



[www.congressprint.com](http://www.congressprint.com)

## Terms and Conditions

These Terms and Conditions apply to all orders and supersede all others. Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you. By using the website, you agree to be bound by these terms and conditions. Please read them carefully. The website is owned and operated by Congress .EU Ltd.

### 1. LICENCE & WEBSITE ACCESS

We grant you a limited, revocable licence to access and make personal use of the website as our customer. However, you are not permitted to:

Reproduce, duplicate, copy, sell or otherwise exploit the website or any product image, product listing, product description, price, page layout, page design, trade dress, trademark, logo or other content ("Website Content") for any commercial purpose, except as expressly provided;

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Use a robot, spider or data mining or extraction tool or process to monitor, extract or copy Website Content (except in the operation or use of internet "search engines," hit counters or similar technology);

Use any meta tags, search terms, key terms, or the like that contain the website's name or trademarks used on the website;

Engage in any activity that interferes with the website or another user's ability to use the website;

Modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the website and the services offered on the website; or

Assist or encourage any third party in engaging in any activity prohibited by these Terms of Use.

Any use of the website or Website Content that is not expressly authorized herein is prohibited and immediately terminates the license granted herein.

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## **2. PAYMENT TERMS**

Payment shall be made in full at time of ordering, unless special settlement terms have been agreed by us in writing.

## **3. VAT**

VAT is not applied to all printed materials. As per guidelines from HMRC we apply VAT to those goods qualifying for this tax. If VAT is noticed on your order after the bill has been paid, you as the customer are liable to pay the VAT in full

## **4. PRICES**

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

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

The risk in the goods shall pass to you on delivery. All goods, delivered or not, remain our property until payment is received in full. Until such time as payment is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored to repossess and remove the same. You hereby grant us an irrevocable licence to enter your premises for the said purposes.

## **6. PRODUCTS**

We reserve the right to alter any details of products advertised without notice and while every effort is made to describe goods accurately in the advertisement no warranty is given as to accuracy and no responsibility will be accepted for error or mis-description and any resulting loss.

## **7. SUBJECT TO CHANGE WITHOPUT NOTICE; SEVERABILITY**

We reserve the right to make changes to our site, policies, and these Terms of Use at any time and in our sole discretion; therefore, you should review our policies, terms, and conditions each time you visit the website. Your continued use of the website after we make any such changes constitutes your binding acceptance of those changes. If any of the terms or conditions herein shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

## **8. QUOTATIONS AND CONTRACTS**

Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation of accepted contract, we shall be entitled to charge such increases to you.

## **9. DELIVERY**

Every effort will be made to deliver on time, but any delivery day specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods. Special rush deliveries can usually be arranged but will usually be subject to additional charges (e.g. rush print charges and rush delivery charges), which will be charged to you at current commercial rates.

## **10. QUANTITY CHANGES TO ORDERS**

Any changes in quantity ordered must be made in writing to us at [info@congressprint.com](mailto:info@congressprint.com) prior to commencement of processing. Any increases in the order must be regarded as a separate contract unless written notification is received before work commences on the original order.

## **11. QUANTITY VARIATION**

We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

## **12. CLAIMS**

Claims arising from damages, delay or partial loss in transit must be made in writing to us at [info@congressprint.com](mailto:info@congressprint.com) so as to reach us within 5 days of delivery. All claims with regard to the quality or quantity of the goods shall be made in writing to us at [info@congressprint.com](mailto:info@congressprint.com) and must reach us within 5 working days of receipt of goods or such goods shall be deemed to comply as to quality and quantity within the terms of the contract. You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at time of delivery. Claims in respect of non-delivery must be made in writing so as to reach us within 14 days from receipt of your order confirmation.

### **13. LIABILITY**

Save in so far as defects in the goods cause death injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods. We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in Clause 10. Nothing in these terms and conditions shall affect the rights of a consumer.

**CANCELLATION CHARGES:** Please note that a 20% charge of the total value of the original order will be made on all cancelled orders plus a £10.00 charge to cover administration costs. Any costs incurred for work already carried out up to the date of written cancellation will also be charged for and deducted before any refunds are made.

We do not accept responsibility that the website, its servers, or e-mail sent from the website are free of viruses or other harmful components. We will not be liable for any damages of any kind arising from the use of the website, including, but not limited to direct, indirect, incidental, punitive or consequential damages. Certain laws do not allow limitations as contained in this clause. If these laws apply, some or all of the above limitations may not apply to you and you might have additional rights.

### **14. ARTWORK AND PRINTING**

The entire copyright throughout the world in all printing plates, litho positives and negatives, artwork, designs, photographic transparencies, negatives or positives and any other artistic craftsmanship made by or for Congress .EU Ltd pursuant to or in implementation of any contract with the customer shall belong to Congress .EU Ltd. Congress .EU Ltd agrees that unless the customer becomes in default of any obligation to make any payment to Congress .EU Ltd, it will not reproduce any such items for any competitor in business of the customer.

### **15. PROOFS**

We do not send soft or hard proofs back to the customer. It is the responsibility of the customer to submit PRINT-READY ARTWORK, which we will send directly to our presses. The integrity to all artwork we receive lies solely with the customer and the customer agrees herewith that their artwork will not require to go through a pre-press process.

### **16. YOUR ACCOUNT**

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## **17. COPYRIGHT**

All Website Content is our property or the property of our content suppliers and is protected by international copyright laws. The purchase of any product does not provide the purchaser with any copyright interest or other intellectual property right in the product. All Website Content that is not our property is used with permission. The arrangement and compilation of all Website Content is our exclusive property and is protected by international copyright laws. All software used on the website is our property or the property of our software suppliers and is protected by international copyright laws.

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## **19. FORCE MAJEURE**

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising from any cause outside our reasonable control. Such circumstances may include equipment down-time due to mechanical breakdown or by an inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

## **20. MISCELLANEOUS**

The contract between ourselves the Company and the Customer shall be governed by and construed in accordance with UK & Irish Law and you as the Customer are agreeable to this.

## **21. COMPLAINTS**

Complaints must be made within 48hours of receiving your goods to [info@congressprint.com](mailto:info@congressprint.com). Any complaints made after this time period are void of any right to refund or reprint.