

GENERAL TERMS & CONDITIONS (01/01/2019)

INDEX:

PRODUCTS:

GO-CORNER

- 1.1 Printed Panels
- 1.2 Adhesive Corners
- 1.3 Floor Vinyl
- 4.4 Shipping Policy

GO-STANDARD

- 1.1 Printed Panels
- 2.1 Supporting Bracket Kit
- 2.2 Red Carpet (Optional)
- 4.4 Shipping Policy

GO-INSTALLED

- 1.1 Printed Panels
- 2.2 Red Carpet (Optional)
- 3.1 Wooden Support Frames / Fixings / Ballast
- 3.2 Delivery & Installation

ORDERING PROCESS:

- 4.1 YOUR ENQUIRY (Quotation & Artworking)
- **4.2 MAKING PAYMENT**
- 4.3 ORDER CONFIRMATION
- 4.4 SHIPPING POLICY
- 4.5 REFUND POLICY

WEBSITE USE

Our panels are 10mm FOAMEX panels adhered with adhesive matt vinyl printed with water based inks. They are recommended for indoor use only as water, high humidity and temperature extremes (including direct sunlight) may have an adverse effect on the panels causing them to warp & distort.

By purchasing panels from us, you agree the following:

- They are sold as described and we do not warrant that they are fit for any specific purpose.
- They are cut into sections by guillotine with a 2mm tolerance, & that any artwork at edges may be cropped during this process.
- The panels have some flexibility to them which does not impact their usability.
- The panels may topple if pushed or exposed or windy environments.
- They are intended for single use only, as they are prone to marking & denting during handling & in transit.
- Once assembled, seams will remain visible between panels (though discreetly).
- Once assembled, the panels will not collapse back to their original folded size.
- Printed panels are made to order, & thus are strictly non-refundable (For damage upon arrival, see '4.5 Refund Policy')

For any additional advice about our panels & their suitability please contact us directly.

1.2 ADHESIVE CORNERS (GO-CORNER):

Go Corner backdrops are supplied with a set of single use corner brackets that, when used correctly in conjunction with the supplied setup instructions & printed panels, allow the printed panels to stand freely on a level surface, and at right angles to each other with a discreet seam in the corner. We do not warrant free replacement for incorrect use.

1.3 FLOOR VINYLS (GO-CORNER):

Our floor vinyls are printed on universal low tack adhesive vinyl, suitable for most temporary applications to smooth hard floors (marble / tile / hardwood / smooth concrete) etc.). There are very few instances of residue remaining upon removal, however we do not guarantee this will always be the case and cannot accept liability for damage to floors caused by application. We recommend that the floor is tested first to ensure its suitability prior to sticking.

Any slips or trip hazards the product creates during its use are solely the responsibility of either the owner of the backdrop / person setting up or the venue to accept & manage.

2.1 SUPPORTING BRACKET KIT (GO-STANDARD):

Our brackets are made in small batches from aluminium profile by hand. As such, there are imperfections & variances, however this does not affect the performance of the product. The metal components of the product are supplied in their raw / unpolished state.

Whilst we make every effort to ensure complete kits are supplied, in instances where components are missing we will gladly supply missing parts as soon as possible. As the bracket kit is sold as a separate component, missing parts are not considered a material defect to any printed panels concurrently supplied.

2.2 RED CARPET (GO-STANDARD & GO-INSTALLED):

Our red carpet is commercial / household use appropriate thick pile (8mm) bright red stock, cut to order from a roll. It is supplied rolled up for transport.

The red carpet can be used with both out Go-Standard and GoInstalled backdrop products, and on its own. When ordered with the Go-Standard product, it is intended to be unrolled and left to settle & flatten out, then positioned over the projecting legs at the base of the assembled Go-Standard backdrop.

When ordered with our Go-Installed service, the installer will position the carpet under the leading edge of the backdrop. He will not offer to fit the carpet by way of adhesives or other fixings to the floor. Any additional fixing deemed necessary must be undertaken by yourself with the permission of the venue.

Any slips or trip hazards the product creates during its use are solely the responsibility of either the owner of the backdrop / person setting up or the venue to accept & manage.

3.1 WOODEN SUPPORT FRAMES / FIXINGS & BALLAST (GO-INSTALLED):

Our wooden support frames are assembled on site from pre-cut lengths of 18mm x 44mm planed softwood timber with screws, and your printed panels are mounted with high tack double sided adhesive foam tape. The installer will not have the facility to cut or adjust the supplied frame unless pre-arranged prior to you placing your order.

The frames are suitable for all indoor use, and external use in non-windy environments.

In windy environments, additional fixings (rope, pegs, adhesives etc.) & ballast weighting may be employed to minimise the risk of the backdrop falling over. Backdrops employing this will require continual supervision to ensure they remain safe, as all responsibility for the maintenance & integrity of the structure will transfer to the payee or venue upon completion of the installation.

3.2 ON-SITE INSTALLATION (GO-INSTALLED):

Sohoco Limited warrants all other product supplied to the installer as per our general terms & conditions.

Our installers are third party independent workers whom we act as a booking agent / intermediary for.

The installer exclusively assumes all risk and responsibility for any issues that arise during installation. Sohoco Limited will not be liable for any issues resultant from mistake or accident by the installer during the installation.

Upon completion of the installation, ownership & responsibility for the backdrop will immediately transfer to the purchaser. At this point, any additional issues that arise will be the sole responsibility of the purchaser or installation site management including but not limited to the development of adverse weather conditions, maintenance of the backdrop, subsequent damage to the backdrop & movement & dismantling of the backdrop (unless our removal service has been requested).

4.1 YOUR ENQUIRY (Quotation & Artworking)

To proceed with an enquiry, we require your payee name, delivery address, preferred date of arrival (or deadline if applicable), your preferred product and size and your artwork files (any filetype, highest resolution possible) or finished artwork (full size, saved at 150dpi or more, preferable as a flattened PDF or JPEG). For deadlines & installation/removal, we will also need specific timings from you.

Once we have received this information, we will endeavour to supply a full quotation, and a visualisation of how your artwork would look on the product & size you require.

It is your responsibility to ensure the product(s) or services you require are present on the quotation. You are wholly responsible for any omissions, sizing mistakes, quantity discrepancies or other errors on the quotation that you sign-off on.

We will create / revise any artworks freely, as best we can, in as timely a manner as we can until you are happy with the visual we provide. Our artworking is freely available and is not a component of the products sold to you, so artworking issues present on the visualisation you sign-off (mistakes / wrong logos / wrong logo order etc.) are under no circumstances compensatable. An artwork is not accepted by us until it has been converted by ys into a visualisation we have provided for your approval.

Once you have seen a visual you are happy with, and have checked over the quotation, you will need to let us know you are happy to proceed. We will then invite you to make a payment.

4.2 MAKING PAYMENT:

A pro forma will be sent over upon request by you to proceed with an order. Once payment has been made, it is assumed you have accepted our terms & conditions & wish to proceed with your order as specified on your quotation & visualisation.

Payment is typically always required prior to production. For account holders and trusted customers, this may be waived by us. In both instances, if payment has not cleared within 14 days of the due date, we may choose to commence recovery proceedings to ensure punctual payment & recover what is owed.

The payee is entirely responsible for ensuring they have everything they require to process a prompt payment prior to proceeding with an order, as delays to payment due missing P.O. numbers, staff leaving, non-receipt of reminders, payment runs and so on will not be accepted as mitigating factors when recover action is considered or commenced.

We typically recommend payment is made by direct bank transfer to us, however we offer card payment processing over the phone at an additional cost of 2% of the transaction (PayPal Here Fees). Payment by card will usually require delivery to the registered address on the card unless otherwise advised.

4.3 ORDER CONFIRMATION:

Once payment has been received, a full VAT invoice (with any additional transaction fees) will be provided. This acts as our acceptance & confirmation of your order.

Until a confirmation email has been sent to you, we are under no obligation to accept or deliver an order, nor offer to compensate for delays in correspondence leading to an order being placed, nor any other delays or problems caused by any assumption that the order is in production, or will be fulfilled.

In instances where we have waived payment prior to producing an order (account holders etc.), you will still be bound by the full terms and conditions.

Once the order has been confirmed by us, you will be subject to the terms & conditions relating to the shipping policy you have chosen, & our refund policy.

4.4 SHIPPING POLICY:

STANDARD DELIVERY FOR BACKDROPS:

We recommend delivery is typically always requested as soon as possible.

A preferred delivery date will be requested by us, confirmed by us and agreed by you. If no delivery date preference is given, then we will dispatch your order at our earliest convenience / opportunity. In instances where a preferred delivery date is requested and confirmed, the shipping method will be determined by us dependent on the delivery address.

Our standard shipping is selected by us (unless otherwise agreed) via one of these two methods;

- TNT Overnight Express (Deliveries outside London) Next day, non-guaranteed service (excludes weekends), door to door delivery normally between 8am & 6pm. (See: https://www.tnt.com/express/en_gb/site/terms-conditions.html)
- Local Dedicated Courier (Deliveries within London) Same day dedicated driver, guaranteed. Delivery normally within a 2 hour window if requested, door to door delivery not always possible dependent on parking circumstances.

DELIVERY BY A DEADLINE:

To ensure a guaranteed delivery at a particular time or date, you are entirely responsible for letting us know if you have a deadline. A preferred delivery date on its own will not be considered a deadline by us. We do not recommend TNT Overnight in instances where a deadline applies, as it is a non-guaranteed third party service and we will not be held liable for any delays. Dedicated courier is the only guaranteed service we offer, however an additional premium may be charged for non-local deliveries.

PACKAGING:

All orders will be shipped fully boxed and wrapped for transit. Upon receipt of your order, some time will be required to carefully unwrap your items. As the packaging provides transit protection for the panels, we recommend that the items are unpacked at the site of their intended use.

INTERNATIONAL DELIVERIES:

For all international deliveries, we typically use UPS Standard or Express. Please enquire directly for further details.

4.5 REFUND POLICY

DAMAGED PRINTED PANELS:

Please inspect your consignment on the date of delivery immediately for damage.

In the unlikely event your items arrived damaged, we require to be notified of this no later than the day your items were delivered. To protect ourselves from fraudulent damage claims, we strictly do no accept any damage complaints beyond the date of delivery.

Whilst every effort is made to ensure our boards arrive in the condition they left our production studio, our standard delivery service can, in rare instances, cause transit damage to the boards. In most instances this is manifested in compressed corners or superficial dents which, as a condition of our standard delivery policy, we cannot accept responsibility for.

In rare cases, more significant damage may include large creases, dents & tears. In these instances, & where we have been notified on the day of delivery, we are happy to offer a full replacement.

ARTWORK ISSUES:

Every care is taken to ensure the final product resembles the supplied proof as precisely as possible.

In some instances, panels may be cut slightly unaligned with the artwork (up to 2mm on all edges) due to tolerance limitations of our cutting machinery. We advise all artwork details are kept away from the edges for this reason.

Minor banding may occur due to the sweep of the print head during production, especially on solid colour & mural style backdrops. Whilst this will be visible upon close inspection, it is not considered to impact the overall print, and is not considered a defect of the print process or panels.

MISSED DEADLINES:

Every effort is made to ensure we adhere to our advised delivery timescales & late delivery is a rare occurrence. We guarantee to ship products in time for deadlines that we have accepted.

We will only guarantee delivery / accept liability if a dedicated courier service is used & a deadline date specified. Whilst delivery on a deadline date is guaranteed by us, dedicated couriers may be impacted by traffic conditions we cannot guarantee the two hour delivery window on the day.

INSTALLATION ISSUES:

Any advice we supply regarding use or installation of our products, whilst in good faith, is for you to assess and accept at your own risk. We do not warrant advice given in all circumstances, as often actual conditions may be unforeseen by us or differ. While we endeavour to ensure what we supply will be fit for your application, there are many variables that can affect the installation of large display items. As such, any risk that our products may be unsuitable for your application lies with you.

We advise our clients to discuss all issues & concerns with us before confirming an order. Sohoco Limited. accepts no responsibility if you receive the products and you are unable to display them as you intended under any circumstances.

The only instance this policy is waived is if an on-site installation has been arranged with us. In this instance, we accept responsibility to ensure we successfully install the products.

We do not compensate for adverse weather conditions, or where our installer has arrived on site & found the installation location to be too small, unsafe or inappropriate, and where an alternative setup location cannot be found.

Our printed panels are modular, and as such require on site adjustment for correct fit. Liability will not be accepted if setup has not been followed correctly. For additional advice about setup, we advise clients to call us on 0345 257 1988 or alternatively contact us via email.

Freestanding products are supplied with setup instructions & all required tools. A copy of these instructions can be obtained by emailing sales@gobackdrops.com.

GENERAL CANCELLATIONS, REFUNDS & MISTAKES:

Unfortunately, due to the bespoke nature of our printed products (printed & cut to order / non-resellable), upon acceptance and confirmation to proceed we usually cannot accept any cancellation requests or offer any refunds for this component.

In some instances where we agree, we can accept the return of unused cut red carpet for refund.

Our supporting bracket kits are fully refundable if complete, unused & returned to us.

Our installation service is subject to fixed costs which are typically non-refundable if confirmed by us.

If a mistake has been made by you during the ordering process every effort will be made to minimise the cost to you, or otherwise put the problem right by us.

WEBSITE USAGE (SMALLPRINT):

TERMS OF WEBSITE USE:

Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

RELIANCE ON INFORMATION POSTED DISCLAIMER:

The materials contained on our site are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this site and to the fullest extent permitted by English law, we exclude all liability for loss or damages whether direct or indirect arising from use of this site.

INFORMATION ABOUT US:

www.gobackdrops.co.uk is a site operated by Sohoco Limited ("We"); we are a company registered in England and Wales under registration number 08091922. Our registered office is Sohoco Limited, 15, 39 Riding House Street, London, W1W 7BE.

ACCESSING OUR SITE:

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

IMAGERY / PHOTOS OF YOUR ORDER:

We reserve the right to publish imagery we have made of your products, either in production, during setup or in use, for marketing, advertising & other commercial purposes. By ordering from us, you accept that imagery of your order made by us (Sohoco Limited) may be featured on our website or used in correspondence with our other customers.

INTELLECTUAL PROPERTY RIGHTS:

We are the owner or the licensee of all intellectual property rights on our site our artworks, and of the material published on it. Those works are protected by copyright laws and treaties around the world. All such, rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

OUR SITE CHANGES REGULARLY:

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

OUR GENERAL LIABILITY:

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
- loss of income or revenue;
- loss of business;

- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE:

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

VIRUSES, HACKING & OTHER OFFENCES:

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

LINKS FROM OUR SITE:

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our website we advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

JURISDICTION & APPLICABLE LAW:

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

VARIATIONS:

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

YOUR CONCERNS:

If you have any concerns about material which appears on our site, please contact: sales@gobackdrops.com