

Nightshift Graphics Ltd Terms & Conditions

This document is regularly updated to take account of changes in legislation.

REVISIONS:

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This document is available as a PDF download from <http://www.nsg-ltd.com/policy-terms-nsg.html>. If a large print version is required please email info@nsg-ltd.com)

SECTIONS

Separate sections are included within this document: "Terms & Conditions (1) - Hosting and Domain Name Registration Services, Terms & Conditions (2) Acceptable Use Policy (AUP), Terms & Conditions (3) Copywriting, Terms & Conditions (4) Printing, Terms & Conditions (5) Privacy Policy and Use of Cookies & Acceptance" are included in this document.

DEFINITIONS

Where the context admits: "We" & "Us" includes NSG-Ltd, PO Box 256, King's Lynn, Norfolk, PE34 4XE (registered address - Nightshift Graphics Ltd, Nelson House, 113 Haygreen Road South, Terrington St Clement, King's Lynn, Norfolk PE34 4PU) or any party acting on NSG-Ltd's implicit instructions. "You" includes the person purchasing the Services or any party acting on your instructions. "Services" include but are not limited to web design, other graphic design work, photography, illustration and printing. Hosting and domain name services are covered by a separate section entitled "Terms & Conditions (1) - Hosting and Domain Name Registration Services". Some variations to terms and conditions also apply - see also Terms & Conditions (2) Copywriting, Terms & Conditions (3) Printing, Terms & Conditions (4) Privacy Policy and Use of Cookies,

Terms & Conditions (1) - Hosting and Domain Name Registration Services

1. DOMAIN NAME REGISTRATION

- 1.1. We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk.
- 1.2. The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant Registry; you shall ensure that you are aware of those terms and conditions and that you comply with them.
 - 1.2.1. By registering a .uk domain name, you enter into a contract of registration with Nominet UK on the terms and conditions published at <http://www.nominet.org.uk>.
- 1.3. You shall have no right to bring any claim against us in respect of any refusal to register a domain name by the relevant registration authority.
- 1.4. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the Registry to register your desired name.

- 1.5. We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant Registry but will not be obliged to take part in any such dispute.
- 1.6. We shall not release any domain to another provider unless full payment for that domain has been received by us.

2. WEBSITE HOSTING AND EMAIL

- 2.1. We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server.
- 2.2. You represent, undertake and warrant to us that you will use the Website allocated to you only for lawful purposes and to promptly inform us if this clause or any sub clause of this clause has been breached or you become aware that they may have been breached. In particular, you represent, warrant and undertake to us.
 - 2.2.1. you will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.
 - 2.2.2. you will not upload, post, link to or transmit:
 - 2.2.2.1. any material that is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way.
 - 2.2.2.2. any material containing a virus or other hostile computer program.
 - 2.2.2.3. any material that constitutes, or encourages the commission of, a criminal offence or that infringes any patent, trademark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.
 - 2.2.2.4. any material that is forbidden by our acceptable use policy, which is published at <http://www.NSG-Ltd.net/hosting.php>.
 - 2.2.3. you will not send bulk email whether opt-in or otherwise from our network, nor will you promote a site hosted on our network using bulk email.
 - 2.2.4. you will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory.
 - 2.2.5. any file you store on the Server will be reachable via a hyperlink from a page on your site.
- 2.3. We reserve the right to remove any material that we deem inappropriate from your Website without notice to you.
- 2.4. You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including but not limited to loss, theft or unauthorised disclosure of your password or other security information.
- 2.5. You shall observe the procedures that we may from time to time prescribe and shall make no use of the Server that is detrimental to our other customers.
- 2.6. You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.
- 2.7. In the case of an individual User, you warrant that you are at least 18 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 18 years.
- 2.8. Any access to other networks connected to services provided by NSG-Ltd must comply with the rules appropriate for those other networks.
- 2.9. While we will use every reasonable endeavour to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email.
- 2.10. No more than one login session under any one account may be used at any time by you. If you have multiple accounts, you are limited to one login session per system account at any time.

3. SERVICE AVAILABILITY

- 3.1. We shall use our reasonable endeavours to make available to you at all times the Server and the Services but we shall not, in any event, be liable for interruptions of Service or down-time of the Server.

4. PAYMENT

- 4.1. All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our Website, errors and omissions excepted and shall be due and payable in advance of provision of the Services.
- 4.2. We reserve the right to change pricing at any time although all pricing is guaranteed for the period of pre payment.
- 4.3. Payment is due each anniversary year following the date the Services were established until closure notice is given in accordance with 5.4.
- 4.4. All payments must be in UK Pounds Sterling.
- 4.5. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.
- 4.6. Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled but not obliged forthwith to suspend the provision of Services to you.

5. TERMINATION AND REFUNDS

- 5.1. We shall be entitled to suspend the Services and/or terminate this Agreement forthwith without notice to you, if you:
 - 5.1.1. fail to pay any sums due to us as they fall due.
 - 5.1.2. break any of these terms and conditions.
 - 5.1.3. are a company and you go into liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors.
- 5.2. No refunds will be made under any circumstances for Services suspended in accordance with 5.1.
- 5.3. We reserve the right to suspend the Services and/or terminate this Agreement at any time. In the event of this, and provided paragraph 5.1 does not apply, You will be entitled to a pro rata refund based upon the remaining period of prepayment.
- 5.4. You may cancel the Services at any time. To do so you must request cancellation of the Services in writing including your account username and password. We will cancel the Services within 2 working days of receipt of your request.
- 5.5. During the first 7 days of Services, You are entitled to a refund of the basic hosting plan fee should You decide to cancel the Services. No full refunds or pro rata refunds will be made after the first 7 days of service should You decide to cancel the Services.
 - 5.5.1. Domain name registration fees, charges for additional data transfer and charges for optional extras added to your account are not refundable under any circumstances.
 - 5.5.2. You will not be entitled to a refund on this basis if you have previously held an account with NSG-Ltd.
- 5.6. On termination of this Agreement or suspension of the Services we shall be entitled immediately to stop access to your Website and to remove all data located on the Server.
- 5.7. Should you wish to reinstate the Services following suspension, we reserve the right to charge a reinstatement fee.

6. INDEMNITY

- 6.1. You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to You and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of any of the terms of this Agreement.

7. LIMITATION OF LIABILITY

- 7.1. All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded to the extent applicable under UK law, subject always to sub clause 7.2.

- 7.2. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.
- 7.3. Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services that are the subject of any such claim.
- 7.4. In any event no claim shall be brought unless you have notified us of the claim within one month of it arising.
- 7.5. In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

8. NOTICES

- 8.1. Any notice to be given by either party to the other may be sent by email, fax or recorded delivery to the address of the other party as appearing in this Agreement or ancillary application forms, or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall, unless the contrary is proved, be deemed to be received on the day it was sent, or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

9. NON-WAIVER

- 9.1 Any forbearance or failure by us to enforce a contractual provision to which you are subject shall not affect our right to require such performance at any subsequent time, nor shall the waiver or forbearance by us of any breach of any provisions of the agreement herein be taken to be or held to be a waiver of the provision or provisions itself of themselves.

10. LAW

- 10.1. This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the exclusive jurisdiction of the English courts.

11. HEADINGS

- 11.1. Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

12. ENTIRE AGREEMENT

- 12.1. These Terms and Conditions, together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these Terms and Conditions. In agreeing to these Terms and Conditions, you confirm that you have not relied on any representation other than those expressly stated in these Terms and Conditions and you agree that you shall have no remedy in respect of any misrepresentation that has not been made expressly in this Agreement.

Terms & Conditions (2) Acceptable Use Policy (AUP)

The Internet is a powerful information and entertainment tool, we would expect our customers to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users.

Our acceptable use policy is actively and strictly enforced. Offending content or users are removed from our network, usually as soon as they are discovered, although we will always inform you when and why any action has been taken.

Common sense is the best guide as to what is considered acceptable use, however the following are unacceptable uses.

ILLEGALITY

In any form, including but not limited to the unauthorised distribution or copying of copyrighted software or other data, harassment, fraud, or trafficking in obscene material.

UNDESIRABLE CONTENT

Certain types of content are not permitted on our network. We do not host adult content of any description. Content relating to Hacking, Cracking, Warez and IRC is not allowed. Software downloads may only be hosted if you are the writer and copyright owner of the software, all other software including freeware, shareware and trial software is forbidden. Audio and video downloads may only be hosted if you are the creator and copyright owner of the work.

BULK EMAIL

The use of our network to send bulk email whether opt-in or otherwise, and the use of bulk email to promote a site on our network is strictly forbidden.

MISUSE OF RESOURCES

Including but not limited to employing applications which consume excessive CPU time, memory or storage space. Chat/IRC, web proxy and mailing list scripts are not allowed on our network under any circumstances. Streaming media can be a drain on web server resources and as such is not allowed. CGI based message forums which use flat file databases are often found to use excessive system resources, to avoid disappointment please use a PHP/ASP message forum. The use of web cam applications which maintain a constant FTP connection uploading an image at regular intervals is forbidden.

If you are unsure about content you intend to place on our network, please check with us before you do. We reserve the right to determine what constitutes acceptable use.

Terms & Conditions (3) Copywriting

In this Agreement, "NSG-Ltd" shall be Nightshift Graphics Ltd trading as NSG-Ltd, and the "Client" or "you" shall be any person, company or entity who enters into a contract with NSG-Ltd. NSG-Ltd's estimate and any subsequent contract entered into will be subject exclusively to the Terms and Conditions set out below.

1) BASIS OF TERMS AND CONDITIONS

By contracting with NSG-Ltd to write for you, you acknowledge that you have been offered the opportunity to read these Terms and Conditions and agree to be bound by the version of these Terms and Conditions as displayed on <http://www.nsg-ltd.com/policy-terms-nsg.html> at the time of contracting. When you contract with NSG-Ltd to write for you, you acknowledge that as the basis for the contract between you and NSG-Ltd, these Terms and Conditions take

precedent over any other terms and conditions, express or implied, and regardless of whether it is your general practice to conduct similar engagements under your own Terms and Conditions.

2) CONFIRMING OUR CONTRACT AND STARTING THE JOB

A job is confirmed when NSG-Ltd receives an e-mail from you stating clearly that you are commissioning the work. If you are contracting with NSG-Ltd on behalf of any group of individuals other than yourself alone, or on behalf of a company, you warrant that you are authorised to enter into a contract on behalf of that group of individuals or company.

3) PROCESS & TIMESCALE

NSG-Ltd will produce an estimate of charges to deliver copy based on the information supplied by you. NSG-Ltd reserves the right to amend this fee if the job takes longer than anticipated, or if your requirements change. NSG-Ltd will produce a first draft in the timescale agreed and will expect your comments on the first draft within two weeks (14 days) of you receiving the first draft from NSG-Ltd. NSG-Ltd shall not be liable in the event that failure to meet an agreed deadline is due to any delay by you. NSG-Ltd will write up to three (3) drafts in total within the initial estimate of charges. Where there are outstanding charges due, if NSG-Ltd has not received a response within fourteen (14) days following submission of copy (whether the first draft of any subsequent amendments) NSG-Ltd shall submit an invoice for the remaining balance payable in accordance with paragraph 4 below. Subsequent amendments after either a) the third or final draft is delivered; or b) sixty days from the date of the first draft delivery has passed, whichever is the sooner, will be charged to you at £50 per hour.

4) PAYMENT TERMS

Where the estimate of charges is five hundred pounds (£500) or less, NSG-Ltd will require payment of the amount in full prior to commencing work. Where the estimate of charges exceeds five hundred pounds (£500), NSG-Ltd will require payment of 50% of the estimate of charges prior to commencing work. Except as provided in paragraph 3 above, NSG-Ltd will invoice for the balance of the charges on or after the date on which NSG-Ltd completes work on the project and payment will fall due within 30 days of the date of invoice. In the event that NSG-Ltd is required to travel in the course of his dealings with you, NSG-Ltd reserves the right to charge for any related expenses. In each case, payment may be made by cheque (made payable to NSG-Ltd) or by automated credit transfer (BACS) unless otherwise agreed. (Note: Address and BACS details will be stated on your invoice. Proof of postage of cheques is not considered proof of receipt.) You have no right to withhold or reduce payment based on your critical response to, or appraisal of, the copy we write for you, and you acknowledge our right to pursue payment in full should you elect for any reason to do this. NSG-Ltd understands and may exercise his statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998, if payment is not made according to agreed credit terms. If payment is not made within the terms set out above, the NSG-Ltd may rescind this Agreement and recover damages, or, at the NSG-Ltd's option, exercise his statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998.

5) REJECTION

Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of NSG-Ltd's style, composition, editing or interpretation of your needs, amendments or circumstances. You commission the NSG-Ltd based on his style and previous work examples. If NSG-Ltd is commissioned by you to write a first draft and thereafter you decide not to continue using NSG-Ltd for further draft stages or decide at any stage that you will finish the work yourself or use another agency, NSG-Ltd reserves the right to charge the Client the full cost (100%) of his estimate and payment terms noted in paragraph 4 will apply.

6) PASSING OVER OF YOUR OWN COPY DRAFT

As part of the brief for your project, if you ask NSG-Ltd to view a copy draft which you have written yourself, or which has been written for you by somebody else on sending NSG-Ltd such draft copy, you affirm that you are the copyright holder, or that you are authorised by the copyright holder to permit all or part of this material to form a part of the new copyright work which NSG-Ltd will create for you. In such a case you indemnify NSG-Ltd against any claim arising from subsequent suggestion that the new work in any way breaches any existing copyright. In any situation where you ask NSG-Ltd to view an existing copy draft as part of the briefing, you acknowledge that the draft which NSG-Ltd will write for you may bear similarities in all or part to the draft, but that in such a case the draft NSG-Ltd writes for you will be considered as an original work under the terms of the contract between NSG-Ltd and you, without regard for the existence of the original draft.

7) REFERENCING OTHER PEOPLE'S CONTENT

If you send NSG-Ltd research or sample copy taken from someone else's printed collateral or site as an indication of what you want, NSG-Ltd will make every effort to ensure that the draft that NSG-Ltd prepares for you in no way breaches the copyright of the content owner. However, you indemnify NSG-Ltd against any action arising, directly or indirectly, as a result of use of this content as reference material.

8) RIGHT TO USE COPY

When you commission NSG-Ltd to write copy for you, you are purchasing the copyright in the work NSG-Ltd writes for you, and this is assigned to you on receipt by the NSG-Ltd of full and final payment of all fees due. NSG-Ltd reserves the right to use extracts of the copy in the promotion of NSG-Ltd.

9) ERRORS AND LITERALS

Whilst NSG-Ltd shall make every effort to ensure that copy is free of spelling mistakes and other literals, early drafts may sometimes contain such errors. NSG-Ltd's practice is to ensure that these are removed before a final draft is submitted to you. However, the responsibility for checking for spelling mistakes and literals is yours, and you absolve NSG-Ltd of responsibility for any costs incurred as a result of the appearance of such errors in the final published form of any collateral in which you use the copy concerned, whether or not these errors appeared in any draft of the copy supplied by me.

10) COPY SAMPLES ON THIS SITE

You acknowledge that all sample copy displayed on this site is the copyright of the NSG-Ltd and is displayed for your information only. You may not copy or adapt any item, in whole or part, for any use whatsoever, save in a presentation whose purpose is to demonstrate to a client or colleague the nature of NSG-Ltd's work, with a view to gaining approval to commission NSG-Ltd.

11) APPLICABLE LAW

The agreement and these terms and conditions shall be governed by the laws of England and Wales and both parties submit to the exclusive jurisdiction of the courts of England and Wales.

12) VARIATION

These terms and conditions shall not be varied except by mutual consent between the NSG-Ltd and you, in writing.

Terms & Conditions (4) Printing

1. INTRODUCTION

- 1.1. This document (together with any documents referred to in it) tells you the terms and conditions upon which we sell and supply the goods and services (the 'Products').
- 1.2. Before confirming your order please:
 - 1.2.1. Read through these terms and conditions (the 'Conditions') and in particular our cancellations and returns policy at clause 12 and limitation of our liability and your indemnity at clause 17.
 - 1.2.2. Print a copy for future reference.
 - 1.2.3. Read our privacy policy regarding your personal information.
- 1.3. By ordering any of the Products listed on this Website, you agree to be legally bound by these Conditions. These terms and conditions may be modified or amended and posted on this Website from time to time.
- 1.4. We reserve the right to revise and amend the Website, our disclaimers and the Conditions at any time without notice to you. Your continued use of the Website (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions.

2. ABOUT US

- 2.1. The Website <http://www.nsg-ltd.com> is owned and operated by NSG-Ltd ('we'/'us'/'our'), a limited company (trading as NSG-Ltd), registered in England and Wales under company number: 07061705 having our registered office at Nightshift Graphics Ltd, Nelson House, 113 Haygreen Road South, Terrington St Clement, King's Lynn, Norfolk PE34 4PU. Our VAT Number is: 770 5579 05. Our business address is PO Box 256, King's Lynn, Norfolk PE34 4XE.

3. COMMUNICATIONS

- 3.1. You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.
- 3.2. We will contact you by email or provide you with information by posting notices on our Website.

4. OVERSEAS ORDERS

- 4.1. Our Website is only intended for use by customers resident in England, Wales, Scotland and Northern Ireland (the United Kingdom).
- 4.2. We will not accept orders for goods from individuals located outside the United Kingdom. We may agree to provide our services if you are resident in the European Economic Area (EEA), subject to reserving a right to amend the specifications or standards of the services offered on the Website and/or these Conditions or to refuse to accept an order for our services from you, if it will put an excessive strain on our business or if we have an objective reason for doing so. If we accept your order, you will be liable to pay for all and any additional costs that we incur in order to facilitate your order. You will have an opportunity to cancel your order in case the additional costs are not acceptable.
- 4.3. If we agree to supply any services ordered from the Website for delivery outside the United Kingdom they may be subject to import duties and/or additional taxes or expenses incurred due to complying with foreign regulatory requirements or laws. You will be responsible for payment of any such duties and/or taxes in addition to our price including VAT and the cost of delivery (in the case of goods). Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office or taxation authority for further information before placing your order.
- 4.4. Please note that when shipping products internationally, you should be aware that cross-border shipments are subject to opening and inspection by customs authorities.
- 4.5. You must comply with all applicable laws and regulations of the country for which the services are destined. We will not be liable for any breach by you of any such laws.

5. REGISTRATION

- 5.1. When registering on the Website you must choose a username and password. You are responsible for all actions taken under your chosen username and password. You will also need to provide us your registered company number. This is to enable us to establish that you are a trading business (our service is reserved for professionals and not consumers) additionally it will enable us to establish if you work within the Graphic Arts industry (our service is reserved exclusively for this segment).
- 5.2. By registering on the Website you undertake:
 - 5.2.1. That all the details you provide to us for the purpose of registering on the Website and purchasing the Products are true, accurate, current and complete in all respects
 - 5.2.2. To notify us immediately of any changes to the information provided on registration or to your personal information
 - 5.2.3. That you are over 18 or if under 18 you have a parent or guardian's permission to register with and purchase the Products from this Website in conjunction with and under their supervision
 - 5.2.4. To only use the Website using your own username and password
 - 5.2.5. To make every effort to keep your password safe
 - 5.2.6. Not to disclose your password to anyone
 - 5.2.7. To change your password immediately upon discovering that it has been compromised
 - 5.2.8. To neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them
- 5.3. You authorise us to transmit your name, address and other personal information supplied by you (including updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity.
- 5.4. We reserve the right to terminate an agreement formed with you pursuant to clause 9 below and to suspend or terminate your access to the Website immediately and without notice to you if:
 - 5.4.1. You fail to make any payment to us when due
 - 5.4.2. You breach these Conditions (repeatedly or otherwise)
 - 5.4.3. You are impersonating any other person or entity
 - 5.4.4. When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity
 - 5.4.5. We suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website

6. ELIGIBILITY TO PURCHASE FROM THE WEBSITE

- 6.1. To be eligible to purchase the Products on this Website and lawfully enter into and form contracts with us, you must:
 - 6.1.1. Be 18 years of age or over
 - 6.1.2. Be legally capable of entering into a binding contract
 - 6.1.3. Provide full details of an address in the United Kingdom for delivery of goods and, if purchasing services, an address in the United Kingdom or the European Economic Area (if you reside in the EEA)

7. PRICE

- 7.1. The prices of the Products are quoted on the Website.
- 7.2. Prices quoted are for delivery (in the case of goods) and for performance (in the case of services) in the United Kingdom unless otherwise specified.
- 7.3. Unless otherwise stated, the prices quoted include delivery costs (in the case of goods), and VAT.
- 7.4. We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Products to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before delivery of the goods and/or we have commenced providing the services.

8. PAYMENT

- 8.1. Payment can be made by a variety of ways...
Paypal (there's a link on your statement/Invoice). Credit card (over the phone). Judo, iZettle or Pingit (Barclays mobile) or BACS - our account details are: Santander, Acc No: 61731983, Sort code: 09 01 54. If you need further help just call 01553 829911.
- 8.2. Payment can also be made by direct bank transfer and production will commence once we have cleared funds.
- 8.3. The final payment option is by cheque. In this instance manufacturing will only commence once we have received the payment.
- 8.4. By placing an order, you consent to payment being charged to your prepay/debit/credit card account or electronic payment account as provided on the order form.
- 8.5. Payment will be debited and cleared from your account before the dispatch of the goods or provision of the service to you.
- 8.6. When you pay for your order by card, we carry out certain checks which include obtaining authorisation from your card issuer to ensure you have adequate funds and for security reasons. This may involve validating your name, address and other personal information supplied by you during the order process against appropriate third party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.
- 8.7. By accepting these Conditions you:
 - 8.7.1. Undertake that all the details you provide to us for the purpose of purchasing the Products are correct and that the purchasing method you are using is your own and that there are sufficient funds to cover the cost of the Products ordered
 - 8.7.2. Authorise us to transmit the payment and delivery information provided by you during the order process (including any updated information) for the purpose of obtaining authorisation from your card issuer to ensure you have adequate funds, to authenticate your identity, to validate your payment card and for other security reasons, such as fraud prevention

9. ORDER PROCESS AND FORMATION OF A CONTRACT

- 9.1. Any order placed by you constitutes an offer to purchase the Products from us. All such offers received from you are subject to acceptance by us and we reserve the right to refuse any order placed by you at any time prior to acceptance, without providing an explanation.
- 9.2. You shall be responsible for ensuring the accuracy of the details provided by you during the order process and we will not accept an order unless all details requested from you have been presented correctly.
- 9.3. We will send a confirmation that we have received your order automatically by email. Orders received after 18:00 hours will be deemed as having been received the following working day
- 9.4. You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Products ordered by you from the Website.
- 9.5. You will be subject to the version of our policies and Conditions in force at the time that you order the Products from us, unless:
 - 9.5.1. Any change to those policies or these Conditions is required to be made by law or governmental authority

10. DELIVERY

- 10.1. The Products will be delivered to you at the address you provided during the order process which may be an address other than the billing address, but please note that extra documentation may be needed to comply with such orders. We may where appropriate and at our option, deliver all or part of the services, to the email address you supplied on registration or such other email address that we agree to use to communicate with you.
- 10.2. We employ professional carriers. Nevertheless, you must examine the goods on arrival. If you are asked for your signature on delivery, you must examine the goods before signing for it.
- 10.3. All goods must be signed for by an adult aged 18 years or over on delivery.
- 10.4. Any dates quoted for delivering the goods and/or completing performance of the service are approximate only. If no date is specified then it will take place within 30 days or a reasonable time of the date of the confirmation email, unless there are exceptional circumstances.

- 10.5. We shall not be liable for any delay in delivering the goods and/or completing performance of the service, however caused.
- 10.6. The Products may be sent to you in instalments.
- 10.7. For Christmas deliveries, we recommend that you check our Website for the last date of delivery. We will endeavour to dispatch all goods that are in stock within 24 hours. However, we cannot guarantee delivery by 24th December.

11. RISK AND TITLE

- 11.1. The goods will be at your risk from the time of delivery.
- 11.2. Ownership of the goods will only pass to you when we receive full payment of all sums due in respect of them including VAT and the cost of delivery (in the case of goods).

12. CANCELLING YOUR CONTRACT AND RETURNS

12.1. Cancelling before receiving a Confirmation Notice

- 12.1.1. You may cancel your order for the Products at any time prior to receiving a Confirmation Notice from us so long as you contact us in writing. You can send us a cancellation notice by sending an email to sales@nsg-ltd.co.uk or a letter to Nightshift Graphics Ltd, Nelson House, 113 Haygreen Road South, Terrington St Clement, King's Lynn, Norfolk PE34 4PU. Your cancellation notice must quote your name, address, the name or a description of the Products and your order reference number. Orders can also be cancelled on line in the Tracking tab under "Cancel and Order" when you are logged into your account.

12.2. Cancellation after receiving a Confirmation Notice Goods

- 12.2.1. You are entitled to cancel your Contract at any time prior to receiving the goods so long as you provide us with written notice or, if you have received the goods, so long as you provide us with written notice at anytime within 7 working days starting from the day after you received the goods. You can send your cancellation notice by email to sales@nsg-ltd.co.uk or a letter to Nightshift Graphics Ltd, Nelson House, 113 Haygreen Road South, Terrington St Clement, King's Lynn, Norfolk PE34 4PU. Your cancellation notice must quote your name, address, the name or a description of the goods and your order reference number.

- 12.2.2. Upon receiving your cancellation notice, we will contact you and provide details of where you must return the goods and other relevant instructions. You must then immediately return the goods to us at your own cost and risk. We reserve the right, at our option, to collect the goods from you. If we wish to collect the goods we will notify you of when they will be collected by us. We will charge you for the cost of collecting the goods and will deduct this from any sum owed by us to you.

- 12.2.3. The goods must be returned to us in the same condition in which you received them until such time as the goods are either collected by us or delivered back to us by you. You must return the goods with its original packaging and the original invoice. You have a legal obligation to take reasonable care of the goods whilst they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

- 12.2.4. You are entitled to cancel your Contract and obtain a refund within 7 working days from the date of the Confirmation Notice. This also applies, where appropriate and subject to clause 12.3, to items that are available to be downloaded. However, you will no longer have a right to cancel if, with your agreement, we have already commenced providing the services to you before this period of time expires. We shall be deemed to have already commenced providing the services, in circumstances where you have already downloaded products or materials that we made available to you, from the Website.

- 12.2.5. You may notify us of your wish to cancel by sending us a cancellation notice to sales@nsg-ltd.co.uk or a letter to Nightshift Graphics Ltd, Nelson House, 113 Haygreen Road South, Terrington St Clement, King's Lynn, Norfolk PE34 4PU. Your cancellation notice must quote your name, address, the name or a description of the Products and your order reference number.

- 12.2.6. Upon receiving your cancellation notice, we will contact you providing any necessary instructions which you will be required to follow.

- 12.2.7. So long as you have complied with your obligations under this clause, we will refund the purchase price but not the cost of delivery (if any) to you by making a BACS payment back into your account.

12.3. Exception to the right to cancel

You will not have a right to cancel an order for goods and services purchased from us, in the following situations:

12.3.1. If you expressly agree to us beginning to provide any services before the end of the cancellation period.

12.3.2. The Contract is for goods which are bespoke or have been personalised.

12.3.3. The Contract is for goods and/or services the price of which is dependent on fluctuations in the financial market which cannot be controlled by us

12.3.4. The Contract is for the sale of goods and services by auction

12.3.5. The Contract is for the supply of:

12.3.5.1. Audio or video recordings and computer software if unsealed by you

12.3.5.2. Audio or video recordings and software and other items that you have successfully downloaded where a free trial or demonstration was available to you to view or download

12.3.5.3. Newspapers, magazines and other periodicals

12.4. Damaged, faulty or wrongly delivered goods

12.4.1. We will offer you a refund of the full purchase price, including the cost of delivery for sending the goods to you, provided that within 3 working days of receiving the goods you return the goods to us and the conditions set out in paragraph 12.5.2. are met. We must also be reasonably satisfied that:

12.4.1.1. the goods have not suffered damage after delivery;

12.4.1.2. the goods have not been misused or used other than in accordance with the instructions; and

12.4.1.3. the problem is not due to normal wear and tear.

12.4.2. In addition to the requirements of paragraph 12.5.1, the goods in terms of which you are claiming a refund must have:

12.4.2.1. been damaged on delivery;

12.4.2.2. been delivered in a faulty condition;

12.4.2.3. have been delivered to you in error.

12.4.3. Alternatively, at your option, instead of a refund (and subject to returning the goods as required under this clause) we will replace the goods with the same or a similar product.

12.4.4. Sometimes the product specifications from the manufacturer may change, in which case, if you request a replacement, we will do our best to offer you a substitute of the same or better quality at the same price. If you are not happy with the replacement, you can return the goods to us.

12.4.5. In order to claim a refund or replacement item please send us a cancellation notice as soon as you become aware of a problem and no later than 3 working days after receipt or the fault developing by email to sales@nsg-ltd.co.uk or a letter to Nightshift Graphics Ltd, Nelson House, 113 Haygreen Road South, Terrington St Clement, King's Lynn, Norfolk PE34 4PU. Your cancellation notice must quote your name, address, the name or a description of the goods, a brief description of the problem, fault or damage and your order reference number.

12.4.6. Upon receiving your cancellation notice, we will contact you and provide details of where you must return the goods and other relevant instructions. You must then immediately return the goods to us. We reserve the right, at our option, to collect the goods from you. If we wish to collect the goods we will notify you of when they will be collected by us.

12.5. Incorrectly priced or described Products

12.5.1. Whilst we try and ensure that all the information on our Website is accurate, errors may occur. In the unlikely event that the price and/or description of an item listed on the Website has been incorrectly advertised, we will not be under any obligation to sell or provide those Products to you.

12.5.2. If we discover the error before sending you a Confirmation Notice we will at our discretion, either reject your order and notify you of such rejection, or inform you as soon as possible and give you the option of cancelling your order or reconfirming it at the correct price and/or description. If we give you the option of cancelling your order or reconfirming it at the correct price and/or description but either cannot contact you or do not receive your response within 14 days of sending you notification (whether or not you receive it), we will reject your order.

12.5.4. If your order is cancelled or rejected and you have already paid for the Products, you will receive a full refund in accordance with clause 12.7

12.6. Delivery by instalments

12.6.1. The Products may be sent to you in instalments. You may cancel the outstanding part of your order and receive a refund, if you have already paid, of the purchase price of the outstanding Products in accordance with clause 12.7

12.7. Processing refunds Goods

12.7.1. We will examine any returned goods and will notify you about your refund or replacement item via email within a reasonable period of time. We will usually process a refund or delivery of a replacement item as soon as possible and, in any case, within 30 days of the day we confirmed to you via email that you are entitled to it. Refunds will be made by making a BACS payment back into your account.

12.7.2. We reserve the right to refuse to issue a refund or replacement and to recover the cost of returning or collecting the goods in the event that the goods are found to have suffered damage after delivery or have been misused or used other than in accordance with the instructions or if the problem is due to normal wear and tear or if the goods have not been returned with its original packaging. This does not affect your statutory rights.

Services

12.7.3. We will notify you about your refund via email within a reasonable period of time. We will usually process a refund as soon as possible and, in any case, within 30 days of the day we confirmed to you via email that you are entitled to a refund. Refunds will be made by making a BACS payment back into your account.

13. COMPLAINTS

13.1. If you have a comment, concern or complaint about any Products you have purchased from us, please contact us via email at sales@nsg-ltd.co.uk or by post at NSG-Ltd Ltd, PO Box 256, King's Lynn, Norfolk, PE34 4XE, UK.

14. INTELLECTUAL PROPERTY

14.1. The content of the Website is protected by copyright (including design copyrights), trade marks, patent, database and other intellectual property rights and similar proprietary rights which include, (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to NSG-Ltd (trading as NSG-Ltd), moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world) and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.

14.2. You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.

14.3. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

14.4. You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.

14.5. No licence is granted to you in these Conditions to use any of our trade marks or those of our affiliated companies.

14.6. Products sold by us and Website content may be subject to copyright, trade mark or other intellectual property rights in favour of third parties. We acknowledge those rights.

15. WEBSITE USE

15.1. You are permitted to use the Website and the material contained in it only as expressly authorised by us under our terms of use.

16. TECHNICAL LIMITS: DIGITAL FILES; PROOFING

16.1. For any orders placed with us, we presume our customer to be the owner of any necessary copyrights relating to documents, images, logos, fonts, which are protected under the intellectual property laws.

- 16.2. Artworking files supplied to us must be in strict accordance with our Technical Specifications if in doubt contact us at info@nsg-ltd.com.
- 16.3. Our commitment to working exclusively with Design and Print Professionals presumes that you will have the competence to understand and apply the technical requirements.
- 16.4. Our print production is predominantly handled by ganging multiple orders from different customers together onto the same sheet, the customer must accept unreservedly the technical constraints associated with this type of printing:
 - 16.4.1. Trimming tolerances of 1mm
 - 16.4.2. Colour variations
 - 16.4.3. When reprinting jobs even from exactly the same files, we can't guarantee that the colour rendering will be identical to the previous printed item.
- 16.5. We will not be responsible when defects are present on the customers file in relation to trapping, fonts, image conversion, colour calibration etc
- 16.6. The customer must be aware that the representation of colour that they see on screen is not a true and accurate representation of what the final printed product will look like. Additionally desk top printers or copiers will not present an accurate representation of how the final product will look when professionally printed.
- 16.7. We may make modifications to the supplied file where it does not conform to our technical requirements (bleed, pantone colour conversion, RGB image conversion, etc). Similarly we reserve the right to refuse any order that does not conform to our DTP guidance (contact info@nsg-ltd.com).
- 16.8. We will never be liable in the event that our technical requirements aren't adhered to (as outlined in the DTP guidance (contact info@nsg-ltd.com)).
- 16.9. We recommend that to mitigate against these risks our clients request a digital proof. This will give a fair representation of how the final product will look in advance of full production and will highlight any of the potential issues raised above. You may be charged for this option.
- 16.10. We will not undertake authors corrections on any supplied files and so in the instance where this is required we will ask the customer to make the amendments themselves and then re-supply the files to us for production.

17. LIABILITY AND INDEMNITY

- 17.1. Notwithstanding any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:
 - 17.1.1. Death or personal injury resulting from our negligence
 - 17.1.2. Fraud or fraudulent misrepresentation
 - 17.1.3. Action pursuant to section 2(3) of the Consumer Protection Act 1987
 - 17.1.4. Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability
- 17.2. The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.
- 17.3. We will not be liable if the Website is unavailable at any time.
- 17.4. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.
- 17.5. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage resulting from action taken in reliance on material or information contained on the Website.
- 17.6. We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result

of your use of the Website or you downloading any material posted or sold on the Website or from any website linked to it.

- 17.7. We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.
- 17.8. We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent misrepresentations) or otherwise for:
- 17.8.1. any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any other consequential loss); or
 - 17.8.2. any loss of goodwill or reputation; or
 - 17.8.3. any special or indirect losses; or
 - 17.8.4. any loss of data; or
 - 17.8.5. wasted management or office time; or
 - 17.8.6. any other loss or damage of any kind suffered or incurred arising out of or in connection with the provision of any matter under these Conditions and/or the Contract and/or the use of this Website or any aspect related to your purchase of the Products even if such losses are foreseeable or result from a deliberate breach of these Conditions by us that would entitle you to terminate the Contract between us or as a result of any action we have taken in response to your breach of these Conditions. Without prejudice to the terms of this clause and in the event that we are unable to rely upon it, our liability for all and any losses you suffer as a result of us breaking the Contract, whether or not deliberate, including those listed in clauses 17.8.1 to 17.8.6, is strictly limited to the purchase price of the Products you purchased.
- 17.9. You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information with your authority.
- 17.10. This clause does not affect your statutory rights as a consumer, nor does it affect your contractual cancellation rights.

18. REVIEWS

- 18.1. You acknowledge that any review, feedback or rating which you leave may be published by us on the Website and you agree that it may be displayed for as long as we consider appropriate and that the content may be syndicated to our other websites, publications or marketing materials.
- 18.2. You undertake that any review, feedback or rating that you write shall:
- 18.2.1. Comply with applicable law in the UK and the law in any country from which they are posted
 - 18.2.2. Be factually accurate
 - 18.2.3. Contain genuinely held opinions (where applicable)
 - 18.2.4. Not contain any material which is either defamatory, threatening, obscene, abusive, offensive, hateful, inflammatory or is likely to harass, upset, annoy, alarm, embarrass or invade the privacy of, any person or be deceiving
 - 18.2.5. Not promote or advocate an unlawful act or activity, discrimination, sexually explicit material or violence
 - 18.2.6. Not infringe any trademark, copyright (including design rights), database right, or other intellectual property rights of any other person or breach of any legal duty you owe to a third party
 - 18.2.7. Not be used to impersonate any person, or to misrepresent your identity
- 18.3. You agree to indemnify and hold us harmless against any claim or action brought by third parties, arising out of or in connection with any review, feedback or rating posted by you on the Website, including, without limitation, the violation of their privacy, defamatory statements or infringement of intellectual property rights.
- 18.4. You grant us and our affiliate companies a non-exclusive, royalty-free worldwide license to use or edit any reviews posted by you.
- 18.5. We reserve the right to publish, edit or remove any reviews without notifying you.

19. FORCE MAJEURE

- 19.1. We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control ('Force Majeure'), which, without limitation, include:
- 19.1.1. Strikes, lock-outs or other industrial action
 - 19.1.2. Shortages of labour, fuel, power, raw materials
 - 19.1.3. Late, defective performance or non-performance by suppliers
 - 19.1.4. Private or public telecommunication, computer network failures or breakdown of equipment
 - 19.1.5. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - 19.1.6. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions.
 - 19.1.7. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - 19.1.8. Acts, decrees, legislation, regulations or restrictions of any government
 - 19.1.9. Other causes, beyond our reasonable control
- 19.2. Our performance will be deemed to be suspended for the period that the event of Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.
- 19.3. Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 30 days from the date of notice to you of the event of Force Majeure, either you or us may, by written notice to the other, terminate the Contract with immediate effect upon service.

20. PRIVACY POLICY (SEE ALSO TERMS & CONDITIONS (4) PRIVACY POLICY AND USE OF COOKIES)

- 20.1. In order to monitor and improve customer service, we sometimes record telephone calls.
- 20.2. We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998 (as amended).
- 20.3. You can find full details of our Privacy Policy on the Website.

21. THIRD PARTY RIGHTS

- 21.1. Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

22. EXTERNAL LINKS

- 22.1. To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:
- 22.1.1. The privacy practices of such websites
 - 22.1.2. The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources
 - 22.1.3. The use which others make of these websites; or
 - 22.1.4. Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources

23. LINKING TO THE WEBSITE

- 23.1. You must not create a link to the Website from another website, document or any other source without first obtaining our prior written consent.
- 23.2. Any agreed link must be:
- 23.2.1. To the Website's homepage
 - 23.2.2. Established from a website or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which they are hosted
 - 23.2.3. Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it
 - 23.2.4. Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists
- 23.3. We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.
- 23.4. We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

24. NOTICES

- 24.1. All notices given by you to us must be given to us at Nightshift Graphics Ltd, Nelson House, 113 Haygreen Road South, Terrington St Clement, King's Lynn, Norfolk PE34 4PU or by using sales@nsg-ltd.co.uk. We may give notice as described in clause 3
- 24.2. Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

25. ENTIRE AGREEMENT

- 25.1. The Contract represents the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 25.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.
- 25.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

26. GENERAL

- 26.1. We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.
- 26.2. All prices and descriptions supersede all previous publications. All product descriptions are approximate.
- 26.3. Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.
- 26.4. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 26.5. All Contracts are concluded and available in English only.
- 26.6. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

26.7. A waiver by us of any default shall not constitute a waiver of any subsequent default.

26.8. No waiver by us of any of these Conditions or of any other term of a Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 3

26.9. Any Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

27. GOVERNING LAW AND JURISDICTION

27.1. The Website is controlled and operated in the United Kingdom.

27.2. Every purchase you make shall be deemed performed in England and Wales.

27.3. The Conditions and any Contract brought into being as a result of usage of this Website will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Terms & Conditions (5) Privacy Policy and Use of Cookies

Any information you supply to NSG-Ltd Ltd by any method - email, online enquiry form, mail, fax or verbal - will be used only for the purpose intended. We will not pass on your details to any third party.

COOKIES (DATA PLACED ON YOUR COMPUTER VIA YOUR BROWSER)

NSG-Ltd does not use 'cookies'. Therefore, contact you make with us via our online forms will not result in any data being transmitted to your computer other than any reply we may send to you by email relating directly to your enquiry.

We do use the Google Analytics service to gain an insight into the way our website is viewed. This provides us with aggregate information such as the time visitors spend on a page and the geographic location of the visitor's computer by country and town. We are not provided with any specific data about individual visitors such as name, address, email address or telephone number.

You will find further information about the way Google Analytics uses cookies here: www.google.com/analytics/learn/privacy.html

DIRECT MAIL / EMAIL MARKETING

We will not contact you with marketing information except that relating directly to the enquiry you have made.

Acceptance

1. ACCEPTANCE

Your order of services from NSG-Ltd indicates your agreement to and acceptance of these Terms and Conditions.

2. CHARGES

Charges for services to be provided by us are defined in the project quotation. All services require an advance payment of a minimum of forty percent of the quotation total. Depending upon the terms laid out in the quotation, the remaining sixty percent of the quotation total will either be due upon completion of the work or by staged payments. Payment is to be made by Paypal (there's a link on your statement/Invoice). Credit card (over the phone). Judo, iZettle or Pingit (Barclays mobile) or BACS - our account details are: Santander, Acc No: 61731983, Sort code: 09 01 54. If you need further help just call 01553 829911.

2.1 Time Limitation

Unless specifically agreed by us at the time of quotation, You have 6 weeks from your acceptance of the quotation to provide all relevant information and/or material required by the quotation to enable us to complete the project. Processing of information and/or material supplied after this time will be charged at our current hourly rate.

3. CUSTOMER REVIEW AND APPROVAL

NSG-Ltd will provide you with an opportunity to review the appearance and content of the website during the design period and on completion. On completion of the project, the website will be deemed to be accepted and approved unless you notify us otherwise within seven days of the date we advise you that final version of the website is available to you for approval.

4. PAYMENT

We will provide an invoice to cover the full cost of all work and materials supplied. In the case of larger website projects (Ecommerce for instance) a 33% deposit is required to start the process. When the cheque has cleared or the BACS payment has reached our account (website projects). We will proceed with the quoted work. We will provide an invoice to cover the intermediate and the final payments for the website design and any associated services halfway through the project and again upon completion of the work. Invoices are normally sent by email (via 'Clearbooks'). Invoices are due upon receipt. Accounts remaining unpaid thirty days after the invoice date will attract a service charge of 2% of the amount due or £50 per month, whichever is the higher, and additional interest in line with The Late Payment of Commercial Debts Act. If payment is not received within a further seven days, we reserve the right to use the Money Claim online service (<https://www.gov.uk/make-money-claim-online>) to seek payment or judgement.

5. DEFAULT

Accounts unpaid thirty days after the date of invoice will be considered in default. We will, at our discretion, remove any website files from our web server and may replace these with a notice (to be determined by NSG-Ltd). NSG-Ltd will not be held responsible for any loss of data incurred. Removal of such material does not relieve you of the obligation to pay any outstanding charges. Cheques returned by the bank as unpaid for any reason will attract a "returned cheque" charge of £25 and your account will immediately be considered to be in default until full payment is received. Customers with accounts in default agree to pay us reasonable expenses incurred by us in enforcing these Terms and Conditions, including but not limited to legal fees and costs for collection by third-party agencies.

6. TERMINATION

Termination of services by you must be requested in writing and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. You will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty days and the terms laid out in clauses 4 and 5 above will apply.

7. COPYRIGHT

You retain the copyright to data, files and logos provided by you and grant us the right to publish and use such material. You must obtain permission and rights to use any information or files that are copyrighted by a third party. You are further responsible for granting us permission and right to use the same and agree to indemnify and hold us harmless from any and all claims resulting from any negligence on your part or your inability to obtain proper copyright permission. A contract for website design and/or publication shall be regarded as a guarantee by you to

us that all such permissions and authorities have been obtained, regardless of whether or not we have had sight of documents granting such permission and authority. The copyright of any designs prepared by NSG-Ltd remain the property of NSG-Ltd unless otherwise agreed in writing by both parties.

8. PROJECT MATERIAL

Unless otherwise specified in the project quotation, any text copy will be provided by you suitable electronic format suitable for reading with PC Microsoft Office applications/Apple Pages or any other similar document editing software, by email or on CD or DVD and all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in psd, gif, jpeg or tiff format. Although we will make every reasonable attempt to return to you any images or printed material provided, this cannot be guaranteed.

9. DESIGN CREDIT

A link to the NSG-Ltd website <http://www.nsg-ltd.com> and the NSG-Ltd current logo will appear in either small type or by a small graphic at the bottom of each page of your website.

10. ACCESS REQUIREMENTS

If your website is to be installed on a third-party server, we must be granted such temporary read/write access to the site's storage directories as is necessary to enable the website to be installed via FTP.

11. ALTERATIONS AFTER PUBLICATION.

We cannot accept responsibility for any alterations carried out to your website by you or any third party following publication to the site's web space.

12. GENERAL

These Terms and Conditions supersede all previous representations, understandings or agreements. Your signature accepting a quotation, or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions.

13. GOVERNING LAW

This Agreement shall be governed by English Law.