

Red Elephant Promotions Ltd

Terms & Conditions

1. Terms and conditions

This applies to all orders and supersedes all others. Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

2. Payment terms

Payment shall be made in full within 30 days of invoice, unless we have agreed special settlement terms in writing.

3. Overdue accounts

Any invoices outstanding after 30 days will be charged Statutory Interest of 8.5% under The Late Payment Of Commercial Debts Act of 1998. Such interest we charge will also include a daily rate of interest since payment became due until full payment is received and the debt automatically becomes personally guaranteed by your directors or partners.

4. Delivery and risk

Delivery times quoted are given in good faith, but the Seller will not be responsible for any delivery dates not met and incurred by circumstances beyond Seller's control. The risk of the goods shall pass to consumer on delivery. Discrepancies or damages apparent at time of delivery must be noted on carriers receipt note and notified to the Seller in writing within three days of receipt. All goods, delivered or not, remain our property until payment is received in full. In the event of non-payment by you for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these terms and conditions.

5. Products

We reserve the right to alter any details or design of products illustrated without prior notice and while every effort is made to describe our goods accurately on sales literature, email and the website, no warranty is given as to accuracy and no responsibility will be accepted for in-correct description and any resulting loss.

6. Quotations and contracts

Orders are accepted subject to our right to adjust prices in the event of any fiscal change in law or Government Regulations prior to the date of delivery or of any substantial change in the currency rate at the time of importation of goods. Where applicable all prices are subject to V.A.T. at the current rate. The right is reserved to supply up to a certain maximum over or under the ordered quantity of printed goods and goods will be charged at the contract rate for the actual number of goods supplied. The maximum applicable will depend on the practice of particular trade of goods supplied, however normal variances are +/- 10%. The appropriate charge will be made for additional items received.

7. Replacement & cancellation

Goods supplied against orders cannot be returned for any reason once they have been printed to your specification as per the signed paper proof. If the print is incorrect i.e. different from that of the paper proof, we will re-print the products immediately. Goods are not supplied on a sale or return basis. A charge will be made on all cancelled orders, together with the charge for all work carried out up to the date of written cancellation.

8. Liability

Save in so far as defects in the goods cause 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. We can accept no responsibility for loss or damage arising from the supply of goods under this contract. Nothing in these terms and conditions shall affect the right of a consumer.

9. Quantity changes

Any changes in quantity ordered must be made in writing to us prior to commencement of processing. Any increase in the order must be regarded as a separate contract unless written notification is received before work commences on the original order.

10. Artwork and printing

We can only be responsible for reproduction of artwork supplied by the clients or produced against their written order. An e-mail or paper proof must be approved before proceeding with all orders. Please note that once this layout proof has been approved by yourselves no alterations can be made. The products will then be branded as per this proof. We do not accept responsibility for incorrect artwork once approval has been given. Blocks, dies, screens and jacquards are chargeable unless otherwise agreed and remain the property of Red Elephant Promotions Ltd.

11. Colour variations

Whilst every effort is made to give a faithful reproduction of client's particular colours, variations in inks, foils and colours can be created by different surfaces and materials to be printed. Therefore, we cannot guarantee exact re-production .

12. Force majeure

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