

# STANDARD CONDITIONS OF CONTRACT

## WHERE APPROPRIATE FOR 'PRINTER' READ 'BINDER'

### 1. Price variation

Estimates are based on the printer's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

### 2. Tax

Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, the printer reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

### 3. Preliminary work

All work carried out whether experimentally or otherwise, at customer's request shall be charged.

### 4. Copy

A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

### 5. Electronic files

- (a) It is the Customer's responsibility to maintain a copy of the original electronic file.
- (b) The Company shall not be responsible for checking the accuracy of supplied input from an electronic file unless otherwise agreed.
- (c) Without prejudice to clause 13, if an electronic file is not suitable for outputting on equipment normally adequate for such purposes without adjustment or other corrective action the Company may make a charge for any resulting additional cost incurred.

### 6. Proofs

Proofs of all work may be submitted for customer's approval and the printer shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the printer's judgement, changes therefrom made by the customer shall be charged extra.

### 7. Delivery and payment

- (a) Delivery of work shall be accepted when tendered and thereupon or, if earlier, no notification that the work has been completed the ownership shall pass and payment shall become due.
- (b) Unless otherwise specified the price quoted is for delivery of the work to the customer's address as set out in the estimate. A charge may be made to cover any extra costs involved for delivery to a different address.
- (c) Should expedited delivery be agreed at extra cost may be charged to cover any overtime or any other additional costs involved.
- (d) Should work be suspended at the request of or delayed through any default of the customer for a period of 80 days the printer shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
- (e) If for any reason the customer fails to accept the delivery of any goods when they are ready for delivery, or the company is unable to deliver the good on time because the customer has not provided appropriate instructions, documents or authorisations, risk in the goods shall pass to the Customer, the goods shall be deemed to have been delivered and the Company may store the goods until delivery, whereupon the Customer shall be liable for all related costs and expenses.
- (f) The Company may charge interest on any overdue sums at the rate of 4% above base rate from time to time of The Bank of Scotland.

### 8. Risk and retention of title

- (a) The risk in all goods delivered in connection with the Work shall pass to the Customer on delivery.
- (b) Notwithstanding the provision of (a) above, full legal and equitable title and interest in all and any of the goods supplied to the customer shall remain with the Company and shall not pass to the Customer until the Company shall have received payment in full of any amounts due and owing to the company.
- (c) Until property in the goods passes to the customer, the customer shall hold the goods on a fiduciary basis as bailee for the company. Notwithstanding this clause, the customer may use goods in the ordinary course of business for the account of the company and such dealing shall be a use of the Company's property by the Customer.

### 9. Variations in quantity

Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent of work in one colour only and 10 per cent for other work being allowed for overs or shortage (4 per cent and 8 per cent respectively for quantities exceeding 50,000) overs to be charged.

### 10. Claims advice

Advice of damaged, delay or partial loss of goods in transit or of non-delivery must be given in writing to the printer and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to the printer and the carrier within seven clear days of delivery (or, in the case of non-delivery within 42 days of despatch). All other claims must be made in writing to the printer within 28 days of delivery. The printer shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

### 11. Liability

- (a) The printer shall not be liable for any loss to the customer arising from delay in transit not caused by the printer.
- (b) Customers exclusive remedy for damaged or defective Work, (howsoever caused, and including negligence) shall be at the Company's election, be limited either to the repair or replacement of such Work.
- (c) Other than as provided in this condition 11, the Company shall not be liable for loss or damaged caused arising directly or indirectly in connection with this Contract, the Work or otherwise. Without limiting the generality of the above, the Company expressly excludes liability for consequential loss, third party claims occasioned by delay (howsoever arising) in completing the Work, and for any loss to the Customer from delay in delivery of the Work (howsoever arising).
- (d) Notwithstanding the provisions of this condition 11 or anything else contained in the Contract, in no event shall the Company's liability exceed the value of the amount of charges payable to the Company by the Customer with respect to the particular Work which is the subject of the claim provided however that nothing contained in these conditions shall have effect so as to exclude or restrict the Company's liability for death or personal injury resulting from its negligence.

### 12. Standing material

- (a) Metal, film, glass and other materials owned by the printer and used by him in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain his exclusive property. Such items when supplied by the customer shall remain the customer's property.
- (b) Type may be distributed and lithographic, photogravure or other work effaced immediately after, the order is executed unless written arrangement are made to the contrary. In the latter event, rent may be charged.

### 13. Customer's property

- (a) Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, customer's property and all property supplied to the printer by or on behalf of the customer shall, while it is in the possession of the printer or in transit to or from the customer, be deemed to be at customer's risk unless otherwise agreed and the customer shall insure accordingly.
- (b) The printer, shall be entitled to make a reasonable charge for the storage of any customer's property left with the printer before receipt of the order or after notification to the customer of completion of the work.

### 14. Materials supplied by the customer

- (a) The printer may reject any paper, plates or other materials supplied or specified by the customer which appear to him 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 printer in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.

- (b) Where materials are so supplied or specified, the printer will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by effects in or unsuitability of materials so supplied or specified.

- (c) Quantities of materials supplied shall be adequate to cover normal spoilage.

### 15. Insolvency

If the customer ceases to pay his debts in the ordinary course of business or cannot pay his 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 and act of bankruptcy or has a bankruptcy petition issued against him, the printer without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work or the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him, 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.

### 16. Illegal matter

- (a) The printer shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
- (b) The printer shall be indemnified by the customer in respect of any claims, cost and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

### 17. Periodical publications

A contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks notice in writing is given in the case of periodicals produced monthly or more frequently or 26 weeks notice in writing is given in the case of other periodicals. Notice may be given at any time but wherever possible should be given after completion of work on any one issue. Nevertheless the printer may terminate any such contract forthwith should any sum due thereunder remain unpaid.

### 18. Force majeure

The printer shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute of owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may be written notice to the printer elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

### 19. Data protection

Where the Customer provides the company with personal data, the customer accepts that such data will be held securely in confidence and processed for the purpose of carrying out the Work pursuant to the contract.

### 20. Law

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.

### 21. Vetting

We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a reference agency. We will monitor and record information relating to your trade credit performance and such records will be made available to other organisations to assess applications for credit.