

Regent Print & Frame Terms & Conditions

The following are our terms and conditions of sale

1. Definitions

The "Buyer" means the company or person who buys or agrees to buy Goods from the Seller. The "Seller" means Regent Print & Frame limited company in the United Kingdom and operating under English Law. Trading Address: 4 Regent Street, Leamington Spa, Warwickshire CV32 5HW. Company Registration No. 09705893.

"Conditions" means the terms and conditions of sales set out in this document and any Special Conditions agreed in writing by the Seller.

"Contract(s)" means contracts between the Buyer and Seller for the sale and purchase of the Goods in accordance with these Conditions

"Goods" means the goods (or any part of them) set out in the Order

"Order(s)" means the Buyer's order for the Goods as set out overleaf, in the Buyer's purchase order form or otherwise, as the case may be

"Specification" means any specification for the Goods, including any related plans and drawings that is agreed by the Buyer and the Seller.

2. Conditions

These Conditions shall apply to all Contracts and Orders for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any which the Buyer may purport to apply under any purchase order, confirmation of order or similar document or any that are implied by trade, custom, practice or course of dealing. No variation or addition to these Conditions shall be effective unless agreed in writing by the Seller. The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring the terms of the Order or any applicable Specification are complete and accurate. Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions. Nothing in these Conditions shall affect the statutory rights of any consumer more than the law permits.

3. Goods

To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect and consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the Specification. This clause 3 shall survive termination of the Contract.

4. Prices

The price for the Goods shall be that as set out on the Order, or, if no price is quoted, the price set out in the Seller's price list in force as at the date of delivery. The Seller reserves the right to revise prices prior to despatch of Goods to reflect any direct or indirect increase in costs to the Seller but if the price has been paid in full prior to despatch no price revision may take place without the prior written agreement of the Buyer. Payment must be made in full on collection of the Goods or before the delivery of any Goods except where the Buyer has an agreed credit account. If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable. If the Buyer fails to make any payment due under the Contract by the due date for payment then the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. The Buyer shall pay the interest together with the overdue amount.

5. Warranty and Liability

The Buyer must satisfy themselves as to the suitability of the Goods for their intended use and must satisfy themselves that the Goods are in accordance with any agreed Specification. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977, Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by statute, common law or otherwise are excluded and the Buyer warrants that the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose. The Seller will accept no liability for any loss or damage however caused, resulting from the use of the Goods. We continue to develop and improve our products constantly and reserve the right to alter designs without notice.

6. Delivery

Whilst every reasonable effort shall be made to keep to any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date. Unless otherwise agreed the Seller may deliver by instalments and in such case each instalment shall be treated as a separate Contract and any delay, default or non-delivery in respect of any instalment by the Seller shall not entitle the Buyer to cancel the remainder of the Contract or any other instalment. Failure by the Buyer to pay for any instalment or delivery when due shall entitle the Seller to withhold further deliveries and the Buyer shall be liable for any costs incurred by the Seller relating to such Goods which the Seller is then entitled to withhold. Delivery of the Goods shall be made to the Buyer's address as set out in the Order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

7. Ownership and Risk

The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request. Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for such Goods. If any payment due under these Conditions is overdue in whole or in part, the Seller may without prejudice to any of its other rights recover and/or re-sell the Goods or any of them and may enter on the Buyer's premises by its servants or agents to recover the Goods and the Buyer shall be liable for all Seller's costs in doing so. If the Buyer is a consumer and properly rejects any of the Goods which are not in accordance with the Contract, the Buyer shall nonetheless pay the full price for such Goods unless the Buyer promptly gives notice of rejection to the Seller and at the Buyer's costs return such goods to the Seller in good condition. In the case of any other sale the Buyer shall inspect the goods immediately upon delivery and shall notify the Seller within seven days of delivery if the Goods are damaged or do not comply with the Contract or any Specification. Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing to be returned by the Buyer to the Seller.

8. Cancellations and Returns

No Contract shall be cancelled nor shall any Goods which are in accordance with the Contract or any Specification be returned without the prior written approval of the Seller and on terms to be determined at the absolute discretion of the Seller. The Seller reserves the right to refuse the return of any Goods which, by reason of their Specification, have been personalized. If you wish to return an item, you must contact the Seller within seven days of receiving your Goods. Unless the Seller at its discretion decides otherwise, if the Seller agrees to accept the return of any such Goods then, the Buyer's full name, address and contact number must be included with the returned item. The Buyer will be liable for the cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Seller, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault. The Buyer will make all necessary arrangements for the return of the Goods to the Seller including the cost of carriage.

9. Force Majeure

The Seller will not be under any liability whatsoever in the event that the Seller is prevented or delayed from supplying or making delivery of any Goods under the Contract for any reason or cause beyond the Seller's control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, to include but not be limited to acts of God, war, terrorism, fires, floods, storms, earthquakes, loss at sea, natural disasters, extreme weather conditions, or default of suppliers or subcontractors.

10. No Waiver

The Seller's failure or delay to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

11. Liability

Except as may be implied by law where the Buyer is dealing as a consumer, in the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect, incidental or consequential damages under or in connection with the Contract.

12. Entire Agreement

The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.

13. Severance

If any Court of competent authority finds any provision of the Contract (or any part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

14. Third Party Rights

A person who is not a party to the Contract shall not have any rights under or in connection with it.

15. Governing Law

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.