T.A.D. Limited trading as The Art Department

TERMS AND CONDITIONS - *updated 21 October 2026*

*T.A.D. Limited, company number 03954030, trading as The Art Department, will be referred to as **T.A.D.** in these Terms.*

These Terms apply to Quotations and orders for Goods and Services supplied to TRADE, CASH and Consumer Customers. Some clauses apply differently according to the capacity in which the Customer buys. Nothing in these Terms restricts a Consumer's statutory rights.

1. About T.A.D. and these Terms

1.1. T.A.D. Limited, company number 03954030, trading as The Art Department ("T.A.D."), supplies printed, manufactured and installed goods, artwork, design, signage, graphics and related services.

1.2. These Terms apply to every Quotation, order and Contract for Goods or Services supplied by T.A.D. to a Customer, whether the Customer purchases as a TRADE Customer, another Business Customer or a Consumer.

1.3. The Customer must tell T.A.D. before accepting a Quotation whether it is purchasing wholly or mainly for personal use or for purposes connected with a trade, business, craft or profession.

Definitions

1.4. In these Terms:

"**Acceptance Email**" means T.A.D.'s email thanking the Customer for placing the order or otherwise confirming that the order has been accepted. It need not be headed or described as a formal order confirmation.

"**Business Customer**" means a Customer acting wholly or mainly for purposes relating to its trade, business, craft or profession.

"**CASH Customer**" means any Customer required to make payment before production, release, collection, dispatch, delivery or installation. A CASH Customer may be either a Consumer or a Business Customer.

"**Consumer**" means an individual acting for purposes wholly or mainly outside that individual's trade, business, craft or profession.

"**Contract**" means the legally binding agreement between T.A.D. and the Customer, comprising the documents identified in clause 1.5.

"**Customer**" means the person, firm, company or organisation purchasing Goods or Services from T.A.D.

"**Goods**" means the products, printed items, graphics, signs, materials, artwork files or other goods described in the Quotation.

"**Quotation**" means T.A.D.'s written quotation, proposal, tender or price document for particular Goods or Services.

"**Services**" means design, artwork, proofing, colour matching, surveying, manufacture, delivery, installation and any other services described in the Quotation.

"**TRADE Customer**" means a Business Customer with an approved T.A.D. credit account whose Quotation is marked TRADE.

"**Working Day**" means Monday to Friday excluding public holidays in England.

1.5. If Contract documents conflict, the following order of priority applies:

(a) any expressly agreed written variation or project-specific condition;

(b) the Quotation;

(c) the Acceptance Email; and

(d) these Terms.

1.6. For a Business Customer, these Terms apply to the exclusion of any conditions the Customer seeks to impose or incorporate unless T.A.D. expressly agrees otherwise in writing.

1.7. Nothing in these Terms excludes, restricts or replaces any right or remedy which a Consumer has by law and which cannot lawfully be excluded or restricted.

1.8. References to legislation include any amendment, replacement or re-enactment of that legislation.

2. Quotations and Orders

2.1. A Quotation is an invitation for the Customer to place an order and is not an offer which T.A.D. is obliged to accept.

2.2. Unless the Quotation states otherwise, it is valid for seven calendar days from its date. After that period, T.A.D. may withdraw it or issue a revised price because material, labour, energy, transport or market costs may have changed.

2.3. A TRADE Customer may place an order by approving the Quotation in writing and providing any purchase order number, job reference or contact name requested by T.A.D. A CASH Customer may place an order by making the payment or deposit requested in the Quotation or the accompanying Consumer or CASH quotation email.

2.4. A Contract is formed only when T.A.D. sends its Acceptance Email. T.A.D.'s normal email thanking the Customer for placing the order constitutes that acceptance; T.A.D. does not need to issue a separate formal order-confirmation document.

2.5. Any purchase order or acceptance that changes the Quotation is a request for a variation and will not bind T.A.D. unless T.A.D. agrees to it in writing.

2.6. The Customer must provide sufficient, complete and accurate instructions, dimensions, artwork, delivery information, site details, purchase order information and approvals to allow T.A.D. to proceed.

2.7. T.A.D. may correct an obvious clerical, typographical or calculation error in a Quotation before accepting the order. If the correction materially changes the price or scope, the Customer may choose not to proceed.

2.8. T.A.D. may decline an order before sending the Acceptance Email, including where materials or capacity are unavailable, credit approval is withdrawn, the work appears unsafe or unlawful, or the Customer has not provided required information or payment.

Availability of these Terms

2.9. The Quotation will state that T.A.D.'s Terms are readily available on its website and will provide a link to a downloadable PDF copy.

2.10. Because some Customers receive several Quotations in a day, T.A.D. is not required to attach a separate copy of the Terms to every quotation email, provided that the Quotation clearly identifies where the applicable Terms can be viewed and downloaded.

2.11. The applicable Terms are the version identified by date in, or linked from, the Quotation and Acceptance Email when the Contract is formed.

2.12. T.A.D. will keep a copy of each published version for reasonable reference and will not use a later version to change an existing Contract retrospectively unless the parties agree in writing.

2.13. For a Consumer Contract, the Acceptance Email will provide or retain a stable link to the applicable downloadable PDF so that the Consumer can save it for future reference.

3. Prices, VAT and Payment

3.1. T.A.D.'s Quotations show the price excluding VAT, the applicable VAT rate and amount, and the total price including VAT.

3.2. Unless expressly stated otherwise, quoted unit prices and charges are exclusive of VAT. VAT will be charged at the rate legally applicable on the tax point.

3.3. The quoted price is based on the scope, quantities, materials, information and timescale stated in the Quotation. Changes requested by the Customer, incorrect or incomplete information, additional work, urgent work or delays outside T.A.D.'s control may result in additional charges, which T.A.D. will notify as soon as reasonably practicable.

CASH Customers

3.4. A CASH Customer must make the payment or deposit stated in the Quotation or quotation email. Where a deposit or part payment has been accepted, the entire remaining balance must be received in cleared funds before the Goods are released, collected, dispatched, delivered or installed, or before the Services are completed, unless T.A.D. expressly agrees otherwise in writing.

3.5. T.A.D. may place the order on hold and is not required to deliver Goods, attend site or continue Services until all sums due before that stage have been received in cleared funds.

TRADE Customers

3.6. Subject to continuing credit approval, a TRADE Customer must pay each invoice within the account payment period confirmed by T.A.D., normally 30 days from the invoice date unless otherwise agreed in writing.

3.7. T.A.D. may reduce, suspend or withdraw credit terms where a TRADE Customer pays late, exceeds its credit limit, becomes subject to financial uncertainty or fails a credit review. T.A.D. may require payment before continuing current or future work.

3.8. For a Business Customer, T.A.D. may charge statutory interest, fixed compensation and reasonable recovery costs on overdue sums to the extent permitted by law, without affecting its other rights.

3.9. The treatment of disputed and undisputed invoice amounts is set out in clause 22.13.

3.10. Payment must be made without unauthorised deduction. A Consumer's statutory rights and any deduction or set-off which cannot lawfully be excluded remain unaffected.

4. Confidentiality, Photographs and Publicity

4.1. Each party will take reasonable care to protect confidential commercial, technical and personal information received from the other and will use it only for the Contract or another purpose authorised by the disclosing party.

4.2. If confidentiality is especially important, either party may request a separate non-disclosure agreement. A signed non-disclosure agreement takes priority over this Section to the extent of any conflict.

4.3. T.A.D. may disclose confidential information to employees, subcontractors, suppliers, professional advisers and insurers who reasonably need it for the Contract and who are subject to appropriate confidentiality duties.

4.4. Confidentiality obligations do not apply to information which is already public other than through breach, was lawfully known without restriction, is independently developed, is received lawfully from another source, or must be disclosed by law or a competent authority.

CASH and Consumer projects

4.5. Unless the Customer asks T.A.D. in writing not to do so before photography or publication, T.A.D. may photograph or film completed CASH or Consumer projects and may use suitable images or video on its website, portfolio, advertising and social-media channels.

4.6. T.A.D. will take reasonable steps not to publish identifiable individuals, private addresses, vehicle registration numbers or other personal information unless it has an appropriate lawful basis and obtains consent where consent is legally required.

TRADE projects

4.7. T.A.D. understands that TRADE Customers may require T.A.D.'s involvement to remain confidential. T.A.D. will not intentionally identify an active TRADE Customer or its end client in publicity without written permission.

4.8. Once a TRADE project has been completed for at least six months, or T.A.D. no longer carries out work for that Customer, T.A.D. may use an anonymised photograph or video solely to illustrate a material, printing or installation process. T.A.D. will not identify the TRADE Customer or end client, disclose confidential project information or state that T.A.D. completed the underlying customer-facing project.

4.9. No photograph or video will be published where doing so would breach an applicable non-disclosure agreement or an express written confidentiality restriction accepted by T.A.D.

4.10. The provisions concerning personal information in photographs and video are also subject to Section 21.

5. Customer-Supplied Artwork, Files and Content

5.1. Unless T.A.D. has agreed to create or amend it, the Customer must supply artwork in the requested print-ready format, including suitable resolution, colour settings, bleed, crop or registration marks, fonts or outlined text, cutting paths and any required templates.

5.2. T.A.D. may charge for checking, repairing, converting, redrawing or otherwise preparing files which are incomplete, unsuitable or not supplied to the agreed specification. Any resulting production delay will not be treated as delay by T.A.D.

5.3. The Customer is responsible for confirming the accuracy, suitability, legal compliance and authorised use of all artwork, wording, logos, symbols, specifications and other content prior to approval. Approval of artwork does not constitute certification by T.A.D. Ltd that any design complies with legislation, regulations, standards, industry schemes or site-specific requirements unless such compliance verification has been expressly included within the agreed scope of work.

5.4. The Customer must check spelling, grammar, dates, contact information, prices, dimensions, quantities, scale, orientation, colours, legal wording and all other content. T.A.D. is not responsible for an error which appeared in Customer-supplied or Customer-approved artwork unless T.A.D. introduced the error after approval.

5.5. The Customer confirms that it owns, or has permission to use and authorise T.A.D. to reproduce, all supplied artwork, photographs, names, logos, typefaces, designs, data and other content.

5.6. A Business Customer will indemnify T.A.D. against reasonable losses, liabilities, damages and costs arising from a third-party claim that T.A.D.'s authorised use of Customer-supplied content infringes intellectual-property, privacy or other legal rights, except to the extent caused by T.A.D.'s failure to follow the Customer's lawful instructions.

5.7. Any technical check, pre-flight check, proof or approval by T.A.D. is intended to assist production and does not transfer the Customer's responsibilities under this Section.

5.8. The Customer must take reasonable steps to ensure that electronic files are free from viruses, malware and corrupt data. T.A.D. may reject, quarantine or delete any file which reasonably appears unsafe.

5.9. T.A.D. is not obliged to retain Customer files indefinitely. The Customer should keep its own secure copy of all supplied material.

6. Artwork, Proofs and Amendments

6.1. Where artwork or studio work is included, proofs will normally be prepared after the Contract has been formed and the work has been passed to T.A.D.'s studio.

6.2. Proofs are supplied so that the Customer may request reasonable amendments and give approval before the work progresses to production. They are not finished Goods and may not reproduce final colour, material, scale, finish or construction exactly.

6.3. The Customer must review each proof carefully and send amendments or approval through T.A.D.'s proofing system, by email or by another method accepted by T.A.D.

6.4. Production will not normally begin until the Customer has given clear approval. Silence, delay or failure to respond is not approval.

Included amendment rounds

6.5. Unless the Quotation states otherwise, the quoted artwork price includes up to two reasonable rounds of Customer amendments to the proposed design. The Customer should provide one consolidated set of amendments for each round.

6.6. Additional amendment rounds, piecemeal instructions, a changed brief, new concepts, replacement content, extensive redrawing or work outside the originally discussed scope may be charged at T.A.D.'s current studio rate or at a price agreed before the additional work proceeds.

6.7. A correction required solely because T.A.D. failed to follow an agreed instruction or introduced an error will not count as a Customer amendment round and will not be charged as an amendment.

6.8. If the Customer changes approved artwork, T.A.D. may require a new proof and approval. The Customer is responsible for resulting additional costs and revised timescales.

6.9. The Customer must respond within any reasonable proofing deadline notified by T.A.D. A delay in approval or amendments will extend the production or installation timetable.

6.10. On-screen and office-printer proofs are for layout and content checking. They are not reliable colour or material samples; Section 7 applies where colour or finish is important.

Professional tools, optional concepts and method restrictions

6.11. T.A.D. may use appropriate professional tools, software, automation and digital techniques, including artificial-intelligence-assisted tools, in exploring concepts, preparing artwork, creating visualisations, planning and producing Goods or Services, provided that their use is consistent with the agreed scope, these Terms and applicable law.

6.12. Any optional concept, speculative visual, AI-generated example, sketch, mock-up or other illustrative suggestion shared by T.A.D. is for discussion and inspiration only unless expressly incorporated into the agreed brief or approved as production artwork. It is not by itself a replacement for the Customer's supplied artwork, a change to the Contract, a final design or a production proof.

6.13. A Customer requiring a particular tool, technique or process to be used or avoided, including a restriction on AI-assisted methods, must notify T.A.D. in writing before placing an order. Such restriction forms part of the Contract only if expressly accepted by T.A.D. in the Quotation, Acceptance Email or an agreed written variation. T.A.D. may decline work it cannot reasonably perform within the restriction.

6.14. A request to introduce or change such a restriction after Contract formation will be considered as a proposed variation under clauses 2.5 and 16.3. It does not by itself cancel the Contract, invalidate work already properly performed or create an automatic entitlement to a refund. Agreed variations may affect the price, programme and costs properly incurred. This clause does not limit rights arising from any breach of an expressly agreed requirement or from applicable law.

6.15. T.A.D. will exercise reasonable professional care when selecting tools and will comply with its confidentiality and data-protection obligations. Confidential Customer information and personal data will not be supplied to external AI services in a way that breaches those obligations or an agreed written restriction. T.A.D. remains responsible for delivering the Goods and Services in accordance with the Contract, regardless of the tools used.

7. Samples, Colour Matching and Production Tolerances

7.1. Generic material swatches or existing samples may be supplied at T.A.D.'s discretion. A sample incorporating the Customer's own artwork, a bespoke production sample or a requested colour-matching exercise is a chargeable service unless the Quotation expressly states otherwise.

7.2. The fee for a bespoke sample or colour match will be stated in the Quotation or charged under T.A.D.'s current schedule. Unless otherwise stated, a colour-matching fee includes up to two reasonable test iterations and one approval sample. Additional iterations, materials, delivery or site attendance may be charged separately.

7.3. The Customer must allow sufficient time for sampling and approval. Production dates will move where necessary to accommodate requested tests or delayed approval.

7.4. T.A.D. will use reasonable skill and care to achieve a close visual colour match, but exact matching cannot be guaranteed across different printers, inks, batches, materials, coatings, lighting conditions, viewing angles, screen displays or production dates.

7.5. Unless a measurable tolerance is expressly agreed in the Quotation, colour is assessed by reasonable visual comparison under normal viewing conditions.

7.6. Reasonable variations in colour, density, texture, finish, dimensions, position, joins, cutting and quantity which are normal for the chosen process or material will not by themselves constitute a defect.

7.7. Repeat orders may vary from an earlier production run because of material batches, ageing, weathering, equipment, ink or manufacturing changes. Where continuity is critical, the Customer should request a new sample or colour match.

8. T.A.D.-Created Artwork and Intellectual Property

8.1. Unless T.A.D. expressly agrees otherwise in writing, all copyright, design rights and other intellectual-property rights in artwork, concepts, layouts, templates, cutting files, production methods, working files and other material created by T.A.D. remain owned by T.A.D. or its licensors.

8.2. After T.A.D. has received full payment, the Customer receives a non-exclusive licence to use T.A.D.-created artwork only as incorporated in the finished Goods and for the purpose reasonably contemplated by the Contract.

8.3. The Customer may not reproduce, alter, supply, sell or use T.A.D.-created artwork or working files for production elsewhere unless T.A.D. has granted a separate written licence or assignment.

Flattened single-use PDF

8.4. Upon approval and full payment, T.A.D. may agree to supply a compressed, flattened, print-only PDF representing the end result. The PDF will not include editable working files, linked assets, fonts, cutting files or the ability to amend the design.

8.5. Unless the Quotation states otherwise, the fee for release of a flattened single-use PDF is £60 excluding VAT. No file-supply fee applies where the file is used for production by T.A.D. and has not otherwise been supplied.

8.6. The supplied PDF is licensed for one external production use only. Further production runs, editing, onward licensing, resale or distribution require T.A.D.'s prior written permission and may be chargeable.

Editable working files

8.7. T.A.D. may, at its discretion, agree to release editable working files after full payment. Unless a different fee is stated in the Quotation, the release fee will be the higher of £350 excluding VAT or 200% of the studio or artwork charges for the relevant work.

8.8. Release of working files gives the Customer only the written licence specified by T.A.D. It does not transfer ownership of copyright, fonts, stock imagery, software, templates, production methods or third-party material.

8.9. Any assignment or full buy-out of T.A.D.'s intellectual-property rights must be separately agreed in writing and may be subject to an additional price reflecting the scope, exclusivity and future value of those rights.

9. Customer-Supplied Items

9.1. Where the Customer supplies an item or material for printing, finishing, application or installation, it is accepted on the basis that production processes carry risks which cannot always be eliminated, particularly where T.A.D. does not know the item's composition, manufacture, age, condition or prior treatment.

9.2. The Customer must disclose the nature and replacement value of the supplied item, provide accurate handling information and, where reasonably possible, supply a spare or additional material for testing and production allowance.

9.3. Printing may involve head strikes, contact with or movement beneath print heads, dropped or blocked nozzles, banding, ink adhesion issues, contamination, distortion, marking or other process effects.

9.4. Fabric and flexible materials can lift, ripple, stretch, shrink or move during printing. Heat or airflow from LED curing lamps may cause the material to rise and contact the print heads even where T.A.D. has taped or secured it as flat as reasonably possible. Resulting marks may be unavoidable.

9.5. T.A.D. will use reasonable skill and care and, if a production problem occurs, will make reasonable efforts to reprint or rectify the item where practicable. T.A.D. is not responsible for replacing or reimbursing a supplied item merely because an inherent, disclosed or reasonably unavoidable process risk occurs.

9.6. Nothing in this Section excludes liability for loss or damage caused by T.A.D.'s negligence or any liability which cannot lawfully be excluded. The liability limits in Section 19 apply.

10. Production, Delivery, Collection and Completion

10.1. Any production, dispatch, delivery, installation or completion date is an estimate unless the Quotation expressly states that it is a fixed contractual date.

10.2. A lead time begins only when T.A.D. has received all required information, suitable artwork, approvals, cleared payments, purchase order details, site information and materials.

10.3. T.A.D. will notify the Customer as soon as reasonably practicable if a material delay becomes apparent and will use reasonable efforts to agree a revised timetable.

10.4. Delivery charges are based on the address, access, service and timing stated in the Quotation. Redelivery, waiting time, restricted access, incorrect address information, special handling and failed delivery caused by the Customer may be charged additionally.

10.5. T.A.D. may deliver or complete an order in instalments where reasonably necessary. Each instalment may be invoiced separately where the Quotation or circumstances reasonably require.

10.6. A minor defect, omission or snag which does not substantially prevent use of the Goods or Services does not entitle a Business Customer to reject the whole order or withhold payment of an undisputed amount. T.A.D. will address an accepted issue in accordance with Sections 17 and 18.

Risk

10.7. For a Consumer, risk in Goods passes when the Consumer, or a person identified by the Consumer other than T.A.D.'s carrier, takes physical possession of them, subject to applicable law.

10.8. For a Business Customer, risk passes when the Goods are delivered to the agreed location, collected from T.A.D., or handed to a carrier arranged by the Customer, as applicable. The Customer is responsible for safe unloading unless the Quotation includes unloading by T.A.D.

Packaging and direct delivery

10.9. T.A.D. will use packaging reasonably suitable for the agreed method of delivery or collection. Standard packaging is intended to protect the Goods during normal transportation and is not designed for long-term or outdoor storage.

10.10. Any requirement for special packaging, unbranded or trade-neutral packaging, individual packing, export packing or delivery directly to a TRADE Customer's own client must be notified to T.A.D. before the Quotation is accepted. Additional packaging, handling and delivery costs may apply.

10.11. Where Goods are delivered directly to a TRADE Customer's client, T.A.D. will take reasonable steps to follow any agreed trade-neutral delivery instructions. T.A.D. will not be responsible for branding or identifying information imposed by a courier, manufacturer or other third-party carrier which is outside T.A.D.'s reasonable control.

11. Ownership, Storage and Uncollected Goods

Ownership of Goods supplied to Business Customers

11.1. For a Business Customer, ownership of Goods does not pass until T.A.D. has received in full all sums due for those Goods and any other sums which are due and payable by that Customer.

11.2. Until ownership passes, the Business Customer must keep the Goods identifiable as T.A.D.'s property, store them safely and insured, and must not remove, alter or obscure any identifying mark or packaging.

11.3. Subject to applicable law, T.A.D. may require return of unpaid Goods and the Business Customer must make them available for collection. T.A.D. will not enter premises without lawful authority or the occupier's permission.

11.4. For a Consumer, ownership passes in accordance with the Contract and applicable consumer law, normally once payment has been made and the Goods have been supplied.

Storage and uncollected Goods

11.5. When Goods are ready, T.A.D. will notify the Customer. If the Customer does not collect them or provide workable delivery instructions within ten Working Days, T.A.D. may move them into storage at the Customer's risk and may charge reasonable storage, handling and redelivery costs.

11.6. If Goods remain uncollected for 60 days after the first readiness notice, T.A.D. may give the Customer at least 14 days' further written notice requiring collection and payment.

11.7. If the Customer still does not collect and pay, T.A.D. may, where lawful and reasonable, sell, recycle, destroy or otherwise dispose of the Goods. Sale proceeds may be applied against unpaid charges and reasonable disposal costs, with any balance dealt with according to law.

11.8. Branded, confidential or personal-data-bearing Goods may be securely destroyed or rendered unusable rather than sold where T.A.D. reasonably considers resale inappropriate.

11.9. Disposal does not remove the Customer's obligation to pay sums properly due, after credit for any net sale proceeds.

12. Site Surveys and Installation

Site surveys

12.1. A site survey is a chargeable service where T.A.D. states that a fee applies, including because of travel distance, time, scale, complexity, access requirements or specialist equipment. The fee will be notified and agreed before the visit and remains payable even if the project does not proceed, unless T.A.D. agrees otherwise in writing.

12.2. Unless expressly included, a survey is visual and non-invasive. T.A.D. is not responsible for concealed structures, services, defects, hazardous materials or conditions which could not reasonably be identified during the agreed survey.

12.3. The Customer must provide accurate information about the site, surfaces, dimensions, access, ownership, permissions, utilities, asbestos and other hazards, and must identify any special rules or restrictions before survey or installation.

Installation planning and RAMS

12.4. T.A.D. will plan and carry out installation work using appropriately competent personnel, suitable equipment and reasonable health and safety precautions. Risk Assessments and Method Statements ("RAMS") will be prepared and provided for installations where applicable, taking account of the nature of the work and the site information made available to T.A.D. The Customer must advise T.A.D. before installation of any site-specific RAMS format, approval process or submission deadline.

12.5. T.A.D. may stop, postpone or refuse work where the site, weather, access, surface, equipment or instructions appear unsafe or unsuitable. Reasonable additional costs caused by matters for which the Customer is responsible may be charged.

Installation hours, access and facilities

12.6. Unless the Quotation states otherwise, installation prices are based upon work being carried out during T.A.D.'s normal working hours and with clear, safe and uninterrupted access to the installation area.

12.7. The Customer must arrange, where reasonably required:

(a) access to the site at the agreed date and time;

(b) a clear and safe working area;

(c) suitable lighting and electrical power;

(d) any necessary parking, loading access, permits, inductions, passes or permissions; and

(e) reasonable access to welfare and toilet facilities.

12.8. Work requested outside normal working hours, or additional time, visits, parking, permits, equipment or other costs caused by restricted access, unsuitable site conditions, delays by the Customer or other contractors, or the site not being ready, may be charged in addition to the quoted price.

12.9. T.A.D. will notify the Customer of any significant additional cost as soon as reasonably practicable.

12.10. The Customer is responsible for obtaining landlord, planning, advertising, highway, building-control and other permissions unless the Quotation expressly includes that service.

13. Vehicle and Fleet Livery

13.1. The Customer must deliver the vehicle at the agreed time, clean, dry, roadworthy, free of loose personal items and with sufficient fuel or charge for reasonable movement within T.A.D.'s private compound.

13.2. T.A.D. will not drive a Customer's vehicle on public roads. The Customer authorises T.A.D. to move the vehicle within its private compound or installation area where reasonably necessary for the work.

13.3. If a vehicle is not supplied sufficiently clean and dry, T.A.D. may carry out a standard wash and charge a fixed washing fee of £40 excluding VAT (£48 including VAT at 20%). The fee reflects the resulting time delay.

13.4. The standard wash does not include specialist decontamination, tar or adhesive removal, paint correction, polishing or treatment of oil, wax, silicone or ceramic coatings. Any such work may require a revised price and timetable.

13.5. The Customer must disclose recent paintwork, repairs, rust, filler, corrosion, lacquer failure, coatings, accident damage, non-original panels or other surface weakness. T.A.D. may decline to apply or remove graphics where the surface appears unsuitable.

13.6. Vehicle graphics may require joins, overlaps, inlays, relief cuts, edge finishing and exclusion of areas which cannot safely or reliably be wrapped. These are normal features of the process and will not constitute defects where completed with reasonable skill and care.

13.7. Unless expressly included, door shuts, deep recesses, undersides, internal faces, removable trims, badges, handles and similarly inaccessible areas are excluded.

13.8. Graphics can reveal or affect pre-existing weak paint, lacquer, filler or repairs when applied or removed. T.A.D. is not responsible for failure of a pre-existing or inadequately bonded surface unless caused by T.A.D.'s negligence.

13.9. The Customer must follow the supplied cleaning and aftercare advice and allow any advised curing period before washing. Pressure washing, harsh chemicals, abrasive cleaning, automatic brushes or incorrect maintenance may damage the graphics.

13.10. The Customer remains responsible for notifying its vehicle insurer, leasing company and any relevant authority, including the DVLA where required, of changes to colour, appearance, use or advertising.

14. Subcontracting

14.1. T.A.D. may use suitably competent subcontractors, installers, manufacturers, couriers and specialist suppliers to perform any part of the Contract.

14.2. T.A.D. remains responsible to the Customer for performance of its contractual obligations where work is subcontracted, subject to these Terms.

14.3. Subcontractors may receive information reasonably necessary to perform the work and will be required to comply with applicable site, safety, RAMS, confidentiality and data-protection requirements.

14.4. No individual employee or named person is personally required to perform the Services unless the Quotation expressly states otherwise.

15. Promotions and Discounts

15.1. A discount or promotional price applies only to the Quotation in which it is stated and is subject to any stated expiry date, quantity, payment, display or other condition.

15.2. An ordinary commercial discount will be shown in the Quotation as an amount or approximate percentage. Unless stated otherwise, it does not create an entitlement to the same discount on future orders.

Promotional branding or graphics discount

15.3. Where a Quotation states that its price includes a promotional discount in return for T.A.D.'s agreed branding or graphics remaining displayed, the Quotation will identify the discount amount, installation location and minimum display period.

15.4. The Customer must keep the agreed branding or graphics clearly displayed and must not remove, cover or materially alter them during the promotional period without T.A.D.'s prior written agreement.

15.5. The Customer is responsible for repair or replacement of damaged glass or other underlying property and must give T.A.D. reasonable access to reinstate the graphics for the remainder of the promotional period, where reinstatement is reasonably required.

15.6. If the agreed branding or graphics are removed, covered or materially altered before the promotional period ends, the price will revert to the undiscounted price and the promotional discount, plus VAT, will become payable to T.A.D.

15.7. Clause 15.6 does not apply where removal is required because of a failure caused by T.A.D., is necessary for safety or law, or has been approved by T.A.D. in writing. Where practicable, the Customer must give T.A.D. an opportunity to inspect and rectify the issue first.

16. Customer Changes, Cancellation and Suspension

Changes and cancellation by Business Customers

16.1. A Business Customer may request a change or cancellation, but it is effective only when T.A.D. accepts it in writing.

16.2. If T.A.D. accepts a Business Customer's cancellation, the Customer must pay for work completed, studio and production time used, materials ordered or committed, non-refundable supplier or subcontractor charges, storage or disposal costs and any reasonable direct net loss caused by the cancellation after T.A.D. has taken reasonable steps to mitigate that loss.

16.3. A change may require a revised price, deposit, proof, production method and completion date. T.A.D. is not obliged to proceed with the change until these matters have been agreed.

Consumer cancellation rights

16.4. Where a Consumer Contract is made at a distance or away from T.A.D.'s premises, the Consumer may have a statutory right to cancel within 14 days. T.A.D. will provide the legally required information where that right applies.

16.5. The statutory change-of-mind cancellation right does not normally apply to Goods made to the Consumer's specifications or clearly personalised, including bespoke printing, signage, graphics and artwork.

16.6. Where a cancellation right applies to Services, T.A.D. will not begin during the cancellation period unless the Consumer expressly requests early performance. If the Consumer cancels after work has begun, the Consumer may be required to pay a proportionate amount for Services already supplied. If the Services are fully performed following the Consumer's express request and acknowledgement, the right to cancel is lost once performance is complete.

16.7. A Consumer may use the model form in Appendix 1 or make any other clear statement of cancellation. The form applies only where a statutory cancellation right exists.

Suspension or termination by T.A.D.

16.8. T.A.D. may suspend work, delivery or installation if the Customer fails to pay on time, provide instructions or approval, make the site available, remedy an unsafe condition, or otherwise materially breaches the Contract.

16.9. Where reasonably practicable, T.A.D. will explain the reason and allow a reasonable opportunity to remedy the breach. T.A.D. may terminate the affected Contract if a material breach is not remedied within the stated period or cannot be remedied.

16.10. Suspension or termination does not affect accrued rights. The Customer must pay sums properly due for work completed and committed costs, subject to applicable Consumer law.

Refunds, timing and payment method

16.11. For Business Customers, any refund following an agreed cancellation will be calculated after accounting for amounts properly due under clauses 16.2 and 16.10, payments already made and any applicable written variation. T.A.D. will provide a reasonable explanation of any retained amount on request. A full refund may be offered at T.A.D.'s discretion as a goodwill resolution without waiving the application of these Terms to other orders.

16.12. Where T.A.D. agrees a discretionary refund in writing, it will make the refund without undue delay and no later than 14 calendar days after confirming the amount to be refunded. T.A.D. will aim to process agreed refunds sooner where reasonably practicable. This does not postpone any shorter or different deadline imposed by law.

16.13. Where a Consumer has a statutory right to a refund, T.A.D. will comply with the applicable statutory trigger, deadline and conditions, including any required reimbursement without undue delay and within 14 days. Administrative approval, requests for additional confirmation and internal payment procedures will not extend statutory deadlines.

16.14. Refunds will normally be made by the same payment method originally used, unless the Customer expressly agrees another lawful method. T.A.D. will not impose an administration fee for issuing a statutory Consumer refund. Time taken by a bank or payment provider to display a refund after it has been made may vary.

16.15. Nothing in this Section excludes a Consumer's statutory rights or prevents a Customer from seeking an appropriate remedy where T.A.D. has breached the Contract.

17. Defects, Delivery Issues and Remedies

Notification by Business Customers

17.1. A Business Customer, whether purchasing as TRADE or CASH, must inspect Goods promptly and notify T.A.D. in writing of visible transit damage, shortages or incorrect Goods within two Working Days after delivery or collection.

17.2. A Business Customer must notify an apparent production or installation defect within five Working Days after delivery, collection or installation, and must notify a hidden defect promptly after discovery and, where reasonably practicable, within five Working Days after discovery.

17.3. Failure by a Business Customer to notify within those periods may prevent T.A.D. from investigating a carrier or production claim and may affect the remedy available, but does not exclude liability where it would be unreasonable or unlawful to do so.

Notification by CASH Consumers

17.4. A CASH Customer who is a Consumer should also notify visible delivery damage, shortages or incorrect Goods within two Working Days and apparent defects within five Working Days so that T.A.D. can investigate promptly. Failure to meet those requested timescales does not remove or reduce the Consumer's statutory rights.

Investigation and remedy

17.5. A complaint should identify the order, explain the issue and include photographs, video, packaging, measurements or other evidence reasonably requested by T.A.D.

17.6. The Customer must allow T.A.D. a reasonable opportunity to inspect the Goods, installation, surface or site before another person alters, removes, repairs or replaces the affected work, except where urgent action is reasonably necessary to prevent injury or further damage.

17.7. Normal production tolerances, approved artwork content, expected material behaviour, disclosed limitations, reasonable ageing and matters caused by misuse, unsuitable surfaces, third parties or failure to follow aftercare instructions are not defects by themselves.

17.8. Where T.A.D. accepts responsibility, it may use the remedy which is reasonable and proportionate in the circumstances, including inspection, adjustment, repair, rework, partial replacement, full replacement, price reduction or refund where legally required.

17.9. Goods must not be returned without T.A.D.'s agreement. T.A.D. will give reasonable return, collection or inspection instructions. Statutory Consumer return rights remain unaffected.

17.10. Any manufacturer or material warranty is additional to, and does not replace, rights which the Customer has against T.A.D. under the Contract or applicable law.

18. Product Life, Warranties and Aftercare

18.1. Because products, materials, surfaces, locations, use and environmental conditions vary, T.A.D. does not provide a general workmanship warranty or guarantee a particular service life unless a specific written warranty is stated in the Quotation.

18.2. Any product, material or manufacturer warranty is offered only on a case-by-case basis and is subject to its stated duration, coverage, exclusions, maintenance requirements and claims procedure.

18.3. Published material-life figures are normally laboratory or manufacturer estimates and do not guarantee performance after printing, cutting, shaping, installation or exposure to weather, cleaning, chemicals, abrasion, heat, moisture, sunlight, pollution, movement or an unsuitable substrate.

T.A.D.'s 30-day rectification practice

18.4. If the Customer reports an issue within 30 days after delivery, collection or installation, T.A.D. will investigate it within a reasonable time.

18.5. Where T.A.D. determines that the issue was caused by a material supplied by T.A.D., its production process or its installation work, T.A.D. will use reasonable efforts to rectify the issue. Rectification may consist of repair, adjustment, reworking or partial or full replacement, depending on what is reasonable and proportionate; it does not always require replacement of the whole item.

18.6. This 30-day rectification practice is not a separate warranty and does not exclude or limit a Consumer's statutory rights or any express written warranty supplied with the order.

18.7. The Customer must follow all reasonable handling, storage, cleaning, maintenance and aftercare instructions. Damage or premature deterioration caused by failure to do so is not T.A.D.'s responsibility.

19. Liability and Insurance

19.1. Nothing in the Contract excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of title obligations, or any other liability which cannot lawfully be excluded or limited.

Liability to TRADE and other Business Customers

19.2. Clauses 19.2 to 19.10 apply where the Customer is a Business Customer, including a TRADE Customer or a CASH Customer purchasing wholly or mainly for business purposes.

19.3. Subject to clauses 19.1, 19.8 and 19.9, T.A.D.'s total aggregate liability arising from a Contract, whether in contract, negligence, breach of statutory duty, misrepresentation or otherwise, will not exceed the total price paid or payable under that Contract.

19.4. T.A.D. will not be liable to a Business Customer for loss of profit, revenue, business, contracts, anticipated savings, goodwill, reputation, opportunity, use, production, data or any indirect or consequential loss.

19.5. T.A.D. is not liable for a loss to the extent it results from inaccurate information, Customer-approved artwork, Customer-supplied materials, unsuitable or undisclosed site or surface conditions, a third party, misuse, failure to follow instructions, or the Customer's failure to take reasonable steps to avoid or reduce the loss.

19.6. T.A.D. is not liable for a delay or failure caused by an event covered by Section 20.

19.7. Nothing in this Section limits the Customer's duty to pay sums properly due under the Contract.

19.8. T.A.D.'s aggregate liability to a Business Customer for direct physical damage to property being worked upon is limited to £25,000 under any one Contract unless a higher limit has been expressly agreed in writing before the Contract is formed. The Customer must disclose before acceptance if the replacement value of the property being worked upon exceeds £25,000. T.A.D. may require alternative arrangements, additional insurance or revised terms before accepting the work.

19.9. T.A.D.'s liability for direct physical damage caused by its negligence to other third-party tangible property, excluding the property being worked upon, is limited to £10,000,000 for any one event or series of events arising from the same cause.

19.10. Insurance held by T.A.D. does not increase its contractual liability, create a direct right against an insurer or guarantee that a particular loss is insured.

Liability to Consumers

19.11. T.A.D. is responsible to a Consumer for loss or damage which is a foreseeable result of T.A.D.'s breach of the Contract or failure to use reasonable care and skill.

19.12. T.A.D. is not responsible for loss or damage which was not foreseeable, was caused by information or materials supplied by the Consumer, or could reasonably have been avoided by the Consumer following T.A.D.'s instructions.

19.13. T.A.D. supplies Goods and Services to a Consumer only for private use. If a Consumer uses them for a commercial or business purpose, T.A.D. is not liable for business losses, subject always to rights which cannot lawfully be excluded.

19.14. Nothing in these Terms excludes or restricts a Consumer remedy under the Consumer Rights Act 2015 or other applicable law.

20. Events Outside T.A.D.'s Reasonable Control

20.1. Neither party is responsible for delay or failure to perform an obligation, other than an obligation to pay money already due, where caused by an event outside that party's reasonable control.

20.2. Such events may include severe weather, flood, fire, epidemic, pandemic, war, terrorism, civil disturbance, governmental action, import or export restriction, industrial dispute, utility or communications failure, transport disruption, material shortage, machinery breakdown despite reasonable maintenance, or failure of a supplier or carrier caused by such an event.

20.3. The affected party will notify the other as soon as reasonably practicable, explain the likely effect and use reasonable efforts to reduce the delay or disruption.

20.4. The affected obligations and timetable will be suspended or extended for the duration of the event to the extent reasonably necessary.

20.5. If the event prevents substantial performance for more than 30 consecutive days, either party may terminate the unperformed part of the Contract by written notice.

20.6. On termination under clause 20.5, a Business Customer must pay for completed work and reasonable committed costs. A Consumer will receive any refund required by law for Goods or Services not supplied.

21. Data Protection and Privacy

21.1. Each party will comply with applicable data-protection and electronic-marketing law, including the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and any legislation that amends or replaces them.

21.2. T.A.D. will normally act as the data controller for personal information it collects and uses to manage enquiries, Quotations, Customers, Contracts, payments, deliveries, installations, complaints and its business operations.

21.3. Further information about the personal information T.A.D. collects, its purposes and lawful bases, retention periods, sharing arrangements and individual rights is contained in T.A.D.'s separate Privacy Notice available at:

https://www.tadltd.co.uk/useful/contact/

21.4. T.A.D. may use personal information where reasonably necessary to:

(a) respond to enquiries and prepare Quotations;

(b) form and perform Contracts;

(c) communicate with Customers and their personnel;

(d) process payments and maintain accounting and taxation records;

(e) manufacture, deliver and install Goods;

(f) provide customer service and investigate complaints;

(g) protect its premises, systems, personnel and legal rights;

(h) prevent fraud and comply with legal obligations; and

(i) send marketing communications where permitted by law.

21.5. T.A.D. may share personal information where reasonably necessary with its employees, subcontractors, couriers, payment providers, accountants, IT and hosting providers, professional advisers, insurers, regulators and public authorities. T.A.D. will not sell personal information.

21.6. Where a service provider processes personal information for T.A.D., T.A.D. will take reasonable steps to require appropriate confidentiality, security and data-protection arrangements.

21.7. Where personal information is transferred outside the United Kingdom, T.A.D. will use an appropriate lawful transfer mechanism where required.

Personal information supplied by the Customer

21.8. The Customer confirms that it is entitled to supply any personal information contained in artwork, photographs, mailing lists, contact details, identification, specifications or other materials provided to T.A.D.

21.9. Where the Customer supplies personal information relating to employees, clients, visitors or other individuals, the Customer is responsible for providing any required privacy information and obtaining any necessary permission or other lawful basis for its intended use.

21.10. Where T.A.D. processes personal information solely on the Customer's behalf for the purpose of producing the agreed Goods or Services, T.A.D. will:

(a) process that information only as reasonably necessary to perform the Contract or comply with law;

(b) ensure that personnel handling it are subject to appropriate confidentiality obligations;

(c) maintain reasonable technical and organisational security measures;

(d) use appropriately appointed service providers where necessary;

(e) notify the Customer without undue delay after becoming aware of a material personal-data breach affecting that information; and

(f) delete or return the information when it is no longer reasonably required, subject to legal, accounting and legitimate record-keeping requirements.

Photographs and marketing

21.11. The use of project photographs and video is subject to Section 4. T.A.D. will not intentionally publish identifiable personal information without an appropriate lawful basis and will obtain consent where consent is legally required.

21.12. Marketing preferences can be changed at any time by using the unsubscribe facility in a marketing email or by contacting accounts@tadltd.co.uk. Opting out of marketing does not require T.A.D. to delete information that it must or is otherwise lawfully entitled to retain for contractual, accounting, legal or record-keeping purposes.

Individual rights and complaints

21.13. Depending upon the circumstances and lawful basis being used, individuals may have rights to request access, correction, erasure, restriction or transfer of their personal information and to object to its use or withdraw consent.

21.14. Privacy questions and requests may be sent to accounts@tadltd.co.uk. T.A.D. may request reasonable information to verify the identity of the person making a request.

21.15. Individuals also have the right to complain to the Information Commissioner's Office. Current contact information is available at www.ico.org.uk.

21.16. Website cookies and similar technologies will be addressed separately in T.A.D.'s Privacy Notice and Cookie Notice.

21.17. Nothing in this Section reduces any right or obligation arising under applicable data-protection law.

22. Complaints and Dispute Resolution

22.1. T.A.D. aims to resolve complaints fairly and promptly.

22.2. A complaint should be sent to accounts@tadltd.co.uk or by post to T.A.D. Limited, Pentagon House, London Road, Nottingham, Nottinghamshire, NG2 3AX.

22.3. The Customer should provide its contact details, order or invoice number, a clear description of the issue, relevant correspondence and any photographs, video, measurements or other supporting evidence.

22.4. T.A.D. will acknowledge a complaint promptly and will normally do so within five Working Days.

22.5. The Customer must provide reasonable cooperation and allow inspection where relevant. Investigating or attempting to resolve a complaint does not by itself amount to an admission of liability.

22.6. T.A.D. will aim to provide a substantive response or proposed way forward within 20 Working Days after receiving sufficient information. If more time is reasonably required, T.A.D. will explain why and provide an update.

22.7. If the Customer remains dissatisfied, it may ask for the complaint to be reviewed by a director or senior manager who has not been principally responsible for the original decision, where reasonably practicable.

22.8. Before commencing court proceedings, each party should make reasonable use of this internal process, except where urgent relief is required or a legal limitation period may expire.

Consumer disputes and ADR

22.9. If a Consumer complaint remains unresolved, T.A.D. will provide information about an accredited alternative dispute resolution provider where required by law and will state whether T.A.D. is obliged or willing to participate.

22.10. Nothing in these Terms requires T.A.D. to use a particular alternative dispute resolution provider unless T.A.D. confirms that it will do so or participation is legally required. The parties may agree to mediation or another appropriate process.

Business disputes and payment

22.11. T.A.D. and a Business Customer may agree to refer a dispute to mediation before court proceedings where that is proportionate to the amount and issues involved.

22.12. Nothing in this Section prevents T.A.D. from recovering an overdue or undisputed payment, exercising a contractual right to suspend, or seeking urgent protective or injunctive relief.

22.13. Where a TRADE Customer disputes only part of an invoice, order or Contract, the Customer must pay the undisputed balance in full by the original payment due date. The dispute does not entitle the Customer to withhold payment for any completed and undisputed part of the work, or any amount due under another invoice, order or Contract. Only the amount genuinely and reasonably in dispute may be withheld while the matter is investigated.

22.14. Nothing in this Section removes any statutory right or prevents either party from bringing a claim before a court with jurisdiction.

23. General Contract Provisions

Communications and notices

23.1. Routine communications concerning a Quotation, order or Contract may be sent by email using the contact details supplied by the parties.

23.2. Any formal notice given under the Contract must be in writing and sent using one of the following methods:

(a) delivered by hand to the receiving party's postal address;

(b) sent to that address by prepaid first-class post or another next-working-day delivery service; or

(c) sent by email to the receiving party's notified email address.

The relevant postal and email addresses will be those stated in the Quotation, order or most recent written notification supplied by that party.

23.3. A notice will be treated as received:

(a) if delivered by hand, when left at the correct address during normal business hours, or on the next Working Day if delivered outside those hours;

(b) if sent by post or next-working-day delivery service, at 9:00am on the second Working Day after posting; or

(c) if sent by email, on the next Working Day after transmission, provided that the sender has not received a delivery-failure notification.

23.4. Clauses 23.2 and 23.3 do not apply to the formal service of court proceedings or other legal documents where different legal rules apply.

Changes to the Contract

23.5. No change to the Contract will be binding unless agreed in writing by T.A.D. and the Customer. An exchange of emails between authorised representatives is sufficient unless the Contract expressly requires a signed document.

Transfer of the Contract

23.6. The Customer may not assign or transfer its rights or obligations under the Contract without T.A.D.'s prior written consent, which will not be unreasonably withheld or delayed.

23.7. T.A.D. may assign or transfer the Contract in connection with a sale, transfer or reorganisation of its business, provided that doing so does not reduce a Consumer's rights or guarantees under the Contract. T.A.D. will notify the Customer where reasonably practicable.

Relationship between the parties

23.8. Nothing in the Contract creates a partnership, joint venture, employment relationship or agency between T.A.D. and the Customer. Neither party has authority to enter into commitments on behalf of the other unless expressly authorised in writing.

Delay in enforcing rights

23.9. A failure or delay by either party in exercising any contractual or legal right does not waive that right. Exercising a right only once or in part does not prevent it from being exercised again.

Severability

23.10. If any provision of the Contract is found to be unlawful, invalid or unenforceable, it will be treated as removed or modified only to the minimum extent necessary. The remaining provisions will continue in effect.

Third-party rights

23.11. Unless the Contract expressly states otherwise, no person other than T.A.D. and the Customer has any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

Entire agreement — TRADE and other Business Customers

23.12. Where the Customer is a Business Customer, including a TRADE Customer or a CASH Customer purchasing wholly or mainly for business purposes, the Contract constitutes the entire agreement between the parties concerning its subject matter and replaces any earlier discussions, correspondence, assurances or understandings relating to that Contract.

23.13. Each party acknowledges that, when entering into a Contract as a Business Customer, it does not rely upon any statement or representation that is not recorded in the Contract. Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

Consumers

23.14. Clauses 23.12 and 23.13 do not apply to a Consumer. Information or promises given to a Consumer about T.A.D., the Goods or the Services may form part of the Contract where provided by applicable consumer law. Nothing in these Terms excludes or restricts a Consumer's statutory rights.

Continuing provisions

23.15. Any provision which is intended by its nature to continue after completion, cancellation or termination of the Contract—including provisions concerning payment, ownership, intellectual property, confidentiality, liability and dispute resolution—will remain in effect.

24. Governing Law and Courts

24.1. The Contract and any dispute or claim arising from it will be governed by the laws of England and Wales.

TRADE and other Business Customers

24.2. Where the Customer is a Business Customer, including a TRADE Customer or a CASH Customer purchasing wholly or mainly for business purposes, the courts of England and Wales will have exclusive jurisdiction to determine any dispute or claim arising from the Contract.

Consumers

24.3. A Consumer domiciled in the United Kingdom may bring proceedings against T.A.D. in the courts of England and Wales or in the courts of the part of the United Kingdom in which the Consumer is domiciled.

24.4. T.A.D. may bring proceedings against a Consumer domiciled in the United Kingdom only in the courts of the part of the United Kingdom in which that Consumer is domiciled, except where applicable law permits otherwise.

24.5. Nothing in this Section deprives a Consumer of any mandatory legal protection or right to bring proceedings in another court which cannot lawfully be excluded by agreement.

Appendix 1 — Model Cancellation Form

Use this form only if you are a Consumer and a statutory right to cancel applies. You may use this form, but you do not have to; any clear statement of cancellation is sufficient.
Delete wording which does not apply. Sending this form before the end of the applicable cancellation period is sufficient even if it is received later.

T.A.D. Limited
Pentagon House
London Road
Nottingham
Nottinghamshire
NG2 3AX

accounts@tadltd.co.uk

I/We hereby give notice that I/We cancel my/our contract of sale of the following Goods / for the supply of the following Services:

Goods or Services:

Ordered on / received on:

Name of Consumer(s):

Address of Consumer(s):

Signature, only if this form is notified on paper:

Date: