

TERMS AND CONDITIONS

Effective Date: [17.02.2014]

1. Introduction

1.1. This website is owned and operated by CCL Label Limited. Our company information is at the end of this document. The trading name is label.co.uk.

1.2. These terms and conditions apply when you buy any goods via this site or otherwise use this site. Please print or save these terms for future use as we will not keep a file copy specifically for the transaction with you and we cannot guarantee that they will remain accessible on our website in future.

1.3. You are not eligible to buy any goods via this site if you are a consumer (meaning a natural person acting outside his or her trade, business or profession).

1.4. Where you communicate with us on behalf of a company / organisation, you promise that you have authority to act on behalf of that entity.

1.5. We may change these terms and conditions at any time. Please check them carefully as they will apply to any new purchases or use of our site occurring after the effective date shown.

2. Discount codes

2.1. We may offer discount codes from time to time. All discount codes refer to the price excluding delivery charges. Such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered and are not transferrable or redeemable for cash. Unless otherwise stated codes are only available for future new orders placed online, and can only be redeemed once per customer. Also you cannot use more than one discount code per transaction unless we state otherwise; if we do so, the order in which the codes are to be applied is in our sole discretion. We reserve the right to reject any discount code if we consider that it is being used in breach of these terms.

2.2. Discount codes are subject to any additional specific terms and conditions which are specified at the point of issue. We reserve the right to discontinue or otherwise modify any discount codes at any time without prior notice.

3. Display of goods on our website

3.1. We will take reasonable care to ensure that representations and descriptions of goods appearing on our website are correct. We have made every effort to display as accurately as possible the appearance / colour / finish of our goods. However, what you see will depend on your monitor and computer equipment and so you acknowledge and accept that there may be minor differences between the actual goods and the way that they appear on the screen.

4. Payment and price

4.1. The price payable for the goods you order is per the quote generated on our site. VAT or sales tax is included unless we say otherwise. Quotes are valid for 7 days. Any changes requested by you are subject to additional charges.

4.2. If we have mis-priced any item by mistake, we are not obliged to supply the item at that price provided we notify you before we despatch it. If we do notify you, then you can decide if you want to order the item at the correct price but, if you do not, we will provide a full refund of any payments already made.

4.3. Payment is the means stated on our website. If payment is on invoice, the invoice is payable within the period specified on our website or, if none, immediately on receipt. You must make all payments without any set-off, counterclaim or any other deduction. Time shall be of the essence for all payments under this agreement.

4.4. You must contact us immediately with full details if you dispute any payment.

4.5. If any amount due to us is unpaid, or unjustifiably charged back, we may charge you:

- reasonable additional administration fee;
- the amount of any third party charges imposed on us; and/or
- interest (both before and after judgment) on the amount unpaid at the rate for the time being that would be applicable if the debt were a qualifying debt under the Late Payment of Commercial Debts (Interest) Act 1998.

We may also cancel this agreement on written notice (including email).

5. Your order

5.1. Your order made by clicking the "Binding Order Now" button (or equivalent) is an offer to buy from us. A binding legal contract is formed only when we accept your offer as stated below.

5.2. You must ensure that your order and any other data you supply to us is correct and you must promptly update us if there are any changes.

5.3. You must supply data in the format, and in accordance with the instructions, specified on our website. You acknowledge that failure to do so by affect the quality of the goods we supply including as to colour representation.

5.4. It is your responsibility to keep backup copies of any data which you supply to us in connection with your order. We are not responsible for loss or damage to such data.

6. Acceptance / unavailability

6.1. There will be no binding contract of any kind between you and us unless and until we accept your offer by sending you an acceptance email after you have submitted a binding offer (as explained above). Until then we may decline to supply the goods to you without giving any reason. Nothing else that we do or say will amount to acceptance of your offer.

6.2. Notwithstanding acceptance of your offer, we are not obliged to supply any goods which are unavailable. If any goods are unavailable, we will notify you of the unavailability as soon as possible and will arrange for a full refund if you have been charged.

7. Cancellation

7.1. If you select our "proofs" service, you are entitled to cancel your order within 7 days of receipt of the proofs by sending notice by email to (info@label.co.uk). In such case, we will refund any fees already by you paid excluding the fee for proofs.

8. Delivery

8.1. If you select any "48-hour Express Production" or similar offer, you acknowledge that the timescale in such offer relates to the time for production of the goods and not the time for delivery of the goods to you.

8.2. Delivery will be to the address which you specify when ordering. We may deliver different parts of your order on different dates.

8.3. Delivery costs are charged extra at the rate shown on our site when you place your order. These will depend on the delivery method chosen. NB The delivery charges do not include customs or import duties which may be applied to your order by the relevant authorities. It is your separate responsibility to pay for these.

8.4. We will use our reasonable endeavours to arrange delivery within the time specified on our website or, if none, a reasonable period. We have no liability for any losses arising from delay in delivery.

8.5. If you receive notification of an unsuccessful attempted delivery, it is your responsibility to use the details provided to contact the delivery company to arrange re-delivery. If you do not, or if you are not available to receive the attempted re-delivery, then we are entitled to impose reasonable administration / storage charges. If nobody is available to receive the goods, we reserve the right to leave them at the doorstep, hall or reception as available and are not responsible for any consequent loss or damage.

8.6. You acknowledge that we are entitled without liability to deliver a quantity of goods which exceeds the amount of your order.

8.7. You must inspect all goods immediately on receipt and you must notify us in writing of any damage to the goods within three working days of delivery and within ten working days you must give notice in writing in detail of any ground on which you allege that the goods are not in accordance with this agreement. If you fail to give such notice, the goods shall be conclusively presumed to be in all respects in accordance with this agreement and free from any defect which would be apparent on reasonable examination of the goods and you shall be deemed to have accepted the goods accordingly.

9. Risk and ownership

9.1. Risk of damage or loss to the goods passes to you on delivery or if you wrongfully refuse delivery when delivery is attempted. If you arrange collection of the goods, then risk of damage or loss passes to you upon collection.

9.2. You become owner of the goods after the later of delivery of the goods and payment of the price plus delivery charges. Until that happens, you hold the goods on our behalf. You must identify the goods as ours and keep them separate from your other goods.

10. Termination

10.1. We are entitled to terminate this contract immediately on notice by email if you suffer, or threatens to suffer, any form of insolvency, bankruptcy receivership, administrative receivership, administration or if you cease, or threaten to cease, to carry on business.

11. Quality

11.1. We warrant ("the Warranties") that (subject to the other provisions of this agreement) upon delivery, and for a period of twelve months thereafter, the goods will:

- a) be of satisfactory quality; and
- b) be reasonably fit for your purposes for which the goods have been bought and of which we have express knowledge.

11.2. We shall not be liable for a breach of any of the Warranties unless:

- a) you have complied with your inspection obligations set out above;
- b) the defect arises because you failed to follow the instructions as to the storage when you discover or ought to have discovered the defect; and
- c) we are given a reasonable opportunity after receiving the notice of examining such goods and (if we ask you) you send the relevant goods at our expense to the location specified by us to enable the examination to take place.

11.3. We shall not be liable for a breach of any of the Warranties if:

- a) you make any further use of such goods after giving such notice;
- b) the defect arises because you failed to follow the instructions as to the storage, installation, use or maintenance of the goods;
- c) you have not paid the total price for the goods by the due date for payment; or
- d) you alter or repair such goods without our written consent.

11.4. Subject to the foregoing, if any of the goods do not conform with any of the Warranties, we shall at our option repair or replace such goods (or the defective part) or refund to you the price of the goods (or a proportionate part of the price) provided that, if we so request, you return to us at our expense the goods or the part of such goods which are defective.

12. Liability

12.1. Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited.

12.2. You must give us a reasonable opportunity to remedy any matter for which we are liable before you incur any costs remedying the matter yourself.

12.3. In this clause, any reference to us includes our employees and agents.

12.4. Our liability of any kind (including our own negligence) is limited to the price paid for the goods.

12.5. In no event (including our own negligence) will we be liable for any:

- a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
- b) loss of goodwill or reputation;
- c) special, indirect or consequential losses; or
- d) damage to or loss of data (even if we have been advised of the possibility of such losses).

12.6. You will indemnify us against all claims and liabilities directly or indirectly related to your breach of this agreement.

12.7. This agreement constitutes the entire agreement between us with respect to its subject matter and supercedes any previous communications or agreements between us. We both acknowledge that there have been no misrepresentations and that neither of us has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.

12.8. To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.

13. Intellectual property rights

13.1. All trade marks, logos, content (structure and layout), graphics, images, photographs, animation, videos, text and software used on this site are our intellectual property or that of our partners or suppliers. For the purposes of your personal use only, you may view such material on your screen and print a single copy. You may not otherwise use, sublicense, retrieve, display, modify, copy, print, sell, distribute, download, hire, reverse engineer (unless permitted by applicable law) or create extracts of, or derivative works from, such material without our specific prior written consent.

14. Privacy

14.1. You acknowledge and agree that we may process your personal data in accordance with the terms of our privacy and cookies policy, label.co.uk/Imprint.

15. Your account

15.1. If we enable you to create an account on our site, you acknowledge that this is for your personal use only and is non-transferable. You must not authorise or permit any other person to use your account. You must take reasonable care to protect and keep confidential your password and other account or identity information. You must notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. In such case you should also immediately amend your password via our site. You are responsible for third parties who use your account or identity (unless and to the extent that we are at fault).

15.2. We are entitled at any time for any reason and with or without notice to terminate your account on our site including deletion of all data contained therein. If so, you must not attempt to create another account on, or otherwise use, our site without our prior agreement in writing.

16. Availability of our site

16.1. We cannot guarantee that our site will be uninterrupted or error-free. We are entitled without notice and without liability to suspend the site for repair, maintenance, improvement or other technical reason.

17. Guidance on our site

17.1. Any guidance or similar information which we ourselves make available on our site is intended as very general information but we cannot guarantee that it is accurate or up to date and we do not accept legal responsibility for it. Before acting on such information, you must make your own appropriate and careful enquiries including as to its accuracy and suitability for your purposes. You rely on such information at your own risk.

18. Third party websites

18.1. We may link to third party websites which may be of interest to you. We do not recommend or endorse, nor are we legally responsible for, those sites or the goods or services which they offer. You use such third party sites at your own risk.

19. "Act of God"

19.1. We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.

20. English law

20.1. These terms and conditions shall be governed by the law of England and Wales and any disputes will be decided only by the courts of England and Wales.

21. General

21.1. We may send all notices under this agreement by email to the most recent email address you have supplied to us (unless otherwise stated in this agreement). Headings used in this agreement are for information and not binding. Any failure by either party to exercise or enforce any right or provision of this agreement does not mean this is a "waiver" (i.e. that it cannot be enforced later). If any part of this agreement is ineffective or unenforceable for any reason, then it will be replaced with a provision which as far as possible achieves the same thing and the rest of the agreement shall continue to apply. A person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement except insofar as expressly stated otherwise.

22. Complaints

22.1. If you have any complaints, please contact us via the contact details shown on our website or write to us at our trading address below.

23. Company information

- 23.1. Company name: CCL Label Limited
- 23.2. Country of incorporation: England and Wales.
- 23.3. Registered number: 4310986
- 23.4. Registered office: Garden Road, Maidenhead, Berkshire SL6 7RJ
- 23.5. Trading address: Garden Road, Maidenhead, Berkshire SL6 7RJ
- 23.6. Other contact information: See our website.
- 23.7. VAT number: GB 852361923