website(s) www.singlamarket.co.uk & www.smprint.co.uk

The copyright in all material contained on, in, or available through the Website(s) including all information, data, text, music, sound, photographs, graphics and video messages, the selection and arrangement thereof, and all source code, software compilations and other material is owned by or licensed to SBS. As such you cannot copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Material without SBS's express permission.

10.0 Registration

Company Address: Singlamarket Business Services, 32 Adelaide Road, High Wycombe, Bucks. HP13 6UW.

VAT Number: 940 1746 37

These terms and conditions shall in all respects be construed and operate in conformity with English Law. Any disputes arising from this Contract will be litigated or arbitrated in England.

SBS reserves the right to vary these terms and conditions and any formal signed contracts.