

# Print On Terms and Conditions of Trading

## 1. Payment

- 1.1. All non-account work will be subject to a 25% deposit paid with order.
- 1.2. All non-account work involving creative design work will be subject to a 50% deposit paid with order.
- 1.3. Estimates are based on Print On's current costs of production and, unless otherwise agreed in writing, are subject to amendment to meet any rise or falls in such costs that have taken place by the time of delivery.
- 1.4. Estimates are given exclusive of tax and Print On reserves the right to charge and the Buyer will pay any VAT or other applicable tax.
- 1.5. All work carried out shall be charged. This includes all Preliminary Work whether or not the Buyer agrees to that work being taken forward to production.
- 1.6. Any additional work required of Print On by reason of the Buyer supplying inadequate copy, incomplete or incorrect instructions or insufficient materials; or late delivery of the same shall be charged.
- 1.7. Payment shall become due before delivery of the Work. Print On at its absolute discretion, may ask for part or full payment in advance of starting the Work.
- 1.8. If Credit Facilities have been granted, payment is due no later than 30 days from invoice date. If any item(s) remain unpaid by that due date charges will apply in accordance with Section 5A and/or Section 6 of the Late Payment Commercial Debt (interest) Act 1998 or any subsequent enactment. In addition, all invoices will become due and payable immediately and will be treated as overdue items, with appropriate charges applied and all costs reasonably incurred in collecting the debt payable by the Buyer.
- 1.9. Unless otherwise agreed in writing, the price of the Work will be "ex-works" and delivery shall be charged extra.
- 1.10. Should the Work be suspended or delayed by the Buyer for any reason, Print On shall be entitled to charge for storage and for loss or wastage of resources that cannot otherwise be used.
- 1.11. Should the suspension or delay in 1.10. above extend beyond 30 days, Print On shall be entitled to immediate payment for work already carried out, materials specially ordered and any other additional costs.

## 2. Credit Facilities

Credit Facilities may be granted to applicants who complete the Credit Application Form and who satisfy The Print On's criteria as set out from time to time. Where facilities are granted Print On reserves the right to withdraw them at any time, without having to give their reasons and, in such a case, all outstanding invoices become due and payable immediately.

## 3. Delivery

- 3.1. Delivery charges.
  - 3.1.1. Delivery will be free of charge where job value exceeds £125 (nett of VAT) and within a five (5) mile radius.
  - 3.1.2. Where job value is less than £125 (nett of VAT) but still within a five (5) mile radius a £10 delivery charge will be applied.
  - 3.1.3. Where job value is over £125 (nett of VAT) and between a five (5) mile and twenty-five (25) mile radius a £10 delivery charge will be applied.
  - 3.1.4. Where job value is under £125 (nett of VAT) and between a five (5) mile and twenty-five (25) mile radius a £25 delivery charge will be applied.
  - 3.1.5. Where the customer requests the use of an overnight courier a charge of at least £10 will be applied.
- 3.2. Delivery of the Work shall be accepted when tendered.
- 3.3. Unless otherwise agreed in writing completion and delivery times are a guide only and, whilst The Copyshop will make every effort to adhere to proposed time scales, time is not of the essence in any contract with the Buyer.
- 3.4. Unless otherwise agreed in writing, (in which case an extra charge may be made) delivery will be to kerb side at the Buyer's address and the Buyer will make arrangements for off-loading and for any additional transportation to their storage facility.
- 3.5. Subject to any agreement as per 3.4 above, delivery involving difficult access and/or unreasonable distance from vehicular access shall entitle Print On to make an extra charge to reflect its extra costs.
- 3.6. Should expedited delivery be agreed then Print On shall be entitled to make an extra charge to cover any overtime or additional costs.

## 4. Materials Supplied or Specified by the Buyer

- 4.1. Electronic Files
  - 4.1.1. It is the Buyer's responsibility to maintain a copy of any original Electronic File provided by the Buyer.
  - 4.1.2. Print On shall not be responsible for checking the accuracy of supplied input from electronic file unless otherwise agreed in writing.
  - 4.1.3. Without prejudice to clause 4.2.1 below, if an electronic file is not suitable for outputting on equipment normally adequate for such a purpose without adjustment or corrective action then Print On may make a charge for any resulting additional cost incurred or may reject the file without prejudice to his rights to payment for work one/material purchased.
- 4.2. Other Materials
  - 4.2.1. Print On may reject any disk, CD, paper, electronic files or other materials supplied or specified by the Buyer which appear to be unsuitable for the purpose intended. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by Print On in ascertaining the unsuitability of the materials then that amount shall not be charged to the Buyer.
  - 4.2.2. Without prejudice to clause 4.2.1 above, where materials are so supplied or specified, and Print On so advises the Buyer, and the Buyer instructs Print On in writing to proceed anyway, Print On will use reasonable endeavours to secure the best results, but shall have no liability for the quality of the end-product(s).
  - 4.2.3. Quantities of materials supplied shall be adequate to cover normal spoilage. Any costs incurred as a result of shortages, including re-starting jobs, duplicating masters etc. Will be charged in addition to the estimated price.
- 4.3. Risk and Storage
  - 4.3.1. Buyer's property and all property supplied to Print On by or on behalf of the Buyer shall while it is in the possession of Print On or in transit to or from the Buyer be deemed to be at the Buyer's risk unless otherwise agreed in writing and the Buyer should insure accordingly.

## 5. Finished Goods

- 5.1. The risk in the Work ad all goods delivered in connection with the Work shall pass to the Buyer on delivery and the Buyer should insure accordingly.
- 5.2. On completion of the Work, Print On will store the Buyer's materials and Work for a maximum of three months, after which time they will be destroyed without further notice.

## 6. Materials and Equipment Supplied by Print On

- 6.1. Electronic files, originals and other materials generated by Print On for the purpose of completing the Work shall remain the exclusive property of Print On.
- 6.2. Print On shall not be obliged to download any digital data from his equipment or supply the same to the Buyer on disk, tape, USB data stick or by any communication link.

## 7. Retention of Title

- 7.1. The Work remains Print On property until the Buyer has paid for it and discharged all other debts owing to Print On.
- 7.2. If the Buyer becomes subject to Insolvency and the Work has not been paid for in full then Print On may take the goods back and, if necessary, enter the Buyer's premises to do so, or to inspect and/or label the goods so as to identify them clearly.
- 7.3. If the Buyer shall sell the goods before they have been paid for in full he shall hold the proceeds of sale on trust for Print On in a separate account until any sum owing to Print On has been discharged from such proceeds.
- 7.4. Where the Buyer is in breach of the Terms or performs any act of Bankruptcy or Insolvency, Print On reserves the right to approach the Buyer's customer and to offer the work directly to them, notwithstanding the fact that this will involve advising the Buyer's customer that the Buyer is in breach or in default.

## 8. Proofs and Variations

- 8.1. Print On shall incur no liability for any errors not corrected by the Buyer where the Buyer has been provided with proofs. The Buyer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Print On's judgement, changes there from made by the Buyer shall be charged extra.
- 8.2. Where the Buyer specifically waives any requirement to examine proofs or a specified deadline makes supplying proofs impossible, Print On is indemnified by the Buyer against any and all errors in the finished work.
- 8.3. Due to the differences in equipment, paper and other conditions between proofing and production runs, a reasonable variation in colour between proofs and the completed job will be deemed acceptable.
- 8.4. Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5% for overs/unders.

## 9. Claims and Liability

- 9.1. Claims
  - 9.1.1. Advice of damage, delay or loss of goods in transit or of non-delivery must be given in writing to Print On and the carrier within three clear days of delivery (or, in the case of non-delivery, within three days of notification of dispatch of the goods) and any claim in respect thereof must be made in writing to Print On and the carrier within seven clear days of delivery (or, in the case of non-delivery, within seven days of notification of dispatch of the goods). All other claims must be made in writing to Print On within fourteen days of delivery. Print On shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Buyer proves that (i) it was not possible to comply with the requirements and (ii) the claim was made as soon as reasonably possible.
  - 9.1.2. If the Work is defective so the Buyer may in law reject it, said rejection must take place within seven days of delivery of the goods, failing which the Buyer will be deemed to have accepted the Work.
  - 9.1.3. In the event of all or any claims or rejections, Print On reserves the right to inspect the Work within seven days of the claim or rejection being notified.
- 9.2. Liability
  - 9.2.1. Insofar as is permitted by law where Work is defective for any reason, including negligence, Print On's liability (if any) shall be limited to rectifying such defect, or crediting its value against any invoice raised in respect of the Work.
  - 9.2.2. Where Print On performs its obligations to rectify defective Work under this condition, Print On shall not be liable for indirect loss, consequential loss or third party claims occasioned by defective Work and the Buyer shall not be entitled to any further claim in respect of the Work nor shall the Buyer be entitled to repudiate the contract, refuse to pay for the Work or cancel further deliveries.
  - 9.2.3. Defective Work must be returned to Print On before replacement or credits will be issued. If the subject Work is not available to Print On, we will hold that the Buyer has accepted the Work and no credits or replacement Work will be provided.
  - 9.2.4. Print On shall not be liable for indirect loss, consequential loss or third party claims occasioned by delay in completing the Work or any loss to the Buyer arising from delay in transit, whether as a result of Print On's negligence or otherwise.
  - 9.2.5. Where Print On offers to replace defective Work the Buyer must accept such an offer unless he can show clear cause for refusing so to do. If the Buyer opts to have the Work re-done by any third party without reference to Print On the Buyer automatically revokes his right to any remedy from Print On, including but not exclusively the right to a credit in respect of Work done by Print On.
  - 9.2.6. Where the Work will be forwarded by or on behalf of the Buyer to a third party for further processing the Buyer will be deemed to have inspected and approved the Work prior to forwarding and Print On accepts no liability for claims arising subsequent to the third party's processing.
  - 9.2.7. Print On reserves the right to reject any work forwarded after initial processing by a third party as soon as is reasonably practicable without processing the work any further. Should the Buyer require Print On notwithstanding to continue, then Print On is only obliged to do so after confirmation from the Buyer in writing.

**10. Insolvency:** Without prejudice to other remedies, if the Buyer becomes insolvent, Print On shall have the right not to proceed further with the contract or any other Work for the Buyer and be entitled to charge for Work already carried out (whether completed or not) and materials purchased for the Buyer, such charge to be an immediate debt due to him. Any unpaid invoices shall become immediately due for payment.

**11. General Lien:** Without prejudice to other remedies, in respect of all unpaid debts due from the Buyer, Print On shall have a general lien on all goods and property of or provided by the Buyer in his possession (whether worked on or not) and shall be entitled on the expiration of fourteen days notice to dispose of such goods or property as agent for the Buyer in such a manner and at a price as he thinks fit and to apply the proceeds towards such debts, and shall when accounting to the Buyer for any balance remaining be discharged from all liability in respect of such goods or property.

**12. Periodical Publications:** A contract for the printing of a periodical publication may not be terminated by either party unless thirteen weeks notice in writing is given in the case of periodicals produced monthly or more frequently, or twenty six weeks notice in writing is given in the case of other periodicals. Notice must be given after completion of work on any one issue. Nevertheless, Print On may terminate any such contract forthwith should any sum due there under remain unpaid.

**13. Data Protection:** The Buyer is hereby notified that Print On may transfer personal information about the Buyer to a Credit Agency pursuant to clause 2 above.

**14. Law:** These conditions and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England and Wales.

**15. Notices:** All specifications and notices relied on by either party and all variations to this agreement must be in writing and include a duly authorised signature.

**16. Consumers:** Nothing in these Terms shall affect the rights of Consumers

**17. Severability:** All clauses and sub-clauses of this Agreement are severable and if any clause or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction then such enforceability shall not affect the enforceability of the remaining provisions or identifiable parts thereof in these Terms and Conditions.