

## **TERMS AND CONDITIONS**

### **1. INTERPRETATION AND DEFINITIONS**

In these Terms and Conditions the following words have the following meanings:-

"the Company" means Lyons Presentations Group Ltd, (Company number: 2147763) whose registered office is Unit 15, Spectrum House, 32-34 Gordon House Road, London, NW5 1LP trading as "Rocket Bags",

and "we" or "us" refers to the Company

"the Purchaser" means the person, company, firm or other organisation desirous of purchasing goods from the Company and "you" refers to the Purchaser

"Contract" means the agreement between the Company and the Purchaser for the sale and purchase of the Goods and incorporating these terms and conditions.

"Order" means an order sent to us by you set out in the order form which you have received from us by fax, post or email, giving details of the order and which is signed by you or on your behalf or printed onto your headed notepaper and returned to us as a purchase order

"Goods" means the goods to be sold by the Company

"Website" means any of the Company's websites

Please note that any logos or designs shown on our websites are for display purposes only and do not necessarily indicate that we have supplied the item to the owners of the logo or design or that company or that that the owner of the logo or design has endorsed the product concerned.

No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents, representatives or employees of the Company shall be construed to vary in any way any of these terms and conditions under the Contract unless otherwise agreed in accordance with Clause 2.2

### **2. TERMS AND CONDITIONS AND CREATION OF THE CONTRACT**

2.1 The contract is created when we receive an Order from you provided you do so within 30 days of us sending to you the order form.

2.2 These terms and conditions apply to all Orders and Contracts, and any variation will not be binding on us unless set out in writing and approved by an authorised signatory of the Company.

### **3. PAYMENT TERMS AND INVOICING**

3.1 For non credit account customers when we receive an Order from you we will raise a pro forma invoice. We will not usually commence work on that Order until the pro forma invoice is paid.

3.2 If we agree to give you credit we may commence work on an Order for you and will invoice you on or following delivery of the Goods.

3.3 If you have a credit account with us and the Order would result in you exceeding your agreed credit limit then we will issue you a pro forma invoice for the difference between the amount of the Order and the amount of your credit limit. We will not usually commence work on the Order until that invoice is paid.

3.4 When you place an Order we may incur costs and expenses, such as the costs of raw materials, supplier's costs, delivery costs etc in fulfilling that Order. We may require you to make a payment on account in advance of any such costs, such payment to be credited against our invoice to you.

3.5 Credit limits must be agreed by us in writing.

3.6 All invoices are payable in full within 30 days.

3.7 We reserve the right to adjust the prices quoted on Orders to take account of additional costs to us including but not limited to additional costs caused by changes in the law and/or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties, currency fluctuations or otherwise.

3.8 Time for payment to us is of the essence for the purposes of the Contract.

3.9 The Company shall be entitled to suspend any and all deliveries and outstanding installments of deliveries until payment for all earlier Orders has been received by us in full.

3.10 The Purchaser shall not be entitled to withhold payment of any amount payable under the Contract (or any other contract between the parties) because of a disputed claim of the Purchaser in respect of faulty Goods or any other breach of contract, nor shall the Purchaser be entitled to set-off against any amount payable under the Contract (or any other contract between the parties) to the Company any monies which are or are purported to be payable by the Company. .

### **4. PASSING OF TITLE AND RISK**

4.1 Risk in the Goods shall pass to the Purchaser from the time of despatch to the Purchaser or its agent and the Purchaser shall insure the Goods against loss and damage by fire or other insurable risk from that time until the ownership of the Goods passes to the Purchaser. The Purchaser shall hold on trust for the Company any insurance monies received as a result of such loss or damage.

4.2 Ownership of Goods shall not pass to the Purchaser until payment is received by the Company in full in respect of the Goods and all other sums which are or which become due to the Company from the Purchaser.

4.3 The Purchaser agrees that section 32(3) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Company.

4.4 Upon termination of the Contract (howsoever caused), this clause 4 shall remain in effect.

## **5. PRODUCTS**

We reserve the right to alter minor details or design of goods which do not materially change their character or value without notice. We believe we have accurately described the goods in the Company's catalogues and websites. However all illustrations contained in the Company's catalogues, brochures, websites, advertisements or price lists are approximate only and are intended to give a general idea of the goods described therein. If there is a particular aspect of the description of the goods on which you intend to rely, you must advise us of that in writing before we prepare and send you an Order Form.

## **6. VAT**

Where applicable all prices quoted are subject to VAT at the current rate.

## **7. DELIVERY**

7.1 We will arrange delivery of the Goods to the address(es) specified on the Order.

7.2 The Company will use reasonable endeavours to agree a mutually convenient delivery date. However any time or date given for delivery of the Goods whether specified in the Order or otherwise given by the Company shall be taken as an estimate made by the Company in good faith but shall not be binding upon the Company as a term of the Contract or otherwise. Time of delivery is not of the essence for the purposes of the Contract and the Company will not be liable for any loss or damage sustained by the Purchaser in consequence of any failure to deliver within such time or by such date or in consequence of the delay howsoever caused. The Company's delay in delivery of the Goods shall not by itself entitle the Buyer to terminate or rescind the Contract.

7.3 The Company can in certain circumstances arrange special express deliveries of Goods, subject to additional charges to you. However, the Company cannot guarantee that such express deliveries will be delivered on the agreed date and the Company does not accept liability for any loss or damage arising from the delay or error in the delivery of such Goods.

7.4 Where Goods are delivered by installments under the Contract each installment shall be deemed to be sold under a separate Contract and any failure on the part of the Company for the delivery of a particular installment or any defects in workmanship or materials affecting any particular installment shall not entitle the Purchaser to repudiate the Contract with regard to any installments remaining deliverable or to refuse or withhold payment for any Goods delivered.

## **8. QUANTITY VARIATION**

We shall be deemed to have fulfilled our contract by delivery of a quantity within 10% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

## **9. COMPLAINTS**

9.1 Complaints in connection with the Goods or their delivery must be made in writing to us, so as to reach us within 5 days of the date of delivery.

9.2 You should examine all goods delivered at the time of delivery. Subject to clause 10 we shall not be liable for any loss arising from damage caused to the Goods in transit unless the loss or damage is noted on the delivery note at the time of delivery and subsequently reported to us in writing in accordance with clauses

9.3 Complaints in respect of delay or non-delivery must be made in writing so as to reach us within 4 days from the agreed delivery date.

## **10. LIABILITY**

10.1 Subject to clause 10.5 our liability for any loss or damage suffered by you (or others) in respect of the Goods or any representation or statement shall be limited to the contract value of the Goods.

10.2 Subject to clause 10.5 we can accept no responsibility for loss or damage arising from the supply of Goods under the Contract unless you have fully complied with the complaints procedure set out in clause 9

10.3 Subject to clauses 10.1 and 10.5, we shall not be responsible for any financial loss, damage, arising from a delay, failure to deliver the Goods, or damage to or defects in the Goods.

10.4 Unless specifically agreed by a director of the Company in writing we shall not be responsible for any loss of profits or consequential loss or damage arising from a delay or failure to deliver the Goods or damage to or defects in the Goods.

10.5 Nothing in these terms and conditions restricts our liability for death or personal injury as a result of our negligence. 10.6 Nothing in these terms and conditions shall affect the statutory rights of a consumer.

## **11. CANCELLATION CHARGES**

A charge will be made by the Company for all cancelled orders based on the charge for all work carried out up to the date of cancellation and the cost of materials no longer usable elsewhere.

## **12. SAMPLES**

12.1 Upon request we may send you a sample product for approval prior to you placing an Order. We may require you to pay for this sample in advance and you will be charged for the sample if you do not return it to us in good condition within 14 days.

12.2 We may also send you a sample product for approval after you have placed an Order. We may require you to pay for this sample in advance and you will be charged for the sample if you do not return it to us in good condition within 14 days. Any comments on the sample or requests for alterations should be communicated to us as soon as possible and the Company will make reasonable efforts to comply but shall not be obliged to implement alterations to specifications. Dissatisfaction with such a sample will not amount to grounds for rescission of the Order.

## **13. OVERDUE ACCOUNTS**

13.1 Interest will be payable on overdue accounts, at the rate of 5% above the Barclays Bank plc base rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.

13.2 If an account is overdue for more than 14 days we are entitled to withhold future deliveries.

13.3 In addition to our statutory rights we are entitled to claim from you all legal or collection charges on overdue accounts.

13.4 The rights specified in clause 13 are cumulative and not alternatives.

## **14. DEFAULT OF PURCHASER**

14.1 In the event that:

14.1.1 The Purchaser shall be in material breach of any of its obligations under the Contract; or

14.1.2 Any distress or execution shall be levied on the Purchaser's property or assets; or

14.1.3 If the Purchaser (being an individual or partnership) shall make or offer to make any voluntary arrangement or composition with its creditors or become bankrupt or if any bankruptcy petition be presented against him; or

14.1.4 If the Purchaser (being a company) has an administrative receiver or administrator appointed or makes a voluntary arrangement with its creditors or commences to be wound up; or

14.1.5 Otherwise if the Purchaser fails to pay its debts as and when they fall due;

the Company at its discretion and without prejudice to any other right or claim may by notice in writing immediately terminate, wholly or in part, the Contract between the Company and the Purchaser or may (without prejudice to the Company's rights subsequently to terminate the Contract for the same cause should it so decide) by notice in writing suspend further deliveries of Goods.

## **15. QUANTITY CHANGES TO ORDERS**

Any increase in the quantity of goods will be treated as a separate Order.

## **16. ARTWORK AND PRINTING**

16.1 The artwork and print prices shown in our brochures and websites include printing one colour and one position from camera ready artwork supplied. The advertised prices are subject to change and will be confirmed on the Order, subject to the provisions of clause 3.4. Please contact us with queries relating to charges for artwork and printing prior to placing an Order.

16.2 Where you provide the artwork or design for us to use you warrant that you are entitled to use that artwork or design and either owns the copyright or are entitled to use it and will indemnify us against all claims made by third parties.

16.3 Where you have asked us to create artwork or designs for you, we retain the copyright in such artwork and designs unless we agree in writing that you have acquired its ownership.

## **17. FORCE MAJEURE**

We will not be responsible for failure and/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 cause and in such circumstances we shall be entitled by written notice to the Purchaser to terminate the Contract in whole or in part without incurring any liability whatsoever to you.

## **18. ASSIGNMENT**

The Purchaser may not assign, sub-contract or in any way transfer or dispose any of its rights or obligations under the Contract without the prior written consent of the Company.

## **19. GENERAL**

19.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply.

19.2 Each right or remedy of the Company pursuant to these terms and conditions is without prejudice to any other right or remedy of the Company whether under the Contract or not.

19.3 This agreement shall be governed by English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

## **20. GUARANTEE**

We've been helping UK organisations get the perfect bags for 25 years. As a quality-certified ISO9001 company, we're proud to provide the country's best guidance, service, and reliability. Our Full Service Guarantee is designed to make sure that you get the best price from a quality-certified company, exceptional quality, and always receive an on-time delivery. All guarantees have conditions and exclusions, and these are ours:

**The UK's Lowest Price** – We'll refund you twice the difference in price if within 30 days of your order:

- you find a like for like product advertised in the UK and
- the supplier is currently ISO9001 (quality) certified
- the product is immediately available for supply/in stock

**Guaranteed Quality** – We'll remake your bags or credit you with the full price if within 7 days of your receiving your order you:

- return all of the bags delivered to you and
- they don't comply with the sample you approved

**Always On Time** – We'll refund the price you've paid if the bags don't arrive with you for any reason before the event you want them for as long as:

- we've agreed that date with you by email before you make your order
- you have correctly signed and dated all delivery notes for the bags

## **EXCLUSIONS**

- The Lowest Price Guarantee applies only to products which are "like for like". This means that the bag shape, colour, material, imprint and quantity ordered are the same.
- The Full Service Guarantee applies only to orders with a maximum value of £7,500 (exc VAT). If the order exceeds that sum then the Guarantee is limited in value to £7,500
- A sample must have been supplied by us and approved by you no more than 45 days before the order.
- The Guarantee applies only if you return all the bags we supplied, unused and in their original packaging within 7 days of delivery –if part deliveries then within 7 days of that part being delivered.