

Terms and Conditions of Business

These Terms and Conditions govern the supply of goods and services by Prestige Signmakers Ltd ("Prestige Signs", "we", "us", "our") to the customer ("you", "your").

Prestige Signmakers Ltd provides bespoke signage solutions, including sign design, manufacture, installation, maintenance and related services. Our products include, but are not limited to, architectural signage, shop and fascia signs, illuminated signage, 3D signage, totem signs, projecting signs, neon signage, office signs, self adhesive graphics and banners.

By accepting a quotation, placing an order, approving artwork, paying a deposit, or otherwise instructing us to proceed, you agree to be bound by these Terms and Conditions.

1. Quotations and Orders

1.1 All quotations are provided subject to these Terms and Conditions.

1.2 Unless otherwise stated in writing, quotations are valid for **30 days** from the date of issue.

1.3 A quotation does not constitute a binding contract until we have accepted your order in writing or commenced work on your project.

1.4 Any drawings, specifications, quantities, dimensions, materials, finishes, colours, installation methods or other details included in a quotation are based on the information available at the time of quotation. We reserve the right to revise the quotation where additional requirements, site conditions or changes become apparent.

1.5 Any estimates regarding timescales, delivery dates or installation dates are provided in good faith but are estimates only unless specifically agreed otherwise in writing.



2. Deposits and Payment

2.1 Unless otherwise agreed in writing, a deposit or advance payment may be required before design, procurement, manufacture or installation work begins.

2.2 The balance of the contract price shall be payable in accordance with the payment terms stated on our quotation or invoice.

2.3 Where no alternative payment terms are stated, all invoices shall be payable within 30 **days** of the invoice date.

2.4 We reserve the right to suspend work, withhold delivery or postpone installation where payments are overdue.

2.5 All deposits and payments made towards bespoke or custom-made signage may be non-refundable once design, ordering, manufacture or other project work has commenced.

2.6 We reserve the right to charge interest and recover reasonable costs incurred in pursuing overdue payments, where permitted by law.

3. Design, Artwork and Customer Approval

3.1 We may provide artwork, drawings, visuals, specifications or samples as part of the design process.

3.2 You are responsible for carefully checking and approving all artwork, including:

- spelling;
- grammar;
- dimensions;
- colours;
- logos;
- telephone numbers;
- website addresses;
- positioning;



- quantities;
- any other information appearing on the finished product.

3.3 Once artwork or production information has been approved, any subsequent changes may result in additional charges and revised lead times.

3.4 We shall not be responsible for errors, omissions or inaccuracies that were included in artwork or specifications approved by you.

3.5 Colours displayed on screens, printed proofs, samples or visualisations may vary from the finished product due to differences in materials, manufacturing processes, lighting and display technology. Reasonable variations shall not constitute a defect.

4. Customer-Supplied Artwork and Intellectual Property

4.1 You confirm that you have the necessary rights, permissions, licences and authority to use any logos, trademarks, artwork, photographs, text or other materials supplied to us.

4.2 You shall indemnify us against claims, losses, damages, costs or expenses arising from our use of materials supplied or approved by you where their use infringes the rights of a third party.

4.3 Unless otherwise agreed in writing, intellectual property rights in our original designs, drawings, artwork, concepts and production materials shall remain our property until all amounts due have been paid in full.

4.4 We reserve the right to photograph completed projects and use images of our work for our portfolio, website, social media, marketing and promotional purposes, unless otherwise agreed with you in writing.

5. Variations and Changes to the Order

5.1 Any change requested by you after acceptance of an order must be approved by us.

5.2 Changes may result in additional charges, material wastage, revised lead times or other costs.



5.3 We are not obliged to commence work on requested changes until any additional costs have been agreed.

5.4 If production has already commenced, we may charge for all work, materials and commitments incurred up to the date of the requested change or cancellation.

6. Site Surveys and Customer Responsibilities

6.1 Where a site survey is required, our quotation may be subject to confirmation following inspection of the installation location.

6.2 You must provide us with accurate information regarding the site, including access restrictions, building construction, underground or concealed services, electrical supplies, structural conditions and any other relevant information.

6.3 You are responsible for obtaining permission from the property owner, landlord or other relevant party to allow the signage to be installed.

6.4 You must provide safe and reasonable access to the site at the agreed times and ensure that the installation area is available and suitably prepared.

6.5 Additional costs arising from inaccurate information, restricted access, delays, unforeseen site conditions, waiting time, aborted visits or additional equipment requirements may be charged to you.

7. Planning Permission, Consents and Regulations

7.1 Unless specifically agreed in writing, you are responsible for obtaining all planning permissions, advertisement consents, landlord approvals, listed-building consents and other permissions required for the installation or use of signage.

7.2 Where we agree to assist with planning or applications, this does not guarantee that permission will be granted.

7.3 Any fees, surveys, drawings, specialist reports, local authority charges or third-party costs associated with applications or approvals shall be payable by you unless expressly included in our quotation.

7.4 You remain responsible for ensuring that your business, premises and proposed signage comply with all applicable laws and regulations.



8. Manufacture and Materials

8.1 Many of our products are bespoke and manufactured specifically to your requirements.

8.2 Reasonable variations in colour, texture, finish, size or appearance may occur due to the nature of materials and manufacturing processes.

8.3 We may substitute materials or components with alternatives of comparable quality and suitability where reasonably necessary, provided that this does not materially alter the agreed purpose or overall appearance of the product.

8.4 Natural wear, weathering, fading, oxidation and deterioration caused by environmental conditions are not manufacturing defects.

9. Delivery

9.1 Delivery dates are estimates unless expressly agreed otherwise in writing.

9.2 We shall not be liable for delays caused by circumstances outside our reasonable control, including supplier delays, material shortages, adverse weather, access restrictions, customer delays or other unforeseen events.

9.3 Where delivery is delayed because of your actions or failure to provide required information, approvals, access or payment, we may revise the delivery date and charge reasonable additional costs.

9.4 Risk in goods passes to you upon delivery, or where installation is included, in accordance with the terms agreed for the project.

10. Installation

10.1 Where installation forms part of the agreed scope of work, we will arrange installation using suitably qualified personnel or subcontractors where appropriate.

10.2 Installation dates may be affected by weather, site access, safety requirements, other contractors, building conditions or circumstances outside our reasonable control.



10.3 You must ensure that all necessary permissions and access arrangements are in place before our arrival.

10.4 If an installation cannot proceed due to circumstances attributable to you, we reserve the right to charge for wasted labour, travel, equipment, accommodation, access equipment or other costs incurred.

10.5 Where electrical work is required, the scope of our responsibility shall be limited to the work expressly included within our quotation.

10.6 Unless expressly included in writing, we are not responsible for repairing, redecorating or reinstating surfaces, structures or finishes beyond the reasonable making-good directly associated with the agreed installation work.

11. Existing Signage and Removal

11.1 Where we agree to remove existing signage, the scope of removal and disposal will be as stated in our quotation.

11.2 We shall not be responsible for damage to underlying surfaces, structures, finishes or materials that is unavoidable as a result of removing existing signage, fixings, adhesives or other components.

11.3 Additional repair or reinstatement work required following removal of existing signage shall be chargeable unless specifically included in our quotation.

12. Inspection and Defects

12.1 You should inspect goods and completed work as soon as reasonably possible.

12.2 Any apparent defect, damage or discrepancy should be reported to us promptly and, where possible, in writing with supporting photographs.

12.3 We will investigate valid complaints and, where a defect is established, may at our discretion repair, replace or otherwise remedy the affected goods or services.

12.4 This clause does not affect any statutory rights that cannot lawfully be excluded or limited.



13. Warranty and Maintenance

13.1 Any warranty provided by us shall be subject to the terms stated in our separate RTB warranty documentation.

13.2 Maintenance, servicing and repairs may be available as separate chargeable services.

14. Cancellation

14.1 Requests to cancel an order must be made in writing.

14.2 As many of our products are bespoke or made to customer specifications, cancellation may not result in a full refund.

14.3 Where cancellation occurs after work has commenced, you shall be responsible for the cost of all work completed, materials ordered, goods manufactured, labour incurred and any other commitments or costs reasonably incurred by us up to the date of cancellation.

14.4 Any refund will be subject to deduction of such costs.

15. Retention of Title

15.1 Title to goods supplied by us shall remain with Prestige Signmakers Ltd until all sums due in respect of the relevant order have been paid in full.

15.2 Until ownership passes, you must take reasonable care of the goods and keep them appropriately protected.

15.3 Nothing in this clause affects the transfer of risk where risk has passed to you under these Terms and Conditions.

16. Limitation of Liability

16.1 Nothing in these Terms and Conditions shall exclude or limit liability where such liability cannot lawfully be excluded or limited.

16.2 Subject to clause 16.1, we shall not be liable for indirect or consequential loss, loss of profit, loss of business, loss of opportunity, loss of goodwill or other economic loss arising from the supply of goods or services.



16.3 Subject to clause 16.1, our total liability in connection with any order shall not exceed the total amount paid or payable by you for the goods or services giving rise to the claim.

16.4 You should ensure that your property, premises and business are appropriately insured against risks that are outside the scope of our agreed responsibilities.

17. Force Majeure

We shall not be liable for any delay or failure to perform our obligations where the delay or failure results from circumstances beyond our reasonable control. These may include, but are not limited to, severe weather, fire, flood, industrial disputes, shortages of materials, supplier failure, transport disruption, accidents, acts of government or other events beyond our reasonable control.

18. Confidentiality

Where either party receives confidential information from the other in connection with a project, that information shall not be disclosed to third parties except where necessary for the performance of the contract, required by law or otherwise agreed.

19. Data Protection

We will process personal information in accordance with applicable data protection laws and our Privacy Policy.

20. General

20.1 These Terms and Conditions, together with the applicable quotation, order confirmation, specification and any agreed written variations, form the agreement between you and us.

20.2 No variation to these Terms and Conditions shall be binding unless agreed by us in writing.

20.3 If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

20.4 A failure by either party to enforce any provision of these Terms shall not constitute a waiver of that provision.



20.5 No person other than the parties to the contract shall have any right to enforce its terms, except where applicable law provides otherwise.

21. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of **England and Wales**.

Subject to any mandatory rights or protections that apply to consumers, the courts of England and Wales shall have jurisdiction in relation to any dispute arising from these Terms and Conditions.

22. Contact Details

Prestige Signs

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