Whitehall Printing Co (Avon) Ltd
Standard Terms and Condition of Contract

1 **Interpretation:** In these conditions "work" means the goods and services (including any instalment of the goods or services or any parts for them) which Whitehall Printing Co (Avon) Ltd (herein referred to as the Company) is to supply in accordance with these conditions.

2 **Sole Contract Terms:** All quotations are made and all orders for goods and services issued by the Company are accepted subject to the following conditions that shall form and govern the contract of sale between the parties. These conditions constitute the entire agreement between the parties and shall prevail notwithstanding any unilateral variation of the Terms and Conditions by the customer. Any variation to these conditions in any document of the customer is unacceptable unless accepted in writing by the Company and signed by an authorised Director on behalf of the Company.

3 **Price and Order Variation:**
(a) Quotations are based on information supplied by the Customer and on Company current costs for production. The period of validity of each quotation shall be 30 days from the date of issue. The Company reserves the right, unless otherwise agreed in writing, to amend quotations on or at any time after acceptance if the Customer changes specification or supplies additional information or to meet any rise or fall in Company costs.
(b) All prices quoted are ex works unless otherwise agreed in writing.
(c) All prices quoted are net of Value Added Tax which will be charged where applicable along with any other taxes, duties or royalties payable against the work to be completed, whether or not included in the estimate or invoice.

4 **Preliminary Work:** All work carried out, whether experimentally or otherwise at the Customer's request, shall be charged and shall be paid for by the Customer on demand or in advance if so required by the Company who will notify the Customer in advance of such charges being incurred. A charge shall be made to cover any additional work involved where copy supplied is not clear and legible or in a format that the Company is able to take onward for production or that does not meet the criteria for submission specified by the Company. All proofs for work to be completed must be signed for by the Customer. All completed work must be signed for by the Customer. No liability shall be incurred by the Company for any errors not corrected by the Customer on proofs submitted by the Company for the Customer's approval. The Customer must approve the proofs before the work is completed. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is at the Company's discretion, alterations made by the Customer shall be charged extra.

5 **Refusal to accept Work:**
(a) The Company may at any time notwithstanding prior acceptance of any order for Work, refuse to undertake or complete all or any part of such Work, and shall be under no liability whatsoever to the Customer in respect of such refusal, but the Customer shall be liable in respect of any partially completed Work to pay the Company on a pro rata basis.
(b) No items shall be delivered to nor accepted by the Company other than the materials relating to the Work including but not limited to documents, disks, binders, papers, files, and packaging.
(c) Orders for Work placed on and accepted by the Company or documents delivered to the Company relating to Work may not be withdrawn by the Customer save with the prior consent of the Company.
(d) The Company's employees or agents are not authorised to make any representations concerning the Work undertaken unless confirmed by the Company in writing.

6 **Copyright Trademark Protection:** The Customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs etc. The Customer indemnifies, undertakes and warrants that all Work delivered to the Company shall not infringe any copyright, trademark, registered design or other proprietorial right of any third party and shall not constitute libel or otherwise render the Company open to legal action whatsoever and the Customer shall indemnify the Company its servants and agents from and against all liabilities and claims which the Company may incur as a result of undertaking Work and/or compliance with the instructions or requests of the Customer.

7 **Deposit, Delivery and Payment:**
(a) A non-refundable deposit of 50% shall be made on confirmation of order and shall be in part payment of the Price.
(b) Delivery of Work shall be accepted when tendered and thereupon or, earlier, on notification that the Work has been completed, payment shall become due.
(c) On certain classes of Work, in particular work for clients without a credit account, the Company reserves the right to insist upon payment being received prior to commencement of Work.
(d) The responsibility and cost for collection / delivery of goods lies with the Customer. Any carriage arranged by the Company is on the Customer's behalf and the Company is not liable for any delays arising out of that carriage.
(e) Should expedited delivery be agreed extra charges may be made to cover any overtime or any other additional costs involved but the Customer will be advised of such charges before they are incurred.
(f) Should Work be suspended at the request of, or be delayed through any default of, the Customer for a period extending beyond 30 days the Company shall be entitled to payment for Work already carried out, materials specially ordered and any other additional costs involved including storage.
(g) Where the Work is to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
(h) The Company's liability for failure to deliver the Work for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, shall be limited in any event to a sum not exceeding £100.

8 **Interest:** The Company shall at its discretion be entitled to charge interest at a rate up to 6% above Bank of England base lending rate from time to time per annum on any account which remains unpaid after 30 days from the date of the invoice. The Company shall be entitled to recover from the Customer all costs and disbursements incurred by the Company in employing a solicitor, debt collector or other third party to enforce or collect payment of any overdue account.

9 **Completion Dates:** No completion dates are guaranteed, time not being of the essence. In the event of a Customer paying an additional charge for an expedited completion date, and through no fault of the Customer such date is not met the Company's liability shall only extend to the refund of the additional charge for the expedited service.

10 **Variations in Quantity:** Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 percent for Work in one colour only and 10 percent for other Work. Where other Work has an excess or shortage (4 percent and 8 percent respectively for quantities exceeding 50,000) the excess Work or shortage of Work is to be charged or deducted respectively.

11 **Claims:** Any claims to the Company must be in writing within 7 days of delivery date or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. Any query regarding non-delivery must be made within 14 days of the invoice date. In so far as permitted at law, claims outside this limit will not be accepted.

12 **Liability:** All representations, guarantees, undertakings, conditions and warranties (whether expressed or implied, statutory or otherwise) are excluded from this contract. Except in respect of death or personal injury caused by the Company's negligence the Company shall not be under any liability for negligence or otherwise howsoever caused in respect of any advice given to the Customer. Without prejudice to the foregoing, the Company's liability in respect of defective or faulty Work shall be limited to rectifying the defect or fault or replacing the Work or crediting the invoice price of the goods at its option. The Company shall in no circumstances be liable for any loss or damage in excess of the invoice price of any Work or any part thereof in respect to which a claim is made.

13 **Standing Materials:** Metal, film, glass, digital media and other materials owned by the Company and used by the Company in the production of type, plates, moulds, stereotypes, film setting, negatives, positives, computer images and the like shall remain the Company's exclusive property. Such items when supplied by the Customer shall remain the Customer's property. Under normal circumstances the standing material, including the colour film, will be retained on file for a period of two years after which time the Company reserves the right to dispose of it. Duplicate copies can be supplied for an additional charge should the Customer request them within the 2 year period. Notwithstanding the above type may be distributed, negatives destroyed, computer files erased and lithographic photographic or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.

14 **Customer's Property:** Title to the Work shall not pass to the Customer until the Company has received in cash or cleared funds payment in full for the price of the Work. Customer's property and all property supplied to the Company by or on behalf of the Customer shall while it is in the possession of the Company or their agents or in transit be deemed to be at the Customer's risk, unless otherwise agreed and the Customer should insure accordingly. The Company shall be entitled to make a reasonable charge for the storage of any Customer's property left with the Company before receipt of the order or after notification to the Customer of the completion of the work. Whilst every care is taken the Company and its agents cannot accept any responsibility for loss or damage to artwork, photography, transparencies, computer files, digital media or Customer's property. Any liability shall be limited to the replacement cost of the basic material.

15 **Materials Supplied by the Customer:** The Company may reject any paper, plates, digital media or any other materials supplied or specified by the Customer that appear to be unsuitable. 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 the Company. Where materials are so supplied, the printer will take every care to secure the best results but responsibility will not be accepted for imperfect Work caused by defects in or unsuitability of material supplied or specified. Quantities of materials supplied shall be adequate to cover normal spoilage.

16 **Sub Contracting:** The Company shall be at liberty to subcontract either in whole or in part to any person, firm or company it shall think fit without notice to the Customer unless otherwise agreed in writing by the Company.

17 **Data Protection:** Basic Customer information as well as files produced for a particular job will be stored for accounting and production purposes. The Company shall remove these files at any time after full payment has been received upon requests for removal, made in writing, by the Customer.

18 **Insolvency:** If the Customer ceases to pay their debts in the ordinary course of business or cannot pay their debts as they become due or being a Company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the Company without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other Work for the Customer, such charge to be an immediate debt due to the Company, and (ii) in respect of all unpaid debts due from the Customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

19 **Illegal Matter:** The Company shall not be required to print or reproduce any matter which in its opinion is or maybe of an illegal or libellous nature, or an infringement of the proprietary or other rights of any third party and reserves the right not to print any matter which in its opinion may be prejudicial or detrimental to the good of the Company's business. The Company shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous matter and any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material presented for the Customer. The indemnity shall extend to any amounts paid for legal advice in settlement of any claim.

20 **Full Colour Printing:** Every effort will be made to obtain the best colour reproduction but because of the process involved, the Company cannot guarantee an exact colour or texture match between the Customer's original colour photography or transparency and the printed article. Customers who require colour reproduction of a specific standard and who wish to check the colour reproduction prior to printing must order a colour proof, in writing, when placing the order. An additional charge will be made for this. It is the Customer's responsibility to ensure that the colour images submitted are suitable for the Work in hand. The Company cannot accept liability for unsatisfactory results caused by unsuitable or inferior colour images.

21 **Colour Matching:** The Company will happily mix the Customer's special colour requirements or order special colours to be mixed by manufacturers if an ink sample is supplied but cannot guarantee to reproduce it exactly on additional runs or repeat orders. The Company will guarantee to match PMS colours.

22 **Force Majeure:** The Company shall be under no liability if it is unable to carry out any provision in the contract for any reason beyond the Company's reasonable control including (without limitation to the foregoing) Act of God, legislation, war, fire, flood, drought, import, or export regulations or embargoes, failure of power supply, lock-out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Customer may by written notice to the Company elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

23 **Law:** The construction, validity and performance of the Agreement shall be governed in all respects by English Law.

24 **Notice:** Notices required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office.

25 **Arbitration:** Any dispute arising under or in connection with these conditions shall be referred to arbitration by the single arbitrator appointed by agreement or (in default) nominated on the application of either party by the National Council of The British Association for Print and Communication.

26 **Severance:** If any provision of these conditions is held to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions shall not be affected thereby.