



# Terms & Conditions

## IMPORTANT LEGAL NOTICE

ATTENTION: This legal notice applies to the entire contents of the Website under the domain name [www.s9-design.com](http://www.s9-design.com) (the Website) and to any correspondence by e-mail between us and you. Please read these terms and our Privacy Policy carefully before using the Website. Using the Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, please do not use the Website. This notice is issued by S9 Design (the Company, We or Us or Our).

### 1. Use of the Website

1.1 By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website.

1.2 We may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the Website.

### 2. Registration – See Privacy Policy

2.1 Each registration is for a single user only.

2.2 To opt in and register you will be asked to provide your name and email address which will be used for us to contact you with discounts and newsletters

2.3 You have the right to cancel this at any time via an email to us at S9 Design

### 3. Conditions Applicable

3.1 These conditions, constitute the entire contract between S9 Design and their customers for the sale of the goods set out within our website or quotations to the exclusion of all other terms and conditions, including any terms and conditions which the customer claims to apply under any catalogue, price list, advertising matter, purchase order, confirmation of order or similar document.

3.2 An order for the specified goods shall be deemed to be an official requirement by the customer to purchase the goods against these conditions.

3.3 The customer's signature and/or acceptance of delivery of the goods shall be deemed conclusive evidence of the customer's acceptance of these conditions.

3.4 Any addition or variation to these conditions must be agreed in writing by all parties.

3.5 Any cancellations to orders will require consent in writing and may incur a cancellation or restocking fee. Any goods that are bespoke or made to order will not be eligible for cancellation once placed into production

### 4. The Goods

4.1 The quantity and description shall be set out on all order confirmations as per your official purchase order.

4.2 S9 Design reserves the rights to make minor changes to our products without any prior notification.

### 5. Delivery of Goods

5.1 Deliveries will be attempted between 7am and 6pm on the delivery date agreed by both parties at time of order.

5.2 The customer shall ensure they are available to accept the delivery and also ensure clear access is available for drop off or installation.

5.3 If for any reason the delivery date is unsuitable, the customer must advise S9 Design ASAP to arrange an alternative date or storage fees may be incurred

5.4 The customer should inspect all goods delivered within 48hrs and notify S9 Design of any damage (with imagery), shortages or incorrections and allow S9 Design to inspect or replace any products within a reasonable time scale before goods are used.

5.5 If no contact is made within 48hrs and a clear signature is supplied via a delivery note then S9 Design will presume the goods have been received in a perfect and acceptable condition as per customers initial order.

5.6 If for any reason the goods are not in suitable condition then S9 Design will make good by replacing said products or refunding part or full cost of goods as agreed by all parties.

## **6. Price and Payment**

6.1 The price of the goods shall be the price quoted by an employee of S9 Design and where applicable Vat will be applied.

6.2 Prices quoted by S9 Design are ex-works prices for the goods to be delivered to the customer, the customer may be responsible for the costs of carriage.

6.3 All payments are due upon receipt of invoice, or within the agreed time scale.

6.4 Payments are to be made in full via bank transfer and we will process your order on receipt of clear funds. A receipt for your transaction will be sent to you via email.

## **7. Disclaimer**

7.1 While we endeavour to ensure that the information on the Website is correct, we do not warrant the accuracy and completeness of the material on the Website. We may make changes to the information on the Website, or to the products at any time without notice.

7.2 The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for this legal notice, might have effect in relation to the Website.

## **8. Liability**

8.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

8.2 Nothing in this legal notice shall exclude or limit our liability for:

- (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977; or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

## **9. Events Outside Our Control**

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

9.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, disruption to service attacks.

9.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control

affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.

**10. Information about us and how to contact us**

10.1 If you have any questions or if We can do anything to help , please contact Us. You can contact Us by emailing

10.2 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing you can send this to Us by email. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, to the email address provided to Us at the time you place your order.

