



# Terms & conditions of business

Date: 10 Oct 2022

Unless otherwise agreed in writing by a Director of Sovereign Insignia Ltd t/a Impamark (hereafter referred to as Impamark), all goods are supplied in accordance with these terms and conditions of business. You can print these full term and conditions by selecting the print option in the file menu of your browser. Impamark reserves the right to make alterations to the site and details displayed on it (including prices). All orders placed with Impamark are deemed to be acceptance of these Terms.

## In these terms and conditions:

- “Impamark” means Sovereign Insignia Ltd t/a Impamark and any successor to its business, and as the context allows, any other connected entity that supplies the goods ordered by you.
- “We” and “Us” means Impamark either alone or together with you, as the context requires.
- “Working day” means every day of the year except weekends, and English bank, statutory and public holidays.
- “You” means the person ordering goods subject to these terms and conditions.

## GENERAL

1. We shall not be liable to you where the performance of any of our obligations to you is prevented, frustrated or impeded by reason of acts of God, war and other hostilities, civil commotion, accident, strikes, lock outs, trade disputes, acts or restraints of Government, imposition or restriction of imports or exports or any other cause not within the reasonable of Impamark.
2. If any part of these Terms and conditions is found to be unenforceable as a matter of law, all other parts of these terms and conditions shall not be affected and shall remain in force.
3. While we will use reasonable endeavours to verify the accuracy of any information we place on this website, we make no warranties, whether expressed or implied in relation to its accuracy. We cannot guarantee that the appearance and/or colours of products shown on this site exactly reproduce the appearance and /or colours of the physical products themselves.
4. We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) otherwise out of or in connection with these terms and conditions for any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or any loss of goodwill or reputation; or any special or indirect losses, suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

5. These terms and conditions any contracts between us shall be governed by and constructed in accordance with English law and the English courts shall have exclusive jurisdiction over any dispute between us.

## **ARTWORK**

We can only be responsible for reproduction of artwork supplied by the clients or produced against their written order. A paper proof must be signed before proceeding with all orders. Blocks, dies, screens and jacquards are chargeable unless otherwise agreed and remain the property of Impamark.

## **COLOUR REPRODUCTION**

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

## **SAMPLES**

Samples can be issued charged at cost upon written request from the customer. This charge can then be deducted from the order value if requested in writing by the customer. With consent of the Director, samples may be issued on loan if in stock and must be returned in good condition within 30 days. An invoice will be raised after this time for any items not returned.

## **PROOF SAMPLES**

Proof samples are labour intensive and tend to disrupt production runs. Therefore a black and white paper proof suffices in most cases to overcome doubts as to correctness and definition. Charges for proofing will be quoted upon request.

## **PRICE**

1. The prices for goods displayed for sale on this site are set by Impamark. Delivery will be charged on an order-by-order basis, and any such additional charges are clearly displayed where they apply. Prices and delivery charges are valid and effective only to delivery to addresses in mainland United Kingdom.
2. 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.
3. 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

4. A final invoice will be raised upon despatch of goods which may vary from that originally quoted to take into accounts any variances in amount or amendments to original order.
5. Our acceptance of your offer will create a legally binding contract between us. We reserve the right not to supply you at our discretion.
6. We are happy to offer the facility of credit card payment to our customers which we have set up using BarclayCard EPDQ payment system. This facility incurs a convenience charge of 3.5% to the final total due for all customers wishing to take advantage of this service. Please note this is the amount we are charged by BarclayCard for processing the payment.

## **PAYMENT TERMS**

1. Our terms are strictly net 30 days from the date of invoice. No variation of these terms will be permitted unless authorised by a Director of Impamark in writing. All new accounts are payable on a pro-forma basis for the first order. Orders will not be despatched until payment is received.
2. All card payments processed on behalf of Impamark are processed Barclaycard ePDQ payment system. If you would like to pay by Credit card, please let us know so that we can amend your invoice to add the convenience charge of 3.5%.
3. Please note that we do not export goods and all transactions are made in £sterling.

## **OVERDUE PAYMENTS**

Any invoices outstanding after the 30th day will attract an interest charge of 4% above base rate per month, charged on a day-to-day basis until the invoice is settled in full.

## **RETENTION OF TITLE**

Ownership of the goods is not transferred until the invoice is paid in full.

## **DELIVERY**

1. Our delivery hours are 9am - 6pm, Monday to Friday.
2. Owing to considerable differences in weight, bulk and shapes of articles, carriage will be an extra charge to each order. This is charged at cost and is not known until the order is despatched.
3. For security reasons a signature is required to acknowledge receipt. If you know that there will be no one available to sign for your delivery, it may be best to supply an alternative address for delivery. If no one is available at the delivery address to sign for the goods, the delivery company will leave a card. You can simply call the number on the card quoting the card reference number to re-arrange delivery at a more suitable time.
4. Please note we are only able to ship products to addresses in mainland United Kingdom. We work closely with our carriers to ensure best possible service and delivery times, however, some delays may occur which are outside our control and we will endeavour to work with you and the carrier to resolve these immediately.

5. While every effort will be made to deliver goods on time, NO liability is accepted for delays occurred by circumstances beyond our control.
6. Non-delivery of goods - Supplies are invariable bound by the Carriers terms and conditions and therefore claims for non delivery of all or part of the consignment must be notified in writing with 3 working days to enable claims to be made against the carrier.
7. Packages damaged in transit - Couriers have to allow reasonable time for your inspection of the good on delivery. Delivery sheets or receipts must be claused stating the nature of the damage and signed accordingly. Claims arising from damage to packages in transit must be notified immediately on receipt of the goods. We cannot be held liable for damaged goods received without inspection, clausing of receipts, or notification.

## **REFUND, REPLACEMENT & CANCELLATION**

1. Goods supplied against orders cannot be returned for any reason once they have been printed to your specification as per the signed paper proof. However, 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.
2. If goods are incorrect, faulty or damaged upon delivery we will exchange the product or issue a refund of the full price (including any delivery charges). However we must be notified in writing (via e-mail or post) within five working days following your acceptance of this delivery. We will arrange for the goods to be collected by our nominated delivery carrier at our own expense, and meet the cost of any subsequent delivery or replacement items.
3. Refunds will paid via the identical method of payment used to originally purchase these goods within 30 days of receipt of cancellation. Where a full refund is agreed by the Directors, this will be paid within 30 days of cancellation.
4. If an order is cancelled after it has been confirmed and the order acknowledgment has already been signed by the customer, the customer will be charged a £100.00 cancellation fee and invoiced accordingly.
5. Failure of goods to comply with contract terms on grounds of quality, quantity or on grounds that the wrong goods have been supplied must be notified within 3 days. In any event within such period of times as will exclude the possibility of deterioration or damage due to unsatisfactory storage by recipients or any other cause.

Impamark reserve the right to amend or change these Terms & conditions and written notification will be given as well as posted on the Website – <https://www.impamark-promotional-merchandise.co.uk>

## **CONDITION OF WEBSITE USE**

### **Registration and Passwords**

Registration is not required to browse the websites managed by Impamark. However, certain features offered on the websites may require you to register or submit certain personal information, such as your name, mailing and e-mail addresses, and billing information. When you register with an Impamark managed website you represent that you are at least 18 years of age and have the authority to register with such site.

You are responsible for maintaining the confidentiality of your login ID and password. You shall be

responsible for all uses of your login ID and password. In addition, you agree to pay all charges, including taxes, duties or other fees, incurred by you or any users of your account.

See our GPPR policy for further information

## **Copyright**

The Impamark managed websites and all the materials published or otherwise incorporated on the sites (herein "Content"), such as text, button icons, interfaces, images, software, illustrations, video clips, audio clips, and other video and audio files are owned exclusively by Impamark or others that have licensed their materials to us. The Content is therefore protected by copyrights, trade secrets, or other proprietary rights. You may not copy, download, upload, modify, reproduce, transmit, delete, add to, distribute in any way, or otherwise use for any purpose any of the Content except as we have outlined in these Terms of Use or on the Impamark managed websites, or with the prior written consent of the owners of the Content.

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## **COMPANIES ACT 2006**

### **Required information**

To comply with the above Act, this website is a trading arm of Sovereign Insignia Ltd, Unit 1 Dammerwick Farm, Marsh Road, Burnham-on-Courch Essex. CM0 8NB.

Impamark is a Company Registered in England & Wales no 02672262

VAT registration no: GB594 7738 76

Should you have any queries, please do not hesitate to call our Customer Services Team on 01621 783550. They will arrange for the collection of incorrect, faulty or damaged goods providing you have notified us in writing within 5 working days of receiving our goods. Lines are open 8.30am-5.30pm weekdays.