

## Definitions

"Us" & "We" - United Imperial Limited t/a The Business Start-up Kit (and its associated domain name(s), Registered in England No. 04273481. VAT registration number: GB 245116920. Registered Office: The Hub, 1 Union Street, Long Eaton, NG10 1HH, United Kingdom.

"You" & "Your" - The visitor to this website, related web utilities and/or the purchaser of the products offered for sale within. If when making an order you enter the name of a company, corporation or other similar organisation then you are agreeing to these terms on behalf of that organisation. As such you must ensure that you have the necessary permission from that organisation to agree on its behalf. Such authorisation does not dissolve your personal responsibilities.

"Product(s)" - Goods and Services offered for sale by us through this website.

"Goods" - Tangible (Physical) items offered for sale to you by us through this website and, by definition, requiring postage from us to you.

"Services" - Intangible (non-Physical) benefits offered for sale to you by us through this website and, by definition, not requiring postage from us to you other than by e-mail or other electronic means including but not limited to design work / services, domain name registration etc.

"Postage" & "Delivery" & "Despatch" & "Shipping" - Physical despatch of goods from us to you by Royal Mail services, similar despatch and courier services or transport by ourselves.

## 1 General

1.1 These terms and conditions and your agreement to them are subject to English law.

1.2 These terms and conditions apply unless specific amendments or replacements are outlined relating to the individual product or service.

1.3 Where these terms and conditions are considered contradictory to English law then the law takes precedent.

1.4 Your statutory rights are not effected.

1.5 Where the goods or services are offered through other means including (but not limited to) sales in person or by post – it is noted that those transaction will be covered by statutory retail laws, specifically agreed terms or contracts and not these terms.

## 2 Goods and Services Offered

2.1 The products on this website are restricted to sale to individuals, companies, corporations, charities or other such organisations based in or registered in the United Kingdom, Channel Islands, or the Isle of Man.

No orders from elsewhere in the world will be accepted.

2.2 We cannot accept orders from anyone promoting a business which is illegal in the United Kingdom, or that in our sole discretion constitutes a religious organisation, or a political party and/or lobby group.

2.3 Orders from tobacco retailers, manufacturers or wholesalers may be limited.

2.4 Every effort is made by us to make sure that this web site is up to date and offers a true and fair representation of the service and goods featured.

2.5 Goods and Services are sold as described and are offered at the price(s) outlined.

2.6 Prices are subject to change at any time without notice.

2.7 Any sale prices, discount offers and special promotions are entirely at our discretion and are subject to withdraw or modification at any time.

2.8 Once you have made a purchase from us then you will not be charged (or requested to pay) more than the price(s) shown online at the time of ordering which will be considered agreed by both you and us.

**Therefore by ordering you are agreeing to appoint us to supply the products (services and goods) described in full. Attempts to use, exploit or otherwise reduce the package of services and goods by non payment or only part payment, unless specifically agreed by us in writing, will be considered breach of contract and may result in us taking legal action against you.**

2.9 Once your initial order is received we will contact you by your chosen method within 2 working days to discuss further your logo design requirements.

2.10 We will then aim to provide a draft of your logo design, your mock website and your suggested domain name registration within a further 3 working days **(subject to you making payment – see section 3)**

2.11 At this point you may reject our draft logo and/or suggested domain name and request that we revise your logo and/or suggested domain name. Such revisions may take up to a further 3 working days.

2.12 In the interests of fair use of our services and fraud prevention, if after we have supplied our third draft logo and/or third domain name suggestion, and these too are rejected by you, we reserve the right to cancel your order. In such cases you will receive a full refund.

It should be noted that draft logos feature security elements which mean that if draft logos supposedly rejected are then copied or otherwise used, this can be identified by us. Such cases will result in action to recover the cost and value of our design services and any associated legal costs.

2.13 We also reserve the right to cancel orders where we have supplied a draft logo and/or domain name suggestion where we subsequently fail to receive a reply to within 28 days (unless we agree a longer period with you in advance of our draft). In the event of such cancellations you will not receive a refund.

2.14 Once you accept our draft logo and suggested domain name you are committed to them.

For the avoidance of doubt your approval will only be accepted by email, and in reply to our email featuring the draft logo and/or domain.

2.15 Your domain name will be registered and pointed to your website which will be made active within 3 working days.

2.16 You will receive your physical goods (including your digital copies of your logo etc.) with 28 days of you approving your logo.

2.17 Customers wishing to use their existing logo and/or domain name should tell us this before we commence design work. Whilst using an existing logo can speed up the delivery of your goods, this is not guaranteed before the usual 28 days. As noted in 2.8, use of an existing logo or domain name does not reduce the cost of the services for you.

2.18 Once completed and despatched the goods are entirely your property including the intellectual property of the logo and associated printable documents.

2.19 You may therefore use the graphics supplied to order additional copies from third parties. However we are more than happy to supply extra stock of your business cards, letterheads and compliment slips and at excellent rates. Ordering details will be included with your goods.

2.20 Your website included in our package includes 2 years of free web hosting. Shortly before your 2 inclusive years expire, we will email you to advise you of the cost of continuing hosting. You are not obliged to continue hosting with us but your website is not transferable to any other host, and it's availability and ongoing storage is entirely reliant on you extending your hosting.

2.21 Your website hosting also drives your email accounts from your domain name. As such these would be discontinued after the 2 years hosting period, unless it is extended. However the rights to domain names (see 2.22) extends the right to associated email accounts, and so such accounts are (in effect) transferable.

2.22 The domain name for your website will be registered on your behalf by UILdomains, a sister business to us and part of United Imperial Limited. Domains are registered for an initial period of 2 years and will need to be renewed at that time by payment of the appropriate fee via UILdomains (details will be supplied in advance). You may however choose to transfer your domain name at any time after the first 3 months of registration, to another registrar of your choice. A fee will be charged by most registrars for transfer of a .com or .net domain. Transfer of .co.uk and .uk domains is always free.

### **3 Payment**

#### **3.1 Card Payments**

3.1.1 Card Payments will be processed on our behalf by Stripe. Nothing in these terms and conditions overwrites the rights, privileges and rules of Stripe.

3.1.3 Payments will be in £ Sterling (GBP).

**3.1.5 The delivery address entered at time of ordering must match the address of your account held by your card issuer.** Other address chosen for delivery purposes are not permitted due to fraud prevention and their use is likely to lead to your transaction being rejected by Stripe.

If you need to use an alternative delivery method choose an alternative payment method.

3.1.6 Payments which are disputed and/or held by Stripe will not be worked on or goods despatched until after resolution of the dispute or hold in our favour and funds cleared. Disputes leading to a reversal will result in the order being cancelled. Where significant design work has been undertaken or domain names secured, then the associated costs will be pursued through debt collection measures or court action.

3.1.7 Any and all refunds (in whole or part) will be made back to the original card account ONLY. No other accounts will be credited.

3.2 Deleted

3.3 Deleted

3.4 Direct Debit

3.4.1 Payments can be made by Direct Debit powered by Go Cardless (<https://gocardless.com/>).

3.4.2 Nothing in these terms and conditions overwrites the rights, privileges and rules of Go Cardless.

3.4.3 Payments which are disputed and/or held by Go Cardless, or which are returned unpaid due to lack of funds, or for any other reason, will not be worked on or goods despatched until after resolution of the dispute or hold in our favour and funds cleared. Disputes leading to a reversal will result in the order being cancelled. Where significant design work has been undertaken or domain names secured, then the associated costs will be pursued through debt collection measures or court action.

3.4.4 Any and all refunds (in whole or part) will be made back to the original account via Go Cardless ONLY. No other accounts will be credited.

#### **4 Postage/Despatch**

4.1 Postage is free on all orders.

4.2 All goods will be despatched in good faith as soon as possible after production and always within 28 days of your approval of your logo.

4.3 We reserve the right to despatch goods using a method of our choice. Allow up to 14 days from date of despatch to receive your goods.

4.4 Mainland UK (inc. Scottish Islands): Whilst we are not responsible for loss or damage of your goods once they are despatched, we will however use secure and/or tracked methods wherever possible. Should we at our sole discretion be satisfied that the loss or damage was due to negligence of the carrier involved, and we can make a claim against the carrier, we will supply replacement goods without additional charge. Never the less such goods will be despatched only after 28 days.

CI and IoM: Replacement goods will **not** be despatched to customers in the Channel Islands or Isle of Man.

Customers in these territories who fail to receive their goods must pay for new goods to be despatched and seek any associated cost from the carrier directly.

Our assistance will be strictly limited to supplying you with the proof of despatch.

4.5 Once despatched in good faith any and all costs relating to postage will not be refunded if you chose to cancel the order and/or return all or some of the goods.

## **5 Returns & Refunds**

5.1 Orders may be cancelled at any time up to commencement of design work on your order. Such cancellations will receive a full refund. Design work is deemed to have started immediately after we have talked to you by phone regarding your design requirements, or you have replied to our email about the same.

5.2 If you believe that the goods you receive are not as described at the time of purchase or are faulty or potentially dangerous we will be happy to offer you a full refund (including postage and return postage costs).

Please contact us as soon as possible with what is wrong with the goods before returning them. Please notify us by e-mail to: [billing@unitedimperial.co.uk](mailto:billing@unitedimperial.co.uk). We need to receive your complaint within 14 days and receive any faulty goods back to us within 21 days of delivery date unless we agree otherwise. If upon return of your goods we are satisfied that your complaint or concern is genuine we will happily refund you (including original postage and your return postage costs). We reserve the right to make a refund excluding postage, or no refund at all in the event that the goods are found to be as described and/or not faulty.

5.3 When we have agreed to a refund (in whole or part) the refund will be made back to you using your original payment method as outlined in section 3. No alternative payment method(s) will be offered or considered.

5.4 Your statutory rights are not affected.

## **6 Viewing the Website**

6.1 Your viewing and use of this web site is subject to acceptance of these terms and conditions in full.

6.2 Every effort is made by us to make sure that this web site is up to date and offers a true and fair representation of the products and/or services featured.

6.3 You must use this site fairly. Unfair use includes (but is not limited to) excessive automated blind redirections to the site, spam emailing, virus propagation activities, etc. which may be harmful to the web site, its other users and viewers or us. Such behaviour may lead to civil prosecution. If considered illegal a report will be made to the police.

6.4 By viewing the site you are agreeing to the terms laid out in our [privacy policy](#).

## **7 Disclaimer**

7.1 The viewing and use of this site (and other linked sites and utilities) is entirely at your own risk. United Imperial Limited accepts no responsibility or liability for any damage or loss however caused.

7.2 Use of the product and/or services featured is entirely at your own risk. United Imperial Limited accepts no responsibility or liability for any damage, injury, death or loss however caused.

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