

Terms & Conditions

Introduction

These are the website terms and conditions of ESP Colour Limited whose registered office is at Millbuck Close, Swindon, Wiltshire, SN2 8XU and which is registered in England and Wales with company registration number 03513763. Our VAT number is GB 318 2440 22. You can contact us by writing to us at HS2@espcolour.co.uk.

How we may use your personal information: We will only use personal information that you provide to us via the Website or in relation to our provision of any goods and/or services in accordance with applicable data protection and privacy legislation, and as set out in our privacy policy at <https://hs2-bill-documents-onlineshop.org.uk/documents/Privacy%20Policy.pdf> .

These Terms are important. Please read these terms carefully, particularly before you submit an order to us. These Terms tell you who we are, how we will provide goods and/or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1. General

- 1.1. ESP Colour Limited operates the website <https://hs2-bill-documents-onlineshop.org.uk> (the "Website").
- 1.2. If you continue to browse or use our Website, and/or you purchase goods from us via our website, you are agreeing to comply with and be bound by the following terms and conditions ("Terms") which shall govern our relationship with you. A contract between us for the purchase of goods is made when we accept the order placed by you by sending you an email, at which point a contract will come into existence between you and us.
- 1.3. If we are unable to accept your order, we will inform you of this and will not charge you for the relevant goods. This might be because we have identified an error in pricing or description of goods, because we are unable to meet a delivery deadline you have specified, or for other unexpected reasons that we could not reasonably plan for.
- 1.4. By placing an order for a business, you confirm that you have authority on behalf of the business to enter into a contract on its behalf, and we shall be entitled to rely on your authority.
- 1.5. If you disagree with any part of these Terms, please do not use our Website or place an order.
- 1.6. In these Terms, "we", "us" and "our" refers to ESP Colour Limited and "you" refers to the user or viewer of our Website and/or the person placing an order for goods via the Website.
- 1.7. References to a "person" includes a natural person, corporate or unincorporated body (whether it has separate legal personality or not) and that person's personal representatives, successors and anyone that that person is permitted to transfer their rights to.

1.8. In these Terms if we refer to things being done in writing, this includes by email.

A: OUR WEBSITE

2. Licence to use our Website

2.1 We (or our licensors) own all intellectual property rights in and to the Website and all materials, maps, information, templates or tools (together referred to as “Materials”) accessible from the Website. Nothing in these Terms grants you any legal rights in the Website or any of the Materials other than strictly as necessary for you to access the Website and use it and the Materials in accordance with these Terms.

2.2 You may view and print pages from the Website, including any of the free to download maps provided by High Speed Two (HS2) Limited (“HS2”) for your own use, providing you comply with the restrictions below and all of these Terms.

2.3 You must not:

- (a) republish or re-use anything, including Materials, from our Website;
- (b) sell, rent or license anything, including Materials, from our Website; or
- (c) copy or exploit anything, including Materials, on our Website, including without limitation reproducing the maps on any website that you may own without having first obtained the consent of HS2

3. Acceptable use of the Website

3.1 You must not use our Website or Materials in any way that causes, or may cause, damage to the Website, the Materials, us or our business.

3.2 You must not use our Website or Materials in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.4 We reserve the right to refuse to accept any request for an order or produce any goods or other matter which, in our reasonable opinion, is of an illegal, unethical, defamatory or blasphemous nature, or which does or may discriminate on the grounds of sex, race, age or disability, or includes any kind of content (including but not limited to text, graphics, pictures or photographs) which are unlawful or include offensive or threatening, sexual, political or religious content.

4. Accuracy of information and availability of the Website, hyperlinks and third party sites

4.1 We will try to make sure that the Website and the Materials are accurate, up to date and free from bugs, but we cannot promise that they will be. We do not promise that the Materials will be suitable for any purpose that you may have in using them. Whilst we try to make sure that the Website is available for your use, we do not promise that it will be available at all times or that your use of the Website will be uninterrupted.

- 4.2 The Website may contain hyperlinks or references to third party websites. These are provided for your convenience only and we have no control or responsibility for any content, material or information contained in them.

B. OUR GOODS AND SERVICES

5. Price and timings

- 5.1 Subject to you complying with these Terms, you may download the HS2 maps from the Website free of charge.

- 5.2 For printed copies of the maps or for other materials specified on the Website, our standard prices and delivery charges will be stated on the Website. However, it is always possible that prices or delivery charges may be shown incorrectly. We will therefore verify prices and delivery charges as part of the order procedures, so that a correct price and delivery charge (subject to these Terms) will be given to you as part of the order process before your confirm your order.

- 6.3 If at any time the rules on VAT change so that VAT becomes chargeable on the maps and other materials available on the Website, our prices will be updated accordingly..

- 5.3 We may change our standard prices at any time, but any changes will not affect contracts in existence in relation to accepted orders.

5.4 Orders and Deliveries:

- (a) If you put goods in your basket on the Website but do not place the order immediately, the price payable by you if you place that order subsequently will be calculated from our standard prices payable at the date that you do place it (which may be different to the price at the time that you originally put the goods into your basket). We will confirm the applicable price in writing with our acceptance of your order.

- 5.5 We will use all reasonable efforts to deliver work in accordance with any timing provided on our Website, but any delivery day specified by us in relation to your order is an estimate. Time is not of the essence in respect of any contract for goods. No liability is accepted by us for any loss arising from delay in the delivery of the goods.

6. Payment

- 6.1 Unless we expressly agree otherwise in writing, payment by you in full will be required at the point of placing the order in cleared funds.

- 6.2 Payment for all work must be via the website and by credit or debit card or bank transfer.

7. Delivery of goods

- 7.1 We will arrange for your goods to be delivered to the address for delivery indicated in your order.

7.2 We will confirm to you in writing (by sending a dispatch notification) the date on which work in relation to your order and the goods are completed. We will use reasonable endeavours to deliver goods within 5 working days of the date of confirmation of completion for deliveries to addresses in the UK. We will tell you in writing of the anticipated delivery time for any deliveries outside of the UK. However, we cannot guarantee delivery by the relevant date. We do confirm that, unless there are exceptional circumstances for reasons that are outside of our reasonable control, all deliveries should be dispatched within 30 days of the later of receipt of payment from you and the date of confirmation of completion by us.

7.3 Unless we expressly agree otherwise, we will only deliver goods within the UK. Any international deliveries which we agree may be subject to customs clearance and local country restrictions may apply. We will not be responsible for any customs and excise charges that may occur from the import or export of your goods.

8. Passing of title and risk

8.1 The goods will be at your risk and responsibility from the time of delivery to you.

8.2 You will not own the goods until we have received payment in full. All goods, delivered or not, remain our property until payment is received in full.

If you are a business:

8.3 Until such time as full payment is received by us, 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. You will hold them as bailee for us, take all reasonable care of the goods and insure them for not less than the full costs due to us in respect of them. Notwithstanding the foregoing, you may use or resell the goods in the ordinary course of your business 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 by you for such goods we may remove from your possession those goods belonging to us in accordance with these Terms and we shall be entitled to enter upon the property where the goods are stored to repossess and remove them.

9. Cancellation and refunds

If you are a business (clauses 9.1 and 9.2):

9.1 We may choose to reprint any defective work, in which case we shall not be liable to make any refund.

9.2 If you wish to cancel an order, you will be liable to pay any costs incurred for work already carried out by us up to the date when written cancellation is received by us.

If you are a consumer (clauses 9.3 to 9.10):

9.3 You have the right to cancel your order in respect of any goods provided by us through our website up to 14 days after the goods have been delivered by us. In the event that you cancel your order with us, you must return the goods to us at the address set out in clause 9.7 below within 14 calendar days of the date of cancellation.

9.4. **Your rights to end a contract:**

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product replaced or to get some or all of your money back), see clause 10.4;
 - (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 9.5.
- 9.5 If you are ending a contract for a reason set out in this clause 9.5 the contract will end immediately and we will refund you in full for any goods which have not been provided and you may also be entitled to compensation. The reasons are:
 - (a) we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed;
 - (b) there is a risk that supply of the goods may be significantly delayed because of events outside our control;
 - (c) you have a legal right to end the contract because of something we have done wrong.
- 9.6 To end the contract with us, please let us know by email at HS2@espcolour.co.uk. Please provide your name, address, details of the order and, where available, your phone number and email address.
- 9.7 If you are entitled to, and do end the contract, after goods have been despatched to you or you have received them, you must return them to us. You must send them back to us (using the same delivery method as we used to deliver them to you) at ESP Colour Millbuck Close, Swindon, Wiltshire, SN2 8XU. Please email us at HS2@espcolour.co.uk for return information.
- 9.8 We will pay the costs of return:
 - (a) if the goods are faulty or misdescribed; or
 - (b) if you are ending the contract because we have told you of an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.
- 9.9 Where you are entitled to return the goods, we will refund you the price you paid for them (including where relevant the delivery costs), by the method you used for payment. However, we may make deductions from the price, as follows:
 - (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.10. We will make any refunds due to you as soon as possible.

10. Defective goods

10.1 If we agree that the goods are not of satisfactory quality, or do not materially conform with your instructions or artwork, we may choose either:

- (a) to reprint the goods; or
- (b) to provide you with a full refund (or a refund in regard to that part of the goods which are defective).

10.2 Where you wish to make a claim in relation to defective work by us, whether of quality of work or an issue with quantity of goods you must notify us in writing promptly and in any event within 10 days of delivery of the goods to you of all such defects. On our request you must return the defective goods to us. If we agree that the goods are not of satisfactory quality, we will refund the cost of returning the goods (at the standard return delivery rate using the same delivery method as we delivered the goods to you).

10.3 If no notifications are received from you in accordance with clause 10.2 or 10.2, the goods shall be deemed to be accepted by you and to comply as to quality and quantity within the terms of the order (and these Terms).

If you are a consumer:

10.4 If there is a problem with the goods:

- (a) If you have any questions or complaints about the product, please contact us at HS2@espcolour.co.uk.
- (b) We are under a legal duty to supply goods that are in conformity with this contract. Nothing in these Terms will affect your legal rights.

11. Limitations of liability

If you are a business (clauses 11.1 to 11.7):

11.1 The extent of our liability under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in clause 11.1 to 11.7 (inclusive).

11.2 To the fullest extent permitted by applicable law we exclude all representations, warranties and conditions relating to the Website and any goods or services provided (or to be provided) by us.

11.3 We shall not be liable for any indirect, special or consequential loss or damage, or (whether direct or indirect) for any loss of profit, loss of contracts, loss of business, loss of goodwill, loss or corruption of data, loss of income, revenue or anticipated savings or harm to reputation.

11.4 Nothing in these Terms shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

11.5 Subject to clause 10.4, our total liability shall not exceed the contract value of the goods or work undertaken.

- 11.6 We accept no responsibility or liability for loss or damage arising from the supply of goods under these Terms unless you have fully complied with the notification of claims procedure set out in clause 10.
- 11.7 You agree to indemnify us and hold us and our employees harmless (including in respect of any legal fees) from any losses, damages, claims, demands, liabilities, costs, expenses or proceedings arising from any claim of a breach of third party rights in the printed material ordered, including but not limited to copyright or any other intellectual property rights.

If you are a consumer (clauses 11.8 to 11.10):

- 11.8 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 11.9 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods including the right to receive goods which are: as described and match information we provided to you; of satisfactory quality; fit for their particular purpose; supplied with reasonable skill and care; and for defective goods under the Consumer Protection Act 1987
- 11.10 **We are not liable for business losses.** We only supply the goods to consumers for domestic and private use. If you use our goods or services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If you are a business or a consumer (clause 11.11)

- 11.11 **Items provided by a third party.** You acknowledge that we are making available items (maps and reports) on the Website that have been created by a third party (HS2). Provided that nothing shall affect any statutory right that you may have as a consumer, to the fullest extent permitted by applicable law we exclude our liability in the event that the maps and reports or any other item provided by HS2 are not full, accurate or complete.

12. Force majeure

- 12.1 We are not responsible for failure or delay in the carrying out of our obligations due to any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any circumstances outside our control and in such circumstances we shall be entitled by notice to terminate the order in whole or in part without incurring any liability whatsoever to you.

13. Variation

- 13.1 We may revise these Terms from time to time. The Terms applicable to any order shall be those in force at the time of the relevant order. Please check this page regularly to ensure you are familiar with the current version.

14. Entire agreement

- 14.1 These Terms, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our Website and any goods or services undertaken for or provided to you, and supersede all previous agreements between us in relation to its subject matter.

15. Law and jurisdiction

- 15.1 These Terms and any order made under them, together with any dispute or claim arising out of, or in connection therewith (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. If you are a business, the courts of England and Wales shall have exclusive jurisdiction. If you are a consumer, the courts of England and Wales shall have non-exclusive jurisdiction.

16. Other important terms

- 16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 16.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.