



Terms and Conditions. Updated September 2023

1. Interpretation

“Buyer” means the person who accepts a quotation from the Company for the sale of Goods or whose order for the Goods is accepted by the Company.

“Goods” means the goods (including any instalment of the Goods) which the Company is to supply in accordance with these Conditions.

“Seller” means The Flag Consultancy Limited (registered in England No. 3653442, whose registered office address is Omega House, 112 Main Road, Sidcup, Kent DA14 6NE.

“Conditions” means these standard terms and conditions of sale and includes any special terms and conditions agreed in writing by the Seller.

“Contract” means the contract for the purchase and sale of the Goods.

“Writing” includes letter, email and comparable means of communication.

2. Basis of the Sale

All Goods sold by the Seller are subject to these Conditions which shall govern the Contract. All Contracts are to be in Writing and in no circumstances will any of these Conditions be varied unless expressly agreed in Writing by an authorised official of the Seller.

The Seller’s employees or agents are not authorised to make any representations, give advice or recommendations concerning the Goods unless confirmed by the Seller in writing. In entering the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations not so confirmed.

For contracts agreed in currency other than Sterling the Seller reserves the right to renegotiate where the exchange rate works adversely against the Seller.

3. Quotations

The prices, quantities and delivery times stated in any quotation are commercial estimates only, which the Seller will make all reasonable efforts to achieve. They do not constitute an offer to sell.

4. Delivery

Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller’s premises after the Seller has notified the Buyer that the Goods are ready for collection or if some other place for delivery is agreed by the Seller.

Any dates given for delivery are approximate and the Seller shall not be liable to the Buyer for any loss or damage, whether direct, indirect or consequential if is delayed or prevented, in whole or in part, from delivering the goods.

If the Buyer refuses or fails to take delivery of the Goods on the date of the delivery, the Seller will be entitled at its own discretion to:

Store the goods at the risk of the buyer. The Buyer shall in addition to the price payable under the Contract pay all costs and expenses of such storage and any additional costs of carriage otherwise



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incurred. Sell the Goods at the best price readily obtainable and (deduct all reasonable storage and selling expenses) and account to the Buyer the excess over the price under the contract or charge the Buyer for any shortfall below the price of the Contract.

5. Risk and property

Risk of damage to or loss of the Goods shall pass to the Buyer:

At the time the Goods are despatched or in the case of goods to be collected at the time when the Seller notifies the Buyer that the Goods are ready of collection.

If the Buyer wrongfully fails to take delivery of the Goods the time when the Seller has tendered delivery of the Goods.

The Seller shall retain title and ownership of the Goods until it has received in cash or cleared funds payment in full of the price of the Goods. If payments made by the Buyer are not stated to refer to a particular invoice the Seller may appropriate such payments to any outstanding invoices.

Until such time as the title in the Goods passes to the Buyer, the Goods shall be properly stored, separately from any goods which belong to the Buyer, insured, and clearly marked and identifiable as the Seller's property.

Until such time as title in the Goods passes to the Buyer (and provided the Goods are still in existence and have not be resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

Where the Seller or his sub-contractor carries out any fitting of the Goods it shall be the Buyer's responsibility to ensure that no services are obstructed, and that damage caused there to is also the responsibility of the Buyer. It is the responsibility of the Buyer to ensure that any structure that is to bear the Goods is of adequate strength and in good enough repair to support those Goods.

6. Orders

The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order submitted by the Buyer.

No order, which has been accepted by the Seller, may be cancelled by the Buyer except on the terms that the Buyer shall indemnify the Seller against all loss (including loss of profit) costs, damages, charges and expenses incurred by the Seller as a result of the cancellation.

A minimum charge of £20.00 plus carriage & VAT will be made on all orders.



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7. Products and Services

Flags

Colour of the Goods will conform to nearest stock shades of base material on all Goods not printed. Where Goods are printed colour will conform to a commercial tolerance of a specified pantone shade or a sample of the colour on the substrate in which the Goods are to be produced.

The Seller will not be held responsible for producing Goods to the Buyer's specification if that specification subsequently fails to meet the Buyer's requirement or expectations.

Artwork is the sole responsibility of the Buyer unless otherwise agreed in writing with the Seller. In this case the Buyer will be required to sign a proof before production takes place. All design sizes are approximate; the proportions of the final design will be scaled to the size of the Good's. It is the responsibility of the Buyer to ensure that the proportions on any artwork are the same as those of the Good's size. The Seller shall retain copyright of its own designs and accept no responsibility for any infringement of patent or copyright or registered design of any third party in carrying out the Buyer's instructions.

Hired Goods

Hired goods are the responsibility of the hirer. They must be returned in the same condition as supplied. Any damage losses or misuse will be charged accordingly as new. Do not attempt to repair or wash hired goods without written permission.

Flagpole Supply

All our fibreglass Flagpoles come with a manufacturer's 10-year guarantee, except for fair wear & tear & accidental damage from date of supply.

Flagpole Installation

All installation's carried out by The Flag Consultancy Limited's engineers are guaranteed for a period of 2 years, except for accidental damage caused by third parties, from the date of installation.

Inspections and Maintenance

All inspections carried out by The Flag Consultancy Limited's engineers under PUWER 1988 (Provision and Use of Work Equipment Regulations) are warranted for a period of either 6 or 12 months as stated on the certificate.

Specification of Goods

The Seller reserves the right to make any changes to the specification of the Goods so that the Goods conform with any applicable safety or other statutory requirements, where the Goods are to be supplied to the Seller's specification which do not materially affect the quality of performance. It is the Buyer's responsibility to ensure that the use to which the Goods are put, complies with the



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requirements of the Local Planning Authority and other interested parties, and that in the event of an infringement thereof the Buyer will not be entitled to any breach of contract of sales or claim against the Seller.

8. Price of Goods

The price payable for the Goods shall be as stated in the Seller's price list (or quotation relating to the goods) unless otherwise stipulated in writing by the Seller, but the seller reserves the right at any time before the contract is made to alter its prices.

The price is exclusive of delivery, insurance and Valued Added Tax. Customs duties and other similar charges all of which shall be added to the price.

The Seller reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller.

Where the Seller has to import materials & goods to fulfil the order they reserve the right to vary the price quoted to reflect any differences between the rate of exchange for purchase of the relevant currency quoted by the NatWest Bank on the date of the quotation and on the date the Seller is invoiced for the relevant material by the supplier.

9. Terms of Payment

The Seller shall be entitled to invoice the Buyer (if they have an authorised credit account) for the price of the Goods on or at any time after despatch of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection. New Buyers will be required to pay the Seller up front prior to dispatch of goods or services until a credit account has been authorised.

The Buyer shall make payments for the Goods in pounds sterling within 30 days of the date of the Seller's invoice notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be the essence of the contract.

If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: –

Cancel the contract or suspend any further deliveries to the Buyer.

Appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit.

Cancel any or all other contracts between the Buyer and the Seller and the Buyer shall be liable to the Seller for any loss sustained as a result of such cancellation by the Seller.

Charge the Buyer interest (both before and after any judgment) on the amount, at a rate 5 percent above the Bank of England base rate until such time that the payment is made in full.



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10. Payment Methods

BACS The Flag Consultancy Limited Account No. 79234097 Sort Code. 56-00-03
BIC NWBK GB 2L
IBAN GB43 NWBK 5600 0379 2340 97
All major credit cards are accepted except AMEX.

11. Warranty

The Seller will have the discretion to refund, repair or replace free of charge any Goods which its examination confirms as defective, provided:

The Buyer makes a full inspection of the Goods immediately upon delivery and the Buyer notifies the Seller in writing forthwith of any defects it discovers.

The Buyer has only used the Goods in accordance with any instructions or recommendations of the Seller.

The Goods have not been adjusted, altered, adapted or repaired by any party other than the Seller and in particular not further processed by the Buyer.

The Goods are either made available to the Seller or his agent for an inspection or returned to the Seller at the Buyer's own expense, as the Seller may request.

In no circumstances shall the Seller's liability to the Buyer for any breach of warranty exceed the price paid for the Goods with respect to which the claim is made.

The Seller shall under no circumstances be liable for any indirect, special or consequential loss however arising.

Except as provided for in these conditions, there are no warranties, express or implied, of merchantability or fitness for a particular purpose or of any other kind except as to title. All conditions and warranties which would otherwise be implied by statute or under common law so far as possible are hereby excluded.

12. Insolvency of the Buyer

In the event that the Buyer makes any voluntary agreement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or A receiver is appointed, or any of the property or assets of the Buyer, or the Buyer ceases or threatens to cease, to carry on business then without prejudice to any right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Seller, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

13. Export Terms

Where the Goods are supplied for export from the United Kingdom, the provisions of this clause shall (subject any special terms as agreed in writing between the parties) apply.



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The Buyer shall be responsible for complying with any legalisation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon. The Seller shall have no liability for any claim in respect of any defect in the Goods, which is made after shipment or in respect of any damage during transit.

14. General

Any notice required or permitted to be given by either party to the other under these conditions, shall be in Writing addressed to that party at its registered office or principal place of business. If any of the provisions of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions shall not be affected.

Any dispute, which cannot be resolved between the parties through mediation or arbitration, will be referred to third parties for recovery.

The Contract shall be governed by the exclusive jurisdiction of the courts of England and Wales.

1. Access to www.flagconsultancy.co.uk

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

2. Licence for website access

The Flag Consultancy Limited grants you access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of The Flag Consultancy Limited. This does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) without express written consent. You may not use any Meta tags or any other "hidden text" utilising The Flag Consultancy Limited without the express written consent of The Flag Consultancy Limited. Any unauthorised use terminates the permission or license granted by The Flag Consultancy Limited. You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the Welcome page of The Flag Consultancy Limited if the link does not portray The Flag Consultancy Limited or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any The Flag Consultancy Limited's logo or other proprietary graphic or trademark as part of the link without our express written consent.



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3. Your conduct

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not The Flag Consultancy Limited, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only.

You must not use the website for any of the following:

for fraudulent purposes, or in connection with a criminal offence or other unlawful activity to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any “spam” to cause annoyance, inconvenience or needless anxiety.

4. Copyright

All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of The Flag Consultancy Limited, its affiliates or its content suppliers and is protected by United Kingdom and international copyright and database right laws. The compilation of all content on this website is the exclusive property of The Flag Consultancy Limited and its affiliates and is protected by United Kingdom and international copyright and database right laws. All software used on this website is the property of The Flag Consultancy Limited our affiliates or our software suppliers and is protected by United Kingdom and international copyright laws. You may not systematically extract and/or re-utilise parts of the contents of the website without The Flag Consultancy Limited express written consent. You may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website, without The Flag Consultancy Limited’s express written consent. You also may not create and/or publish your own database that features substantial (e.g., our prices and product listings) parts of this website without The Flag Consultancy Limited express written consent.

5. Our contract

When you place an order to purchase a product from, we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product.

6. Pricing and availability

Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. Please note that delivery estimates are just that. They are not guaranteed delivery times and should not be relied upon as such. As we process your order, we will inform you by e-mail or phone if any products you order turn out to be unavailable.



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7. Electronic communications

When you visit The Flag Consultancy Limited or send e-mails to us, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on the website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

8. Losses

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website or when a contract for the sale of goods by us to you was formed.

9. Alteration of Service or Amendments to the conditions

We reserve the right to make changes to our website, policies, and these Terms at any time. If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

10. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any circumstances beyond our reasonable control. This condition does not affect your statutory rights.

11. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

12. Governing law and jurisdiction

These conditions are governed by and construed in accordance with the laws of England and Wales.



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