

## **Spa Colour Limited Conditions of Trade – March 2023 revision.**

Please read the following Terms & Conditions for Spa Colour Limited. By using this site or placing an order you are deemed to have accepted all Terms & Conditions stated here. If you do not agree then you must not use the website or trade with us unless otherwise agreed in writing.

We reserve the right to update and amend these Terms & Conditions at any time. When changes are made we will reflect this on the site and endeavor to inform you. It is your responsibility to read the new Terms & Conditions regularly.

### **Privacy and Data Protection**

Spa Colour Limited respects your privacy and will treat all information confidentially.

#### **Collecting data**

We require certain personal information when you register on our site or when you make a purchase. The data collected can include: name, address, telephone number, email address, password and payment details. We may also ask you general questions about the site in order to improve our service to you. We will not pass on your information to third parties.

#### **Using your personal information**

We will use your information for the following:

- 1 To process orders
- 2 To contact you about our promotions and services
- 3 To maintain and improve the content of our website and marketing strategy.

### **Intellectual Property**

The content on the Spa Colour Limited websites including brandking.co.uk (logos, trademarks, pictures, text and designs) is protected by copyright and other intellectual property rights. You do not have permission to copy, modify, distribute or reproduce content from the either website or social media platforms operated by Spa Colour ltd.

### **Orders**

You must provide us with accurate, complete information and it is your responsibility to inform us of any changes to that information (including in particular, your e-mail address) either by entering your details on the site or by advising us via phone or email.

You are responsible for all use of the Site made by you or anyone else using your user name and password (collectively, "ID") and for preventing unauthorised use of your ID. If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of your ID, please notify us immediately by e-mailing [info@spacolour.com](mailto:info@spacolour.com)

Please note that the information about the products on this Site (including the descriptions, quantities and price) does not represent an offer by us to sell the products on that basis. It is merely an invitation to you to make us an offer to purchase the relevant products on that basis. Accordingly, all references to "orders" placed by customers are deemed to be references to offers by such customers to purchase the relevant products from us. Please note no bespoke items are available for purchase via the website.

**Cancellations of order:** If a cancellation is requested of an order that is already in production we reserve the right to charge a reasonable fee for work completed. This can be artwork (£65+vat per hour) and material costs ie pre ordered items ready to be printed. For Digital work time will be billed by the hour and files supplied in their raw format (ie AI, PS etc) We will not make the files editable at this stage. If artwork fees are included or completed as part of a job then they will be removed from the job cost and billed as appropriate. For example if a print job includes design and job is subsequently cancelled then the artwork cost will be costed and invoiced or removed from the refunded amount.

A contract will only be formed upon our acceptance of your order. Acceptance is at our discretion and will depend, amongst other factors, upon the availability of the products ordered and the credit status of your account (if you have a Trade account)

Acceptance will be by communication of a confirmation from us, or by taking steps to deliver the products which you order.

## Payment

All Spa Colour customers will be encouraged to pay via BACS or Card via paymet link.

Payment in full must be made prior to dispatch of the products by one of the methods detailed above unless you have an established credit line with The Company. If full payment for goods is not received, we reserve the right not to deliver the goods until all transactions are complete

Large\* overseas bespoke orders from non-stock items are subject to a minimum 50% upfront payment and balance payment to be confirmed at time of order. Pre-production samples are charged at 10% of total order value if order is cancelled after samples are received. Bespoke orders can not be cancelled after sign off and full payment for order will be required in this case. Jobs may be put "on hold" for a maximum period of 6 months from receipt of deposit, UNLESS OTHERWISE AGREED IN WRITING, deposits after this time will be lost and credit cannot be transferred to other products or projects. New customers are required to Pay 100% upfront for the first 5 orders and then are requested to submit trade references for credit account review. Clients who breach credit terms will revert back to a pro-forma payment terms. Non bespoke general samples are charged at £60+vat for any items not returned in good condition within 28 days.

Payment is due (if credit is given) net 14 days from date of Invoice.

All prices are subject to VAT unless the goods are for export or exempt. Exports to the E.U. will also be subject to VAT in the absence of a valid E.U. VAT number.

\*large – Orders over the value of £4000net.

Brandking is a trading name of SpaColour Ltd.