

# T.A.D. Ltd trading as The Art Department - TERMS AND CONDITIONS

Terms and Conditions - updated 15th May 2018

From here on in the trading name 'The Art Department' will be referenced to as T.A.D. Ltd.

Orders are accepted based on the proviso that the following Conditions of Business are accepted by the Customer to the exclusion of the Customer's conditions and any other conditions of sale or purchase. No amendment to these conditions shall be effective unless previously agreed in writing between T.A.D. Ltd and the Customer

## 1. Quotations / Tenders / Prices

- 1.1. All prices quoted are net prices and are exclusive of VAT unless otherwise stated. VAT would need to be added at the current UK rate (20% - as of January 4th 2011) at the time of ordering unless already indicated.
- 1.2. All quotations, tenders and subsequent prices are subject to a firm written order being received by T.A.D. Ltd within twenty-eight days (1 calendar month) commencing from the date of the quotations, tenders or subsequent prices unless otherwise stated.
- 1.3. The acceptance of such order by T.A.D. Ltd by written notice will constitute a binding contract subject to these conditions.
- 1.4. Any variation of the contract must be in writing and signed by T.A.D. Ltd and the Client.
- 1.5. Variations that require intervention will delay final delivery dates unless previously agreed prior to acceptance.
- 1.6. Where a firm price is quoted in the quotation or tender and the price includes the cost of goods such price will be the contract price provided delivery of such goods is completed within sixty days of the date of the quotation or tender.
- 1.7. In all other cases the contract price is based upon the cost of materials, labour, transport, fuel and other relevant factors applying and statutory obligations at the time of the tender or quotation, and if between that date and the date of actual delivery, variation either by rise or fall shall occur in these costs, then the contract price shall be amended to provide for these variations.
- 1.8. All orders must be accompanied by sufficient information to enable T.A.D. Ltd to proceed with the order forthwith.

## 2. Ordering Process

- 2.1. Orders can be placed for any of our products or services over the phone, in person at Pentagon House or online through email or web notes.
- 2.2. A quote outlining your request will be issued detailing any significant tasks you require us to undertake.
- 2.3. To accept a quote a signed quote or written quote acknowledgement via email will be required prior to production commencing. No job will be processed without this.
- 2.4. All confirmed quotes need to be processed with an order number; else contact name shall be used.
- 2.5. All cash accounts require payment to be made upfront along with the quote confirmation or unless otherwise stated by T.A.D. Ltd. Failure to process payment of a minimum of 50% at time of acceptance will render the job on hold. Final payment to be agreed prior to dispatch or collection as detailed below.

## 3. Confidentiality

- 3.1. If confidentially is paramount for your specific task NDA's (Non Disclosure Agreements) should be initiated and will be legally binding.
- 3.2. Trade to trade services will not be disclosed to others however production imagery of finished articles may be used in publicity, hard or social or web based.

## 4. Artwork

### 4.1. Supplied Artwork to T.A.D. Ltd

- 4.1.1. Artwork is the responsibility of the supplier. It should be supplied in a print ready format or unless otherwise agreed by T.A.D. Ltd. This includes all required bleed, tick marks (if required), cutting files or cutting lines.
- 4.1.2. Additional alterations to make your supplied files print ready will be furthermore charged to the agreed quotation, which will be required to be made on completion of the job prior to collection or dispatch.
- 4.2. Relevant imagery and text should be supplied with the file or outlined in the case of typefaces if the font is not presentable to T.A.D. Ltd.
  - 4.2.1. Please clarify the usability and the authenticity of any image supplied. Spell-check your finished design and confirm the documents quality. Rejections of finished items based on inaccuracies or issues with the artwork will be void as artwork has been supplied ready for print.
  - 4.2.2. T.A.D. Ltd will not be held responsible for inaccuracies within the artwork supplied.
  - 4.2.3. Where artwork is required in a template the provided template will be made available to you. If artwork to be supplied in a template isn't received additional charges may be applied to prepress the file(s).
- 4.3. Generated artwork by T.A.D. Ltd
  - 4.3.1. All generated files remain the property of T.A.D. Ltd unless agreements have been made prior to production.
  - 4.3.2. Unauthorised use of generated files, taken from electronic communication or other traditional media, will be deemed as an infringement to T.A.D. Ltd Terms and Conditions.
  - 4.3.3. Digital Print file(s) (only) can be released by T.A.D. Ltd however a fee will be implemented at release time.
  - 4.3.4. Actual constructed files will remain the property of T.A.D. Ltd.

## 5. Artwork Proofing

- 5.1. Where T.A.D. Ltd submits proofs of any written, graphic, conceptual or

photographic work to the Customer for approval in draft form, the Customer shall submit all amendments to the draft within such time period as T.A.D. Ltd shall require (5-7 days). In the absence of amendments or failure to submit amendments to T.A.D. Ltd within the specified time period (usually a maximum of 28 days), T.A.D. Ltd shall be entitled to assume the contents of the draft to be accurate and correct and shall be entitled to proceed with the work, subject to these terms and conditions without any liability of any nature whatsoever in respect of its content or accuracy.

- 5.2. T.A.D. Ltd shall in no circumstances be under any obligation to verify as fact any statement made or information supplied by the Customer.

## 6. Colour Accuracy

- 6.1. We endeavour to match any colour requested however colour accuracy is subjective and results can be varying interoperated.
- 6.2. If a specific colour is required a sample should be provided to allow T.A.D. Ltd to produce a close colour match, charges will apply for all colour matching services and all costs will be required to be covered. Final samples will be provided prior to actual job roll out for approval. Planning colour testing into a job is paramount as failure to plan will result in delayed timescales.

## 7. Intellectual Property

- 7.1. Where the quotation includes the production of a corporate image, corporate design, interior and/or exterior design, graphic design or any other form of design or the production of photographs for the Customer, all copyright and design rights (if any) in the images, drawings, designs and photographs submitted to the Customer by T.A.D. Ltd shall at all times subsist in T.A.D. Ltd and the Customer shall treat them and this quotation as confidential except that if the Customer agrees to adopt any such design or use such photographs then any copyright and/or design rights (if any) then subsisting in T.A.D. Ltd in the design or photographs adopted will vest in the Customer upon payment in full to T.A.D. Ltd of all sums due under this agreement subject to the provisions of these conditions
- 7.2. T.A.D. Ltd reserve the right to display and advertise any work undertaken for the Customer (whether of design work, photographic work, publication or otherwise) to actual and potential customers of T.A.D. Ltd for the purposes of displaying examples of work undertaken by T.A.D. Ltd.

## 8. Patents

- 8.1. The Customer shall indemnify T.A.D. Ltd against all actions, costs (including the costs of defending legal proceedings), claims, proceedings, accounts and demands in respect of any libel, obscenity, criminal or other proceedings or any infringement of patents rights, copyrights, registered design or similar protective rights of any third party resulting from compliance with the Customer's instructions whether express or implied.

## 9. Entitlement to Goods

- 9.1. Notwithstanding risk in any goods supplied passing in accordance with Delivery and Passing of Risk hereof title in any goods (including any intellectual property goods) shall not pass to the Customer until whichever shall be the first to occur of the following:
  - 9.1.1. Payment being received by T.A.D. Ltd for such goods
  - 9.1.2. The Customer selling such goods at the best obtainable price and on commercially reasonable terms in the ordinary course of its business as principal as regards sub-buyers and not as agent for T.A.D. Ltd the provisions of these terms and conditions in which case title to the goods shall be deemed to have passed to the Customer immediately prior to delivery of the goods to the sub-buyer.
- 9.2. Before title has passed to the Customer under the terms of this Clause and without prejudice to any of its other rights, the Customer hereby irrevocably authorises T.A.D. Ltd and its servants or agents to enter upon the Customer's Premises where the goods are stored or are thought by T.A.D. Ltd to be stored for the purpose of repossessing them and subsequently re-selling them.
- 9.3. Until payment due under all contracts between the Customer and T.A.D. Ltd has been made in full:
  - 9.3.1. The Customer shall hold the goods as bailee of T.A.D. Ltd and shall store them in such a manner that they be readily identifiable as the property of T.A.D. Ltd
  - 9.3.2. In the event of the sale or hire of the goods by the Customer as bailee of T.A.D. Ltd it shall hold the proceeds of such sale or hire on trust for T.A.D. Ltd in a separate bank account opened by the Customer for this purpose or otherwise ensure that all such proceeds of sale or hire are kept by or on behalf of T.A.D. Ltd in a separate and identifiable form; forthwith upon the receipt of such proceeds of sale or hire the Customer shall pay to T.A.D. Ltd any of the aforesaid sums outstanding to T.A.D. Ltd and shall not use or deal with such proceeds of sale or hire in any way whatsoever until such sums have been paid
  - 9.3.3. T.A.D. Ltd shall be entitled to trace all such proceeds of sale or hire charges received by the Customer through any bank or other account maintained by the Customer

9.3.4. In the event of sale or hire of the goods by the Customer in the ordinary course of its business the Customer shall assign its rights to recover the selling price or hire charges from the third parties concerned to T.A.D. Ltd if required so to do in writing by T.A.D. Ltd.

9.4. As the insurable risk in the goods shall pass to the Customer as soon as the goods are delivered to it or to its order and pending disposal the Customer shall keep the goods insured in the amount of the contract price at which the goods are sold to the Customer against all insurable risks.

9.5. If goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for T.A.D. Ltd.

## 10. Samples

10.1. Any samples produced remain the sole property of the T.A.D. Ltd.

10.2. If the samples requested do not formulate into a production order within fourteen days the costs of producing the samples will be charged to your account as per your payment terms.

## 11. Delivery & Completion

11.1. We endeavour to deliver all aspects of any job on time and within an agreed time frame however if delivery is to exceed this notification will be given to inform you of these changes.

11.2. Delivery to be made to specific addresses need to be detailed in Royal Mail Postal format and with any notation if the destination isn't easily accessible.

11.3. All deliveries made via courier will be dispatched on a 24 hour overnight service.

11.4. Saturday services are available at additional costs which will be added to the customers invoice total.

11.5. In the event of either: T.A.D. Ltd being delayed in or prevented from making delivery or completing the contract owing to act of God, force majeure, war civil disturbance, requisitioning, government or parliamentary import or export regulations, strike, lock-out, trade dispute, difficulty in obtaining workmen or materials, breakdown of machinery, shortage of fuel, fire, accident or any other cause whatsoever beyond T.A.D. Ltd's control; or Non-delivery by T.A.D. Ltd's suppliers.

11.6. T.A.D. Ltd shall be at liberty to cancel or suspend the contract without incurring any liability for any loss or damage resulting there from.

11.7. Delivery and completion dates are given in good faith based upon information available to T.A.D. Ltd at the time of quotation, tender or pricing such dates are not guaranteed and T.A.D. Ltd accepts no liability for delay.

11.8. In delivery or completion and no delay (as defined) shall entitle the Customer to reject any delivery or any further instalment or part of the order or to repudiate the contract or the order or any part thereof or to claim any damages or compensation in respect of the said delay.

11.9. Production time scales are job specific and are to be agreed by T.A.D. Ltd and the Customer upon job request.

## 12. Delivery Passing Of Risk

12.1. When T.A.D. Ltd delivers goods to the Customer, delivery will take place when the goods are delivered to the Customer's premises or unloaded from transport whichever occurs last, and risk will thereupon pass to the Customer.

12.2. When the Customer collects goods from T.A.D. Ltd delivery will take place when the goods are loaded on transport or leave T.A.D. Ltd's works whichever occurs first, and risk will thereupon pass to the Customer.

12.3. T.A.D. Ltd accepts no responsibility for any loss or damage to goods, howsoever arising, after goods leave T.A.D. Ltd's works except in cases where T.A.D. Ltd itself has agreed to undertake transport, when T.A.D. Ltd accepts responsibility only for repair or replacement of damaged or lost goods where the cause of damage or loss was the result of negligence of T.A.D. Ltd's employees or agents.

12.4. Customers are strongly advised to make suitable insurance arrangements in respect of goods in transit out of T.A.D. Ltd's works.

12.5. Claims in respect of loss or damage in transit should be made direct on the carrier or transporter concerned.

## 13. Packaging

13.1. Where goods are sold packed the extent of packing and or protection will be at the discretion of T.A.D. Ltd unless the Customer specifically requests special packing.

13.2. All goods are packed with official branded products unless previously agreed to by T.A.D. Ltd

13.3. All goods to be shipped direct to the client or end user will be packaged in accordance with the above unless otherwise stated.

13.4. Good to be shipped under unusual circumstances will incur a greater packing fee for additional protection during shipping.

13.5. T.A.D. Ltd reserve right if goods are damaged in transit, all abnormalities should be expressed within 24 hours of delivery. Failure to do so will void refunds or returns due to packaging issues

## 14. Returns

14.1. Any items that are received deemed not to be of satisfactory quality, damaged, wrongly ordered or to have been delivered in mistake should be notified immediately via [info@theartdepartment.co.uk](mailto:info@theartdepartment.co.uk). Our team will contact you to arrange the return process.

14.2. All returns should be forwarded to T.A.D. Ltd, Pentagon House, London Road, Nottingham, NG2 3AX within seven days of receipt.

14.3. We only accept the return of items if they are faulty, supplied in error or may be damaged.

14.4. If you discover we have dispatched an incorrect item it should be brought to our attention immediately (within three days) on +(44) 115 986 53 86 or via email at [info@theartdepartment.co.uk](mailto:info@theartdepartment.co.uk) and return the

incorrect item(s) properly packaged. We will quickly replace them with the goods you ordered, subject to stock availability.

14.5. Damaged / Faulty: If you have taken delivery of a package and it or the contents have been damaged in transit, you can return the item(s) to us within seven working days of receipt for an exchange. Goods should be supplied suitably packaged to preserve evidence of original damage.

14.6. Please also be aware that you are solely responsible for any return delivery charges and the risk of loss or damage to the goods that you are returning until they have been received by us. For your protection, we recommend that you use a recorded-delivery service when returning goods to T.A.D. Ltd or unless otherwise agreed by the TAD Team.

14.7. We can only refund delivery charges or accept the return of opened items if they are damaged / faulty or were supplied in error. If you have ordered the wrong item(s) you will not be able to recover your return delivery charges. Where we collect an item from you, we reserve the right to recover the costs of collection. If a refund is in order the return charges which have been incurred by the buyer will be refunded - if guidelines are met - as a partial refund of 50% unless otherwise stated. This refund will be made direct to the original payment method, which may be clarified prior to auctioning.

14.8. On receipt of goods: All item(s) returned to T.A.D. Ltd will be closely inspected for excess damage, wear and tear, missing elements and general misuse. If found that the returned item(s) do not adhere to the above then no refund will be given for buyers return delivery charges or the original purchased item(s). If replacement items are to be sent to the buyer on receipt of returned damaged items a full charge equal to the original order amount will be implemented for the replacement item(s).

## 15. Storage of Goods

15.1. If T.A.D. Ltd does not receive forwarding instructions within ten working days after notification to the Customer that the goods are ready for delivery or collection, the Customer shall arrange for storage at its own expense and risk failing which T.A.D. Ltd shall be at liberty to store and arrange for storage of the goods at the Customer's expense and risk and the goods shall be paid for by the Customer by reference to the time when the goods are ready for delivery or are due to be delivered, whichever, is later.

15.2. Any charges for storage or demurrage after delivery will be paid for by the Customer.

## 16. Site Surveys

16.1. Any survey undertaken for prospect work could be deemed chargeable if the original job or task in hand is revoked or amended where the survey is no longer required. Charges will be applied as cash only transactions and payment will be expected within seven days, otherwise added to your account.

## 17. Installations on Site

17.1. Where the contract requires T.A.D. Ltd to set up or otherwise display any works produced at the Customer's premises or at any Exhibition or other place stated

17.2. It is the responsibility of the Customer to ensure that T.A.D. Ltd has access to such premises, Exhibition or place in sufficient time to enable setting up, installation or displaying to proceed.

17.3. The Customer shall ensure that adequate lighting, power and any other relevant services such as W/C and parking are provided.

17.4. Where any delays or any additional expenses to the Company are caused by any failure of the Customer to ensure such access and services then T.A.D. Ltd may increase the contract price accordingly and the Customer shall make no objection to any delay so caused or occasioned.

17.5. Normal office hours of 9am till 5pm are to adhere to, outside of these hours for installation, travel to and from locations and any other factors deemed to be out of the control of T.A.D. Ltd will be chargeable. This is usually at an inflated rate for unsociable hours.

## 18. Vehicle / Fleet Livery

18.1. Application time scale to be provide during quoting, installation date and time to be finalised between T.A.D. Ltd and client

18.2. Application time scales are based on previous works and are accurate as can be, however from time to time unforeseen circumstances can occur and we shall not be held liable for late return should issues arise

18.3. If the vehicle is needed urgently and application hasn't been completed full charge shall be incurred

18.4. All vehicles are left at owners risk

18.5. Only the vehicle owner or nominated person can collect the vehicle, this will be identified on drop off. No unauthorised collections are available without prior consent

18.6. T.A.D. Ltd do not accept responsibility for loss or damage to personal property while in our care

18.7. Vehicle are securely compounded at night or kept in storage. They are not covered under our insurance policy unless previously arranged by T.A.D. Ltd

18.8. Storage of vehicles over a period can be arranged however this is at the owners risk

18.9. Vehicle application is carried out on site or at located secure area. The vehicle will be driven to the secure area using public highways.

Leaving the vehicle with T.A.D. Ltd means you agree that the vehicle may be driven third party on your insurance to and from the location.

18.10. Vehicles are to be supplied pre cleaned and ready for graphic application, this means washed not waxed or polished the evening before. Failure to comply with such regulation will incur cleaning charge of £50.00 ex VAT. Charges to be passed on prior to work commencing and shall be added to the invoice or raised additionally if already processed

18.11. Vehicle inspection to be carried out on arrival indicating any damage to the vehicle.  
18.12. Vehicle to be inspected prior to removal from site, once vehicle has been removed we can't be liable for any damage noted or imperfection that were not pointed out prior to collection. Should you have any concerns these need to be sent direct to T.A.D. Ltd via a written notification of issues and these will be addressed accordingly, this does not however mean that T.A.D. Ltd will rectify, replace or respond as you see fit  
18.13. It will be a requirement that components, badges and side bump strips of vehicles are removed in order to ease vinyl application, this should have minimal impact on the vehicle, if it's considered high risk to remove a component without damage this will not be completed and application will work around the area in question.  
18.14. Damage caused during application will be rectified and if deemed above expected noticeable levels the keeper shall be informed  
18.15. Trimming on the vehicle is kept to a minimum and is only carried out as a last resort where cutting tape hasn't been applied prior to application or unexpected issues have arisen  
18.16. After application a period of 48 hours constant warm sunlight is required to set the application, if this isn't carried out the vinyl could show signs of early fatigue as your wrap or graphics will have been kept indoor conditions at a constant warm temperate  
18.17. During application of printed graphics stretching of the artwork will occur and so in some extreme instances where the image is distorted through excessive contours a patch may be required.  
18.18. Stretching coloured vinyls also has its limitations and so patches may be implemented to areas which are not covered  
18.19. In the event of application failure due to poor existing paint work or surface T.A.D. Ltd cannot be held responsible. If this can be proved after vinyl removal that the vinyl is at fault it shall be replaced where applicable.  
18.20. Poor surface adhesive shall result in failed vinyl adhesion, T.A.D. Ltd are not responsible for failed adhesion due to faulty surface  
18.21. On removal poor existing paintwork or surface preparation will result in the paint / lacquer being removed with the vinyl. This isn't a fault with the vinyl as it has removed the weakest adhering component and so can't guarantee that underlying surfaces will be completely mark free. Repairs for such damage is not the responsibility of T.A.D. Ltd, contingency funds should be set aside should issues arise in the future

### 19. Sub Contracting

19.1. The right is reserved by T.A.D. Ltd to sub-contract all or any part of the contract without prior notice to the Customer.  
19.2. The Sub-Contractor shall with due diligence and in a good and workmanlike manner carry out and complete the Sub-Contract works in accordance with the instructions and to the satisfaction of T.A.D. Ltd.  
19.3. The Sub-Contractor shall be liable for and shall make good at his own expense any defects in the Sub-Contract Works for which he is responsible.  
19.4. The Sub-Contractor shall maintain such insurance cover as is necessary to cover his liability unless otherwise stated or previously agreed with T.A.D. Ltd  
19.5. The Sub-Contractor will be required to produce all certificates to show that his plant and equipment have been tested within the statutory periods which will be held by T.A.D. Ltd and can be presented to the client at any point.

### 20. Promotions, Offers, Adverts

#### 20.1. New Years Yearly Offers

20.1.1. Valid to UK residents aged 18 and over  
20.1.2. New and existing customers may apply  
20.1.3. Only valid if given statement is quoted prior to receiving a quotation and cannot be applied retrospectively.  
20.1.4. All offers have no cash, credit note or alternative value.  
20.1.5. Orders received between indicated start and termination dates (inclusive) are applicable.  
20.1.6. Order placed within the time period must be finalised with approved artwork, if required or supplied with finished artwork prior to promotion termination date. Failure to do so will invalidate the offer.  
20.1.7. Orders placed shall be completed no later than the End of the Termination Period unless stated otherwise; Any items that are not completed prior to this date will be invoiced at full price.  
20.1.8. A discount of upto the percentage offered will be removed from a qualifying quotation at time of quoting if in accordance with 20.1.3  
20.1.9. The reduction is applicable to the first £1000.00 and isn't valid on the remaining quotation.  
20.1.10. Offer is valid on production process only and does not include the following: Artwork, Install, Delivery, Site Surveys, Prototype works. All such items are exempt from the offer and will be added in full.  
20.1.11. All prices exclude VAT unless stated otherwise  
20.1.12. Offer limited to one per client  
20.1.13. Limited to one person from each organisation, company or authority  
20.1.14. The discount code can only be applied once and comply with all terms.  
20.1.15. The 'New Year Offers' are not valid in conjunction with any other offer or existing price reduction in place.  
20.1.16. Offer is open to all whom are not bound by existing terms and or conditions held between themselves and T.A.D. Ltd.  
20.1.17. Offer excludes existing price structures, set costs and tendered prices and its linked products, processes or services already offered by T.A.D. Ltd.  
20.1.18. Full payment for non account holders shall be made upon confirmation of an approved quotation.

20.1.19. Existing account holders who's terms are 30 days remain bound by existing terms  
20.1.20. Existing clients who hold accounts with terms longer than 30 days are exempt from this offer. No offer will be guaranteed under these circumstances and the quotation will be issued in full.

### 21. Billboard Advertising with T.A.D. Ltd

21.1. Minimum advert / campaign period 2 weeks / 14 days  
21.2. Period is denoted as follows:  
21.2.1. Week = 7 days  
21.2.2. Month = 28 days (4 weeks)  
21.2.3. Quarterly = 84 days (3 Months / 12 weeks)  
21.3. Period extensions available on request if vacant, charged additionally  
21.4. Subject to space availability  
21.5. Artwork designed and charged additionally if required unless otherwise agreed by T.A.D. Ltd  
21.6. To be installed at agreed time by T.A.D. Ltd and the advertiser  
21.7. Install weather dependent, adverse conditions can result in failed install / removal  
21.8. Failed install to be erected as soon as deemed safe to do so  
21.9. Right to cancellation of campaign or advert due to failed installed such as weather conditions or unforeseen circumstances is prohibited  
21.10. Advert not to be removed prior to period end unless agreed by T.A.D. Ltd and the advertiser  
21.11. Advert content supplied by the advertiser is the responsibility of the advertiser. If deemed that the display is unlawful, provocative or deceptive in any way that offends or does not comply with third parties; copyright or is an illegal breach we have the right to remove the advert at any time without refund or prior notice  
21.12. Advert commissions by T.A.D. Ltd are to comply with 21.10 and remain the property of T.A.D. Ltd 4.2.1  
21.13. Cancellation of agreed campaign / advert will be charged as follows prior to installation date:  
21.13.1. 30% if greater than 90 days given notice;  
21.13.2. 50% between 31 and 89 days given notice;  
21.13.3. 80% between 15 and 30 days given notice;  
21.13.4. 100% if less than 14 days given notice.  
21.14. Accounts holders terms remain the same and comply with existing terms  
21.15. New customers comply with existing terms and payment is to be made upfront prior to production  
21.16. Invoices are issued monthly for periods longer than 2 months (8 weeks), less than this given term are invoiced in one  
21.17. No advert shall be stored for future use unless specifically deemed to prior to production and graphic is fit for reuse, storage charges will apply if applicable

### 22. Social Media

22.1. T.A.D. Ltd use Social Media to promote current adverts, previously completed or current ongoing work  
22.2. T.A.D. Ltd uses medium such as Facebook, Twitter, Google+ and YouTube for the use of 22.1  
22.3. The use of social media is to inform and to not promote malicious, insulting or offensive citations; contain personal attacks, on staff, clients or other contributions verbally, sexually, religiously or gender based  
22.4. All data supplied to T.A.D. Ltd maybe used on social media  
22.5. Our social links are open for free comments by all however content deemed to conflict 22.3 shall be removed without notice. The organisation, place, person or network involved shall be later notified through email or written to directly if the matter deems further actions  
22.6. Only public information shall be used, no personal details are to be displayed unless solely agreed to by T.A.D. Ltd  
22.7. Contact through social media is secondary and all main contact should be made confidently through our webpage contact us form  
22.8. To report issues please call 0115 986 53 86 to discuss you issue with our social links if you feel our content doesn't adhere to our terms as detailed or we have breached rights by linking to unsolicited locations, people or pages  
22.9. Date used in social media is purely for this and shall not be passed or sold to third parties

### 23. Accounts

23.1. We offer long standing accounts for customers who look to trade with T.A.D. Ltd in the future.  
23.2. New applications must complete a trade account form and will be granted an account upon the relevant checks.  
23.3. Trade accounts are considered after six completed transactions which exceed a total value of six thousand pounds or unless otherwise agreed by T.A.D. Ltd.  
23.4. All accounts applications are reviewed and credit history checked prior to activation. Failure to meet guidelines will result in a cash only account unless the situation changes, at which a review on the application will be given.  
23.5. Confirmation of new account will be issued directly to the account department and will only be valid once this has been issued. Any outstanding processing's need to be completed prior to approval.  
23.6. Subject to credit being approved accounts are due for payment not later than 30 days from the date of invoice unless agreed otherwise.  
23.7. T.A.D. Ltd reserves the right where a Customer fails to adhere strictly to the agreed credit  
23.8. Account terms apply to all open accounts with each accounts agreement varying accordingly.  
23.9. T.A.D. Ltd reserves the right to charge interest on all overdue accounts at five per cent above the current bank base lending rate of



NatWest Bank Plc. Failure to pay for any goods or services shall entitle T.A.D. Ltd to suspend further services and deliveries both on the same order and on any other order from the Customer without prejudice to any other right T.A.D. Ltd may have.

23.10. New account holder who wish to process greater than £5,000.00 for the first transaction will be required to complete 50% upfront, with the remainder to be paid upon your agreed terms. Following transactions to return to your account terms.

23.11. Accounts may close after a period of inactivity of 6 months. The account status will revert to a cash only account and initial trading terms will be implemented, as stated above.

23.12. For information on your accounts status and or clarifications on conditions please contact [accounts@theartdepartment.co.uk](mailto:accounts@theartdepartment.co.uk) for further clarification.

## 24. Payment

24.1. We accept all major forms of credit and debit card as payment along with cash and bank and electronic transfers.

24.2. We no longer accept cheque as form of payment, if you wish to pay with a cheque a processing fee of £10 will be added to your total quotation. Failure to add this to your cheque could result in its termination.

24.3. Payment can be made directly using PayPal if this option is available to you. All payments are to be processed and accounts department are to be informed that the payment has been processed successfully.

24.4. Payments must be made in full or unless otherwise agreed with T.A.D. Ltd.

24.5. All account holders will be given a set payment period in which full payment has to be made or unless otherwise agreed with T.A.D. Ltd prior to production.

24.6. New customers are required to complete payment prior to production for the full amount or unless otherwise agreed with T.A.D. Ltd prior to production. A minimum of 50% for large orders over £2,500.00 will be accepted if agreed with T.A.D. Ltd prior to approval and based on any existing trading history / payment terms.

24.7. All prices quoted are net prices and are exclusive of VAT unless otherwise stated. VAT needs to be added at the current UK rate at the time of ordering.

24.8. Terms or where genuine doubts arise as to a Customer's financial position to suspend delivery for any order of any part or instalment or suspend any service without liability until payment or satisfactory security for payment has been provided.

## 25. Guarantee

25.1. T.A.D. Ltd guarantees you will be completely satisfied with your order however if you are not you as the customer are to provide a written response either by post or email within three days of receipt, to which a TAD member will respond and acknowledge a way forward.

25.2. Under no circumstances are fail safe guarantees supplied with each order, items are produced in good faith and based on our trading history that the products shall not fail, be suitable for purpose and or degrade at a rate superior than that expected by the conditions of the final environment

25.3. The goods supplied by T.A.D. Ltd are supplied with the following express guarantee:

25.3.1. T.A.D. Ltd takes all precautions to ensure the quality of materials and workmanship and guarantees all goods and services against faulty material and/or workmanship for a period of one month from the date of delivery. The terms of this Guarantee apply only to the first owner/user of the goods and not subsequent users.

25.3.2. T.A.D. Ltd will in no circumstances accept responsibility of any defects whatsoever arising from misuse of any goods or arising out of situations outside the control of T.A.D. Ltd. This Guarantee shall not apply to defects in any goods which have been altered outside T.A.D. Ltd's works and any claim hereunder must be made within 7 days of discovery of the defect. In the case of any patent defect within 14 days of delivery whichever shall be the earlier.

25.3.3. Items are produced and manufactured for purpose, as each order is made to order not guarantee can be given on the longevity of goods as they have been modified for the purpose of the task or job in hand.

25.3.4. Materials with guarantees are provided based being unprinted and left indoors without harsh chemical or activities affecting the goods.

## 26. Copyrights

26.1. The content used on this web page and or on any T.A.D. Ltd publications remains the intellectual property of T.A.D. Ltd.

26.2. Any copyrights not expressly granted herein are reserved.

Reproduction, transfer, distribution or storage of part or all of the contents in any form without the prior written permission of T.A.D. Ltd is prohibited.

26.3. T.A.D. Ltd consents to users browsing T.A.D. Ltd web pages on your computer or printing copies of extracts from these pages for your own personal use.

26.4. The trademarks, service marks, trade names, trade dress and products represented on our website are protected.

## 27. Privacy Policy

**27.1. Further to the integration of the revised General Data Protection Regulation (GDPR) of May 2018, the following Privacy Policy has been updated to reflect such alteration.**

27.1.1. T.A.D. Ltd do not actively collect and or purchase user data from sources for sales, marketing or analytical use.

27.1.1.1. Date held by T.A.D. Ltd is taken from an existing or prospective client list to which users can be removed by request at any point.

27.1.1.2. New data is collected directly from the person /client at time of request or time of job processing

27.1.1.3. Basic Personal details (information that relates to a living person)

such as Full Name, Main Address, Second Address (if different from the main address), Landline Number, Mobile number, Fax Number, Email Address and Secondary Email address (if different from the main address) are all stored by T.A.D. Ltd if provided by our clients / persons contacting T.A.D. Ltd.

27.1.1.4. Business details such as your position within the workplace and the company or organisation that employs; this may also include details of services you have provided or provide to T.A.D. Ltd as stored with the basic information.

27.1.1.5. Online Social media details, such as tag names / user names, are also stored with the basic information; all of which has been provided by you the customer / clients.

## 28. Your Right to Personal Information

28.1. Any personal details held by T.A.D. Ltd can be accessed at any time should you wish the details to be changed / amended or erased. This can be done by contacting one of the team directly at the Nottingham Office on 0115 986 53 86 or via email to [accounts@theartdepartment.co.uk](mailto:accounts@theartdepartment.co.uk) All amendments will be implemented within 24 hours of notification.

28.1.1. Access – If you would like a copy of the information held by T.A.D. Ltd this can be issued in writing or via email at any point.

28.1.2. Inaccuracies – If you wish to change amend or alter any information held by us, this can be done via direct contact or email. Any changes requested will be implemented immediately; the affects of any changes could take 24 hours to be apparent in future communications.

28.1.3. Erase – Should you wish the data held by T.A.D. Ltd to be removed in its entirety, this maybe because you deem we no longer need the details or the details have completely changes then this too can be put in place. Permission must be given to execute the removal in writing or via email to the address as indicated above.

28.1.4. Marketing - Should you no longer wish to receive marketing material from us either electronically or physically we can remove you from our mailing list but keep details on file for future contact.

28.1.5. Complaints – should you feel that your details have been miss-handled in a way that you deem unacceptable or none compliant, please contact T.A.D. Ltd as above where a member of T.A.D. Ltd management (Data Protection Team) will contact you to help investigate and resolve the situation. If you feel the situation isn't handled correctly please contact the Information Commissioner's Office (ICO) for more information, visiting [www.ico.org.uk](http://www.ico.org.uk)

28.2. T.A.D. Ltd does not disclose customer information, contact information or personal data to third parties.

28.3. T.A.D. Ltd shall not sell, share or rent any personal information or contact information we hold to anyone or company.

29. In future your data may be used in other forms which fail to meet the current policies in place. Should this arise all contacts / companies will be notified no later than 30 days prior to the new revised policies being implemented. At that time should you wish to opt out of the current Policy and remove any or all details held by T.A.D. Ltd this can be implemented within the above time period.

## 30. How we use your data

30.1 Your personal data is used for creating client lists for existing orders / possible future orders /deliveries of goods / selected marketing / social media linking / complaints / company information such as operating hours and opening times / accounting issues and payment

30.2. All electronic payments online or in person are processed internally by T.A.D. Ltd and will not be exchanged with a third party at any time.

30.3. Marketing deployed by T.A.D. Ltd will continue to be sent via electronic flyers unless you opt out of our marketing strategy. This can be done at any point. Removal from our marketing campaigns will remove you from all the marketing lists we hold. This includes latest products / services / opening and closing times and other relevant information.

30.4. All personal information is retained until personal details are either removed by the person in question or are removed as they are no longer in existence or have been amended. Should the details at any point need to be removed please contact management to remove the details within the allocated time period.

30.5. Security of such data is held within T.A.D. Ltd / on marketing strategy websites (Mail Chimp) and web based servers (KRYSTAL Hosting). Each location has reflected Privacy policies which protect personal data from being freely transited. Further details to each of the location are detailed as below:

30.5.1. Mail Chimp – Privacy Policy (<https://mailchimp.com/legal/privacy/>)

30.5.2. KRYSTAL Hosting – Privacy Policy (<https://krystal.co.uk/terms>)

30.6. Internet based profiling / security for personal data

30.6.1. Cookies used on this site and our sister sites link a user with this session. This information is only stored on the user's computer by the browser.

30.7. This site may contain embedded videos from other pages held by T.A.D. Ltd.

30.8. This site also uses Google Analytics to monitor web statistics and personal transits through the web space.

30.9. Technical data maybe collected by third parties such as Google, Facebook, Twitter and You Tube.

30.10. Third Party Linking - Our site contains links to other sites. These third party sites have separate data collection and privacy policies, which you should review before continuing to the relevant web sites. We are not responsible for the privacy practices of these other sites. Clicking on any link that navigates away from T.A.D. Ltd may allow third parties to collect or share data about you.

30.11. Online Contact: By submitting material to any of our servers, for example, by e-mail or via the web server, you agree that all material does not contain any item unlawful or otherwise unfit for publication. You will scan and remove any viruses or other contaminating or destructive features before submitting any material. You agree not to take legal action against T.A.D. Ltd in relation to any materials submitted and you

agree to indemnify T.A.D. Ltd in relation to the material you submit.

### **31. Liability**

31.1. Subject as aforesaid, all express or implied warranties, conditions, representations, undertakings or liabilities, whether imposed by statute, common law, custom or otherwise regarding damage or loss are hereby expressly excluded insofar that such matters are within the bounds of reasonableness and in the light of these terms and conditions; in particular, without impairing the generality of the foregoing, no statement or description contained in any catalogue or advertisement issued by T.A.D. Ltd or any communication from T.A.D. Ltd or made verbally or in writing by any of T.A.D. Ltd's agents, representative, officers or employees shall give or imply or be construed as giving or implying any such warranty, condition, representation, undertaking or liability as aforesaid not shall such statement or description remove, enlarge, vary or override or be construed to remove, enlarge, vary or override in any way any of the conditions herein contained.

31.2. T.A.D. Ltd accepts no responsibility for damage, direct, consequential, contingent or resulting loss, loss of profits, costs, charges, expenses or other liability, whether of the Customer or of any other party, arising out of T.A.D. Ltd's negligence breach of contract or breach of statutory duty or in any other manner arising but within the bounds of reasonableness, T.A.D. Ltd's responsibility being strictly limited to rectification or replacement as set out above and those matters referred to in these terms and conditions. Such rectification or replacement will be made as quickly as possible but T.A.D. Ltd requires a reasonable time to affect this. A claim in respect of any defect or failure to comply with the specification or order or in respect of any delivery or instalment of an order or any part thereof shall not entitle the Customer to cancel or refuse delivery of or payment for any other order, delivery or instalment or any part of the same order delivery or instalment.

### **32. Legal Construction**

32.1. The contract shall in all respect be construed and operate as an English contract and shall be governed by English Law.

32.2. Amendments to a contract will be amended as deemed applicable in accordance with the English Law