

# TERMS OF SERVICE - DECORATIVE WINDOW PAINTING FOR RUGBY TOWN FESTIVE WINDOW TRAIL

AlphaBeth Lettering Terms of Service  
Effective as of July 2026

Welcome to the AlphaBeth Lettering Terms of Service agreement. These Terms of Service ("Terms") apply to all decorative window painting services provided by **AlphaBeth Lettering** ("the Artist", "we", "us") to commercial clients ("the Client", "you").

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Service. **If you do not agree to be bound by these Terms of Service in their entirety, you may not access or use the Service.**

## PRIVACY POLICY

The Company respects the privacy of its Service users. Please refer to the Company's Privacy Policy. When you access or use the Service, you signify your agreement to the Privacy Policy as well as these Terms of Use.

## ABOUT THE SERVICE

The Artist provides bespoke hand-painted decorative artwork directly onto glass surfaces for commercial premises, including but not limited to:

- Seasonal window displays
- Promotional artwork
- Event displays
- Murals and decorative illustrations
- Lettering and branding
- Temporary or semi-permanent painted signage

For the purposes of this Festive Window Trail, the Artist will provide a bespoke designed, hand-painted window display in keeping with the council's overall theme for the trail.

## CONSULTATION & DESIGN APPROVAL

Following selection via Rugby council's selection process, the Artist will make contact with the partaking businesses and arrange a consultation meeting at a time that is mutually convenient for both Artist and Client.

The consultation includes:

- Discussion of objectives
- Design concepts

- Colour palette
- Layout
- Written content
- Agreement of installation and removal dates

Following the consultation meeting, the Artist will share up to 3 designs with the Client. A second meeting will be offered and scheduled to discuss feedback and refinement before a final design is produced for the business's approval. Only one round of changes to this design will be allowed before a final design is agreed.

Final designs must be agreed with the Client and approved by the Council by 31st October 2026. Final designs will be shared with the Council events team for approval, ensuring it compliments the trail theme.

Once the Client has confirmed the final design in writing (including email), the artwork is considered approved.

No design amendments will be made during installation once painting has commenced.

The only exception is where both the Artist and Client mutually agree that a minor modification is appropriate during installation. Such alterations are entirely at the Artist's discretion and may be subject to additional charges if they materially increase the time required.

## **CLIENT RESPONSIBILITIES**

The Client agrees to:

- Provide accurate spelling of all names, wording and business information.
- Supply any logos or branding in suitable quality before design work begins.
- Review all artwork carefully before providing final approval.
- Obtain any landlord, shopping centre or local authority permissions where required.
- Ensure reasonable access to the premises during agreed installation times.
- Keep customers and staff away from the immediate working area where reasonably possible.

The Artist cannot be held responsible for errors that were present in artwork approved by the Client.

## **INSTALLATION**

Installation of artwork will take place between 2nd November 2026 and 21st November 2026. Final installation date within this window will be confirmed and signed by Artist and Client during the consultation meeting.

Completion times are estimates only and may vary due to:

- Weather conditions
- Drying times
- Unexpected surface conditions
- Access restrictions

- Circumstances beyond the Artist's reasonable control

Where delays occur, the Artist will notify the Client as soon as reasonably practicable.

## **EXISTING WINDOW CONDITIONS**

The Artist will take reasonable care when working.

The Client acknowledges that:

- Existing scratches, chips, damaged seals, tinting films or defective glazing are outside the Artist's control.
- The Artist is not responsible for deterioration of existing defects or poor-quality window films.
- The suitability of specialist coatings or films cannot always be guaranteed unless disclosed before booking.

## **PAINTS & MATERIALS**

The Artist uses professional decorative paints specifically selected for application to glass.

All products have been previously tested to ensure they are suitable for use on glass surfaces and, when used correctly, can be removed without causing damage to the glass itself.

Removal methods may vary depending on the age of the artwork, weather exposure and the type of paint selected.

The Artist cannot guarantee compatibility with specialist films, aftermarket coatings or damaged glass.

## **INSURANCE & LIABILITY**

The Artist maintains appropriate Public Liability Insurance and Business Insurance covering accidental damage arising from the provision of services.

The Artist will exercise reasonable care throughout installation.

Where accidental damage is caused through the Artist's negligence, the Artist will deal with such matters in accordance with the terms of their insurance policy.

Nothing within these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or any other liability that cannot legally be excluded under the laws of England and Wales.

## **REMOVAL OF ARTWORK**

Removal of painted artwork is included within this body of work by the Artist and will take place between 4th - 17th January 2027, on a mutually agreed date and time within this timeframe. The Client must provide reasonable access for removal on the agreed date and time.

The Client should not use abrasive tools or harsh chemicals to remove artwork without first consulting the Artist.

## **REPAIRS, ACCIDENTAL DAMAGE & REINSTALLATION**

The Artist takes great care to produce durable, high-quality artwork. However, decorative window paintings may occasionally be damaged due to accidental impact, vandalism, weather-related incidents or other unforeseen circumstances.

Where the completed artwork is accidentally damaged or deliberately defaced (including, but not limited to, graffiti or vandalism) within 30 days of the original installation date, the Artist will, subject to availability, provide one complimentary reinstallation of the original approved design.

This complimentary reinstallation applies on one occasion only and is subject to the following conditions:

- The artwork can reasonably be recreated from the original approved design.
- The Client notifies the Artist as soon as reasonably practicable after the damage occurs.
- Safe access to the premises is available.
- Any replacement installation is carried out at a mutually agreed date and time.

This goodwill reinstallation policy does not constitute an admission of liability by the Artist and does not apply where the artwork has been intentionally removed, altered or damaged by the Client or a third party, except as expressly provided above.

## **PHOTOGRAPHY & PORTFOLIO USE**

Unless agreed otherwise in writing, the Artist reserves the right to photograph completed work and use images for:

- Portfolio
- Website
- Social media
- Marketing
- Awards and publications

No confidential business information will intentionally be disclosed.

## **INTELLECTUAL PROPERTY**

All original artwork remains the intellectual property of the Artist.

The Client receives permission to display the completed artwork at the agreed premises only.

Designs may not be reproduced, copied or commissioned elsewhere without the Artist's written permission.

## **FORCE MAJEURE**

The Artist shall not be liable for delays or failure to perform caused by events beyond reasonable control, including but not limited to severe weather, illness, accidents, transport disruption, supplier shortages or government restrictions.

## **COMPLAINTS**

Any concerns regarding the completed artwork should be reported within 5 working days of installation.

The Artist will be given a reasonable opportunity to inspect and, where appropriate, rectify any issue arising from the services provided.

## **GOVERNING LAW**

These Terms are governed by the laws of England and Wales.

Any disputes shall be subject to the jurisdiction of the courts of England and Wales.

## **CLIENT ACCEPTANCE**

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Business name:

Contact name (print):

Date:

# ALPHABETH LETTERING PRIVACY POLICY

**Last updated July 30, 2026**

This Privacy Notice for **AlphaBeth Lettering** ("we," "us," or "our"), describes how and why we might access, collect, store, use, and/or share ("process") your personal information when you use our services ("Services"), including when you:

- Visit our website at <http://www.alphabethlettering.com> or any website of ours that links to this Privacy Notice.
- Engage with us in other related ways, including any marketing or events.

## **Questions or concerns?**

Reading this Privacy Notice will help you understand your privacy rights and choices. We are responsible for making decisions about how your personal information is processed. If you do not agree with our policies and practices, please do not use our Services. If you still have any questions or concerns, please contact us at [beth@alphabethlettering.com](mailto:beth@alphabethlettering.com).

## SUMMARY OF KEY POINTS

This summary provides key points from our Privacy Notice, but you can find out more details about any of these topics by clicking the link following each key point or by using our table of contents below.

### **What personal information do we process?**

When you visit, use, or navigate our Services, we may process personal information depending on how you interact with us and the Services, the choices you make, and the products and features you use.

### **Do we process any sensitive personal information?**

Some information may be considered "special" or "sensitive" in certain jurisdictions, for example racial or ethnic origins, sexual orientation, and religious beliefs. We do not process sensitive personal information.

### **Do we collect any information from third parties?**

We do not collect any information from third parties.

### **How do we process your information?**

We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and to comply with law.

### **In what situations and with which parties do we share personal information?**

We may share information in specific situations and with specific third parties.

### **How do we keep your information safe?**

We have adequate organisational and technical processes and procedures in place to protect your personal information.

### **What are your rights?**

Depending on where you are located geographically, the applicable privacy law may mean you have certain rights regarding your personal information.

### **How do you exercise your rights?**

The easiest way to exercise your rights is by submitting a data subject access request or by contacting us.

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## 1. WHAT INFORMATION DO WE COLLECT?

### **Personal information you disclose to us**

**In Short:** We collect personal information that you provide to us.

We collect personal information that you voluntarily provide to us when you express an interest in obtaining information about us or our products and Services, when you participate in activities on the Services, or otherwise when you contact us.

### **Personal Information Provided by You**

The personal information that we collect depends on the context of your interactions with us and the Services, the choices you make, and the products and features you use. The personal information we collect may include the following:

- Names
- Phone numbers
- Email addresses
- Mailing addresses
- Contact preferences

**Sensitive Information.** We do not process sensitive information.

All personal information that you provide to us must be true, complete, and accurate, and you must notify us of any changes to such personal information.

## 2. HOW DO WE PROCESS YOUR INFORMATION?



**In Short:** We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and to comply with law. We may also process your information for other purposes with your consent.

We process your personal information for a variety of reasons, depending on how you interact with our Services, including:

- **To deliver and facilitate delivery of services to the user.** We may process your information to provide you with the requested service.
- **To request feedback.** We may process your information when necessary to request feedback and to contact you about your use of our Services.
- **To send you marketing and promotional communications.** We may process the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. You can opt out of our marketing emails at any time.
- **To save or protect an individual's vital interest.** We may process your information when necessary to save or protect an individual's vital interest, such as to prevent harm.

### 3. WHAT LEGAL BASES DO WE RELY ON TO PROCESS YOUR INFORMATION?

**In Short:** We only process your personal information when we believe it is necessary and we have a valid legal reason (legal basis) to do so under applicable law.

The GDPR and UK GDPR require us to explain the valid legal bases we rely on in order to process your personal information.

We may rely on the following legal bases:

- **Consent**
- **Performance of a Contract**
- **Legitimate Interests**
- **Legal Obligations**
- **Vital Interests**

#### **Legal Obligations**

We may process your information where we believe it is necessary for compliance with our legal obligations, such as cooperating with a law enforcement body or regulatory agency, exercising or defending our legal rights, or disclosing your information as evidence in litigation in which we are involved.

## **Vital Interests**

We may process your information where we believe it is necessary to protect your vital interests or the vital interests of a third party, such as situations involving potential threats to the safety of any person.

## **4. WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?**

**In Short:** We may share information in specific situations described in this section and/or with the following third parties.

We may need to share your personal information in the following situations:

### **Business Transfers**

We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

## **5. HOW LONG DO WE KEEP YOUR INFORMATION?**

**In Short:** We keep your information for as long as necessary to fulfil the purposes outlined in this Privacy Notice unless otherwise required by law.

We will only keep your personal information for as long as it is necessary for the purposes set out in this Privacy Notice unless a longer retention period is required or permitted by law (such as tax, accounting, or other legal requirements).

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymise such information, or securely store your personal information and isolate it from further processing until deletion is possible.

## **6. HOW DO WE KEEP YOUR INFORMATION SAFE?**

**In Short:** We aim to protect your personal information through a system of organisational and technical security measures.

We have implemented appropriate and reasonable technical and organisational security measures designed to protect the security of any personal information we process.

However, despite our safeguards, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure. We cannot guarantee that hackers, cybercriminals, or other unauthorised third parties will not be able to defeat our security.

## 7. DO WE COLLECT INFORMATION FROM MINORS?

**In Short:** We do not knowingly collect data from or market to children under 18 years of age.

We do not knowingly collect, solicit data from, or market to children under 18 years of age, nor do we knowingly sell such personal information.

If you become aware of any data we may have collected from children under age 18, please contact us at:

[Beth@alphabethlettering.com](mailto:Beth@alphabethlettering.com)

## 8. WHAT ARE YOUR PRIVACY RIGHTS?

**In Short:** In some regions, such as the EEA, UK, and Switzerland, you have rights that allow you greater access to and control over your personal information.

These rights may include:

- Access to personal information
- Correction of personal information
- Erasure of personal information
- Restriction of processing
- Data portability
- The right not to be subject to automated decision-making

We will consider and act upon any request in accordance with applicable data protection laws.

## How to Contact Us

- **Website:** <http://www.alphabethlettering.com/contact>
- **Email:** [Beth@alphabethlettering.com](mailto:Beth@alphabethlettering.com)

## ICO Contact Details

- **Website:** [ico.org.uk/make-a-complaint](http://ico.org.uk/make-a-complaint)
- **Helpline:** 0303 123 1113
- **Post:** Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

## Withdrawing Your Consent

You have the right to withdraw your consent at any time.

## Opting Out of Marketing Communications

You can unsubscribe from our marketing and promotional communications at any time by clicking the unsubscribe link in an email or by contacting us.

## 9. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting.

At this stage, no uniform technology standard for recognising and implementing DNT signals has been finalised.

Accordingly, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online.

## 10. DO WE MAKE UPDATES TO THIS NOTICE?

**In Short:** Yes, we will update this notice as necessary to stay compliant with relevant laws.

We may update this Privacy Notice from time to time.

The updated version will be indicated by an updated "Revised" date at the top of this Privacy Notice.

## 11. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?

If you have questions or comments about this notice, you may email us at:

[Beth@alphabethlettering.com](mailto:Beth@alphabethlettering.com)

Or contact us by post at:

**AlphaBeth Lettering**

55 Mallard Close

Southam, Warwickshire CV47 2US

United Kingdom

## 12. HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, details about how we process it, correct inaccuracies, or delete your personal information.

You may also have the right to withdraw your consent to our processing of your personal information.

To request to review, update, or delete your personal information, please submit a data subject access request.

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**End of Privacy Policy**



## Window Illustration Consultation Form

### Client Details

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Business Address:

\_\_\_\_\_

### Project Information

Window/Event: \_\_\_\_\_

Installation Location: \_\_\_\_\_

Purpose: Seasonal / Promotion / Event / Permanent / Other

### Design Brief

Overall look & feel:

\_\_\_\_\_

Key elements:

\_\_\_\_\_

Text to include:

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Preferred colour palette:

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Brand colours provided? Yes / No  
Reference photos supplied? Yes / No

**Additional Notes**

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**Design Approval**

I confirm the above design brief accurately reflects my requirements. The artist will provide up to 3 draft designs included in the agreed quotation. A final design will be sent alongside and invitation to meet and discuss. I understand that once the final design has been approved, no design amendments will be made during installation except for minor adjustments agreed between the Artist and Client on site.

Client Initials: \_\_\_\_\_

**Schedule**

Installation Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Removal Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signatures**

Client Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Artist (Beth Thompson): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_