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25 July 2024

Dear Roisin

Re: Exterior lightbox

Thank you for your enquiry, we are pleased to provide a quote for the services discussed which is laid out below.

Qty	Description	Unit Price	Total
1	Exterior lightbox	£1,120.00	£1,120.00
1	Travel & On site Installation	£160.00	£160.00
		Sub Total	£1,280.00
		VAT	£256.00
		TOTAL	£1,536.00

All orders are subject to Signs Express standard Terms & Conditions (unless otherwise specified) that can be found attached to this quote, on our website www.signsexpress.co.uk or by telephoning our office. We would be delighted to work with you, so if you have any questions please don't hesitate to get in touch. We look forward to hearing from you in due course.

Yours sincerely

Mark Coyle
Mark Coyle - Managing Director

Payment Terms:

Payment is required in advance of completion of the works.

Quotation Terms:

Delivery: within XX days of receipt of your signed confirmation of order printed from Clarity.
This quotation is valid for XX days from the date of this document

SIGNS EXPRESS

STANDARD TERMS AND CONDITIONS OF THE SALE OF GOODS AND PROVISION OF SERVICES

1. Interpretation

1.1 In these Conditions:

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and Signs Express;

"Contract" means the contract between the Customer and Signs Express for the supply of Goods and/or Services in accordance with these Conditions;

"Customer" means the person whose order for Goods and/or Services is accepted by Signs Express;

"Goods" means the goods by Signs Express is called to the Contract under these Conditions, as set out in the Quotation;

"Order" means the Customer's order for the supply of Goods and/or Services as accepted by Signs Express;

"Order Confirmation" means Signs Express acceptance of the Order, provided by Signs Express to the Customer whether written or oral;

"Quotation" means the quotation for the Goods and/or Services provided to the Customer by Signs Express whether written or oral;

"Services" means any services provided to the Customer (including all of them or any part of them) under these Conditions, as set out in the Quotation; and

"Signs Express" means the Signs Express business selling the Goods and/or Services, details of which are given in the Quotation and whose details have been provided to the Customer either in writing or orally.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Making the Contract

2.1 Each Order will be deemed to be an offer by the Customer to buy the Goods and/or Services in accordance with these Conditions. The Contract is made when the Order is accepted by Signs Express by the issue to the Customer of an Order Confirmation. The Contract will not be made until an Order Confirmation has been issued by Signs Express or Signs Express commences provision of the Goods and/or Services.

2.2 Signs Express may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods or Services shall arise, until an Order Confirmation has been issued by Signs Express or Signs Express commences provision of the Goods and/or Services.

2.3 The Contract is subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions and all previous oral or written representations made by Signs Express, but subject to the provisions of Condition 2.4.

2.4 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and Signs Express.

2.5 The Customer must ensure that the terms of the Quotation and any applicable specification are complete and accurate. If the Customer wishes to amend any aspect of the information the Customer has given it must contact Signs Express immediately. Although Signs Express will use reasonable endeavours to implement any such amendment which the Customer requests, Signs Express cannot guarantee that it will be able to do so after the Order Confirmation has been issued. If such amendment changes any other aspect of the Quotation (for example the price) and Signs Express is able and willing to amend it, then Signs Express will send the Customer a new Order Confirmation.

2.6 All Quotations are invitations to treat only. They are not an offer to supply Goods or Services and are incapable of being accepted by the Customer. All Quotations are, unless agreed otherwise in writing, valid for 30 days only or until earlier acceptance by the Customer after which time they may be altered by Signs Express without giving notice to the Customer.

2.7 Any advice or recommendation given by Signs Express or its employees or agents to the Customer or its employees or agents as to the storage, application, suitability or use of the Goods which is not confirmed in writing by Signs Express is followed or acted upon entirely at the Customer's own risk, and accordingly Signs Express shall not be liable for any such advice or recommendations which is not so confirmed.

3. Provision of the Goods and Services

3.1 The quantity, quality and description of, and any specification for the Goods and Services shall be those set out in the Quotation. It is the obligation of the Customer to check the structure to which the Goods are to be affixed, and to prepare surfaces to which the Goods may be applied, so that in each case they are suitable for such fitting and application. The Customer acknowledges that following installation it is responsible for the inspection, maintenance and repair of Goods supplied under the Contract.

3.2 If the Goods are manufactured or any process is applied to the Goods by Signs Express in accordance with a specification submitted by the Customer whether in writing or otherwise the Customer shall indemnify Signs Express against all loss damages costs and expenses awarded against or incurred by Signs Express in connection with or paid or agreed to be paid by Signs Express in settlement of any claim for infringement of any patent, copyright, design, trademark (whether registered or not), or other industrial or intellectual property rights of any third party which results from Signs Express' use of any or all of the Customer's specification.

3.3 Signs Express reserves the right to make any changes in the specification of the Goods and/or Services which are required to conform with any applicable legal or regulatory requirements (including but not limited to safety requirements) or which do not materially affect their quality or performance.

3.4 No order which has been accepted by Signs Express may be cancelled by the Customer except with the agreement in writing of Signs Express and on terms that the Customer shall indemnify Signs Express full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damage charges and expenses incurred by Signs Express as a result of cancellation.

3.5 Where a Quotation is based upon information supplied by the Customer, the Customer is responsible for its accuracy and any increased costs of supply resulting in any inaccuracy are the Customer's responsibility.

3.6 All samples, drawings, descriptions, specifications, illustrations and advertising issued by Signs Express or contained in any of Signs Express' catalogues or brochures or on any website containing with Signs Express (together "Samples") are issued or published for the sole purpose of giving an approximate idea of the Goods represented by or described in them. Due to the bespoke nature of the Goods and the materials used to produce them the finished Goods will likely differ from the samples. Samples do not form part of the Contract and the Contract is not a sale by sample.

3.7 At the request of the Customer and at its cost, and at the sole discretion of Signs Express, Signs Express may remove materials (including but not limited to old signage) from the premises of the Customer.

3.8 Signs Express requires the Customer, prior to the provision of the Goods and/or Services, to obtain any necessary consents and approval to:

3.8.1 the installation and/or application of the Goods, including but not limited to any planning and/or landlord consents; and

3.8.2 the use of any logo, trade mark or design required for the Goods (including but not limited to the right to use the copyright and any other intellectual property rights in such logo, trade marks and design).

3.9 All intellectual property rights (including but not limited to copyright) arising from the creation of Goods by Signs Express shall remain the property of Signs Express and the Customer shall not copy or reproduce the Goods without the prior written consent of Signs Express.

4. Price of the Goods

4.1 The price of the Goods and Services shall be the price set out in the Quotation or (where no price has been quoted or a quoted price is no longer valid) the price calculated by Signs Express from its normal price list from time to time.

4.2 Signs Express reserves the right to increase the price of the Goods and/or Services to cover:

4.2.1 any increase in the cost to Signs Express which is due to any factor beyond the control of Signs Express (such as without limitation any foreign exchange fluctuation currency regulation, alteration of duties, significant increases in the costs of labour, materials, or other costs of manufacture);

4.2.2 any change in delivery dates, quantities or specification of the Goods and Services which are requested by the Customer;

4.2.3 any delay caused by any instruction of the Customer or failure of the Customer to give Signs Express adequate information or instructions;

4.2.4 the costs of additional work carried out by Signs Express to be able to perform the Services (including but not limited to the preparation of surfaces to which Goods are to be applied and the disposal of materials at the request of the Customer); or

4.2.5 to comply with any requirements referred to in Conditions 2.5, 3.6 and 3.7.

4.3 Except as otherwise expressly set out in the Contract all prices are given by Signs Express exclusive of:

4.3.1 packaging and delivery of the Goods to the Customer's premises; and

4.3.2 any applicable value added tax or other applicable sales tax or duty and such sums shall be added to the price.

5. Terms of Payment

5.1 Subject to any special terms agreed in writing between the Customer and Signs Express, Signs Express shall be entitled to invoice the Customer for the price of the Goods and the Services on or at any time after delivery of the Goods and/or performance of the Services in accordance with Condition 5.3 below the Customer fails to take delivery of the Goods and/or accept performance of the Services in which event Signs Express shall be entitled to invoice the Customer for the price at any time after such notification or (as the case may be) Signs Express has tendered delivery of the Goods and the Customer has failed to take delivery.

5.2 Subject to Condition 5.3 below the Customer shall pay the price of the Goods and/or the Services within no more than 30 days of the date of each invoice in full and subject to such bank account or non-payment details as may be notified to the Customer. The time of payment of the price shall be the essence of the Contract. Receipts for payment will only be issued on request by the Customer.

5.3 If the Customer fails to make any payment due to Signs Express under the Contract by the due date then, without prejudice to any other right or remedy available to Signs Express, Signs Express shall be entitled to:

5.3.1 cancel the Contract or suspend further deliveries of Goods and/or provision of Services to the Customer in accordance with clause 8.2;

5.3.2 appropriate any payment made by the Customer to such of the Goods (or the Goods supplied under any Contract between the Customer and Signs Express) as Signs Express think fit (notwithstanding any purported assignment by the Customer); and

5.3.3 charge the Customer interest on the amount unpaid from the due date until payment of the unpaid amount, whether before or after judgment. Interest under this clause 5.3.3 will accrue each day at four per cent per annum above Barclays Bank plc base rate from time to time, but at 4% a year for any period in which that base rate is below 0%.

5.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Delivery

6.1 Delivery of the Goods shall be made by the Customer collecting the Goods at Signs Express' premises at any time after Signs Express has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by Signs Express ("Delivery Location"), by Signs Express delivering the Goods to that Delivery Location subject to the Customer having paid extra for delivery in accordance with Condition 4.3.

6.2 The Goods shall be deemed delivered:

6.2.1 if collected by the Customer, when Signs Express makes the Goods available for collection at Signs Express premises; or

6.2.2 if delivered by Signs Express, on delivery of the Goods at the Delivery Location.

6.3 Provision of the Services shall be made at the location notified to the Customer at any time after Signs Express has notified the Customer that the Services are ready to be provided.

6.4 Any dates quoted for delivery of the Goods and/or provision of the Services are approximate only and Signs Express shall not be liable for any delay in delivery of the Goods and/or provision of the Services (including any delay in delivery of the Goods and/or provision of the Services) unless previously agreed in writing by Signs Express. The Goods may be delivered and/or the Services provided to the Customer in advance of the quoted date upon giving reasonable notice to the Customer.

6.5 Signs Express shall not be liable for any delay in or failure of delivery caused by:

6.5.1 the Customer's failure to (i) make the Delivery Location available; (ii) prepare the Delivery Location in accordance with Signs Express' instructions or as required for delivery or (iii) provide Signs Express with adequate instructions for delivery or otherwise relating to the Goods;

6.5.2 the Customer's failure to collect the Goods from Signs Express premises; or

6.5.3 an event which is beyond Signs Express' reasonable control in accordance with Condition 8.9.

6.6 If the Customer fails to take delivery of the Goods or accept provision of the Services or fails to give Signs Express adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Signs Express' fault) then without prejudice to any other right or remedy available to Signs Express Signs Express may:

6.6.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

6.6.2 where reasonably possible, sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

6.7 Signs Express may deliver the Goods by separate instalments and perform any Services in stages. Each separate instalment or stage will be invoiced and paid for in accordance with the provisions of the Contract.

6.8 Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Customer:

7.1.1 in the case of Goods to be delivered at Signs Express' premises at the time when Signs Express notifies the Customer that the Goods are available for collection; or

7.1.2 in the case of the Goods to be delivered otherwise than at Signs Express' premises at the time of delivery to such premises or, if the Customer fails to take delivery of the Goods, from the time when Signs Express has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions ownership of the Goods shall not pass to the Customer until Signs Express has received in cash or cleared funds payment in full of the price of the Goods and all other Goods and Services for which payment is due from Signs Express.

7.3 Until such time as ownership of the Goods passes to the Customer the Customer shall hold the Goods as Signs Express' fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and properly stored protected and insured and identified as Signs Express' property.

7.4 The Customer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to Signs Express for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Customer and third parties and in the case of tangible proceeds properly stored protected and insured.

7.5 Until such time as ownership in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) Signs Express shall be entitled at any time to require the Customer to deliver up the Goods to Signs Express and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

7.6 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Signs Express but if the Customer does so all monies owing by the Customer to Signs Express shall (without prejudice to any other right or remedy of Signs Express) forthwith become due and payable.

8. Termination

8.1 Without limiting its other rights or remedies, Signs Express may terminate this Contract with immediate effect by giving written notice to the Customer if:

8.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;

8.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

8.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

8.1.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

8.2 Without limiting its other rights or remedies, Signs Express may suspend provision of the Goods and/or Services under the Contract or any other contract between the Customer and Signs Express if the Customer becomes subject to any of the events listed in Clause 8.1.1 to Clause 8.1.4, or Signs Express reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

8.3 Signs Express may terminate the Contract or any other contract between the Customer and Signs Express may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to Signs Express all of Signs Express' outstanding unpaid invoices and interest and, in respect of Goods produced and/or Services supplied but for which no invoice has been submitted, Signs Express shall submit an invoice, which shall be payable by the Customer immediately on receipt.

8.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

9. Warranties, Liabilities and Indemnity

9.1 Signs Express warrants that for a period of 12 months from the date of delivery of Goods and from the date of provision of Services, ("Warranty Period"), the Goods and Services shall:

9.1.1 conform in all material respects to the agreed specification;

9.1.2 be free from material defects in design, material and workmanship;

9.1.3 in relation to Goods only, be of satisfactory quality;

9.1.4 in relation to Services only, be supplied with reasonable care and skill; and

9.1.5 be fit for purpose and any specific purpose held out by Signs Express.

9.2 During the Warranty Period, Signs Express will, in respect of Goods and/or Services which are proved to not comply with Condition 9.1, repair, or at its option replace, such Goods, and/or re-perform or at its option refund the price of such Services. This obligation will not apply where:

9.2.1 the Customer has improperly used the Goods in any way whatsoever, or the Goods have been subjected to wear and tear, misuse, unauthorised repair, damage, negligence, adverse weather conditions and/or alteration;

9.2.2 the Customer has not complied with any instructions provided by Signs Express, including instructions relating to preparation of the surfaces and areas to which the Goods are applied, and/or such surfaces or areas have been subjected to previous workmanship by third parties and/or contain latent defects;

9.2.3 damage, discolouration or failure to painted surfaces has occurred through no fault of Signs Express;

9.2.4 any failure of the Goods to comply with condition 9.1 is caused by Signs Express following any specification or requirement of the Customer;

9.2.5 the Customer has not complied with any instructions as to use and care of the Goods in all respects; or

9.2.6 the Customer has failed to notify Signs Express of any problem or suspected problem within 2 days of the provision of the Services and/or supply of the Goods.

9.3 Any repair or replacement Goods or re-performed Services will be liable to repair or replacement (or re-provision or, at Signs Express' option, refund) under the terms specified in Condition 9.2 for the unexpired portion of the 12 month period from the original date of delivery of the replaced Goods or from the original date of provision of the re-performed Services.

9.4 The above warranty does not extend to parts, materials or equipment not manufactured by Signs Express in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Signs Express.

9.5 Signs Express accepts liability for personal injury or death caused by the negligence of Signs Express or its employees (acting within the course of their employment or duties and the scope of their authority) and for any other matter for which it would be illegal to exclude or attempt to limit or exclude its liability.

9.6 Except as provided in Condition 9.5, Signs Express will not be liable to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or for any indirect or consequential loss (including, but not limited to, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:

9.6.1 any breach by Signs Express of any of the express or implied terms of the Contract;

9.6.2 any of the Goods and/or Services (including but not limited to any use made by the Customer of any Goods, or of any product incorporating any of the Goods), or the manufacture or sale or supply, or failure or delay in supply, of the Goods and/or Services by Signs Express or on the part of Signs Express' employees, agents or sub-contractors; or

9.6.3 any non-fraudulent statement made or not made, or advice given or not given, by or on behalf of Signs Express.

9.7 Except as set out in Condition 9.5, Signs Express total liability shall not exceed a sum equal to the price paid by the Customer under the Contract.

9.8 The Customer acknowledges that the above provisions of this Condition 9 are reasonable and reflected in the price which may be higher without those provisions, and the Customer will accept such risk and/or insure accordingly.

9.9 Signs Express shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of Signs Express' obligations in relation to the Goods and/or Services if the delay or failure was due to any cause beyond Signs Express' reasonable control. Without prejudice to the generality of the foregoing, causes beyond Signs Express' reasonable control shall include (but not be limited to) the following:

9.9.1 act of God, storm, explosion, flood, tempest, fire or accident;

9.9.2 war (or threat of war), riot, civil commotion or malicious damage;

9.9.3 compliance with any law or governmental order, rule, regulation or direction;

9.9.4 import or export regulations or embargoes;

9.9.5 strike, lock-out or other industrial action or trade dispute (whether involving employees or Signs Express or a third party);

9.9.6 failure of a utility service or transport network;

9.9.7 difficulties in obtaining raw materials labour fuel parts or machinery;

9.9.8 power failure or breakdown of plant or machinery;

9.9.9 default of suppliers or sub-contractors; and

9.9.10 epidemic or pandemic.

9.10 The Customer agrees to indemnify, keep indemnified and hold harmless Signs Express from and against all direct, indirect or consequential loss (all three of which means costs, but are not limited to, loss of profits, loss of business, depletion of goodwill and like loss), costs, expenses, liabilities, injuries, damages, claims, demands, proceedings or legal costs and judgements which Signs Express incurs or suffers as a consequence of direct or indirect breach or negligent performance or failure in performance by the Customer of any of the terms of the Contract, including in particular (but not limited to) the Customer's ongoing obligations under Condition 3.1.

10. Data Protection

10.1 By placing an Order, the Customer allows Signs Express to use the Customer's personal details for the purposes of supplying the Goods and performing the Services. Any personal information that the Customer provides to Signs Express will be dealt with in line with Signs Express' Privacy Policy, which explains what personal information Signs Express collect, how and why Signs Express collect it, how, use and share such information, the Customer's rights in relation to its personal information and how to contact Signs Express and supervisory authorities if the Customer has a query or complaint about the use of its personal information.

11. General

11.1 Notwithstanding

11.1.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and shall be: a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or such other address may be at the relevant time have been notified pursuant to this provision giving the notice; or b) sent by post to the following addresses (or an address substituted in writing by the party to be served): Signs Express, Sales@signs-express.co.uk and the email address that was used to issue/send the Quotation. Customer; to the email address where the Quote was sent.

11.1.2 Any notice shall be deemed to have been received: a) if delivered by hand, at the time the notice is left at the proper address; or b) if sent by first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

11.1.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.2 Signs Express may transfer, assign, hold on trust, licence or sub-contract all or any part of its rights or obligations under any Contract.

11.3 Each and every Contract is personal to the Customer and the Customer may not transfer all or any of its rights or obligations under any Contract.

11.4 Neither party intends that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it, save that Signs Express Limited shall be entitled to enforce any provision of the Contract.

11.5 No waiver by Signs Express of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any provision.

11.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

11.7 Any dispute arising under and/or in connection with any Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.