

terms and conditions of business

This document is to be viewed by all involved parties as a binding and insoluble contract in agreement to the terms stated below. After starting any job with The Print Agency you authorise The Print Agency to proceed with the creation of the service/s/product/s as discussed with The Print Agency.

Provision of Materials

You agree to provide us with the specific copy, high-resolution images and information we require in order to create your product, or to advise us as to where we can locate such materials. If you cannot supply the information you wish to feature in your product, we will do what we can to obtain it, but we accept no responsibility for errors, omissions or discrepancies which may be present on the final product, as these may arise through our lack of specialist knowledge regarding the content of your product. Often hi-resolution images can be purchased and these are charged for at the time of invoice (see price Breakdown) The time taken to compile the data, as well as any time required to correct errors, omissions or discrepancies which have arisen through your not providing us with adequate materials, will be charged to you at our standard rate. We accept no responsibility for the delay caused in providing you with the final product as a result of your supplying us with insufficient or unsuitable materials. This does not apply if the additional cost could have been avoided but for unreasonable delay on the part of The Print Agency in ascertaining the unavailability of the materials with which you provide us. Where you supply or specify materials, we will take every care to secure the best results in the finished product, but we accept no responsibility for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

Print Proof Agreement

The customer is fully responsible for the final proof of artwork. All spelling, grammar and punctuation shall be to the customer's full satisfaction upon agreeing to print. The customer understands that The Print Agency have no responsibility or obligation to check these factors.

If our representative has provided you with a proof, your signing this agreement confirms that you agree to the design and contents of the printed document as depicted on the proof. By signing this agreement, you absolve The Print Agency of all liability for any errors, omissions or discrepancies which may be present on the proof. Once you have signed this agreement and proof if supplied, you are not able to make any changes to the final product, nor are you able to hold The Print Agency responsible for anything you are unhappy with. This contract revokes your right to take any kind of action against The Print Agency for any aspect of the work with which you are later dissatisfied. Signing this contract means that, as long as the finished product is as discussed with the sales representative and consistent with the proof if supplied, you must pay in full for the work. This fact applies whether or not you later take issue with any aspect of the product. These terms are final and non-negotiable. This is your final opportunity to make changes to the content.

Making Changes After Proof Stage

If a change is requested, we will do everything we can to make the correction before the printing starts, but we cannot guarantee this. We accept no responsibility, under any circumstances, for any mistakes present on the completed work, as the signing-off of a proof absolves us of all liability (see "Proof Agreement" above). Once the proof is signed off or agreed, whether verbally or via email, we incur set up charges and this is passed on to you as part of the total charge (see "Price Breakdown"). Any changes made after a proof is signed off will result in further material and print charges. These charges will range from a proportion of up to the full amount quoted, depending on how far along the printing process we are.

Print Quality

Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, The Print Agency cannot guarantee an exact match in colour or texture between any materials with which you supply us, and the printed article, unless specific colour references are supplied. Charges are made for the provision of colour matched proofs. A request for a price for colour matching can be made at the quotation stage.

The customer understands that using different print suppliers may have different results in colour and quality. This can be as a result of various factors; different printing processes, different printing machines, different paper specifications.

Claims

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to The Print Agency within three clear days of delivery (or, in the case of non-delivery, within 28 days of dispatch of the goods) and any claim in respect thereof must be made in writing to The Print Agency and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of dispatch). All other claims must be made in writing to The Print Agency within 28 days of delivery. The Print Agency 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.

Standing Material

All materials produced and used by The Print Agency during the production process remains the property of The Print Agency. Where these materials are provided by the client, they remain the property of the client. The Print Agency reserves the right to dispose of lithographic work immediately after the order is executed

Payment Terms (Print and design)

With regards to design, new customers agree to pay for 1 hours design work in advance of commencement of works and to pay the outstanding balance on delivery of the completed work. All deposit payments for design work are non-refundable.

Design work will be supplied in a low resolution format until payment of the full amount has been made. All design work remains the intellectual property of The Print Agency, until full payment has been made.

Existing customers agree to adhere to the terms stated on the invoice.

With regards to print, new customers agree to pay on collection or delivery of the goods, until such time as The Print Agency agrees to open an account with that customer, subject to satisfactory credit references.

All Printed material remains the property of The Print Agency, until full payment has been made.

Copyright

Unless negotiated and agreed in writing, the copyrights of general artwork, commissioned artwork, illustrations, website design, programming and copy belong to The Print Agency. If you supply us with material, it is your responsibility to obtain all necessary copyrights for its use, and we assume that you possess these. In such cases, the copyright belongs to you. By signing this agreement, you agree to indemnify The Print Agency from any claim which arises regarding the use of material with which you supply us. We reserve the right to use any artwork or printing we produce for the purposes of promoting our services unless you request otherwise in writing.

Quotes/Estimates

All quotes for work are valid for thirty (30) days, after which time all proposed work will have to be re-quoted. We take no responsibility for a re-quoted price differing from an original quote.

Quotations are supplied with the best of our knowledge, but we reserve the right to change the price should any factors change during the order process. For example, customer brings forward a delivery date, supplier changes their cost price, the incorrect specification was given by the customer at the quotation stage.

The Print Agency reserves the right to charge extra time for design projects expected to be delivered within a 24hr period from receipt of brief. This is normally charged at twice our usual hourly rate. This is advised at the quotation stage.

Illegal Matter

The Print Agency reserves the right not to print any matter deemed illegal, libellous or offensive, or which may be an infringement of the proprietary or other rights of any third party. This agreement indemnifies us in respect of any claims, costs 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.

Consequential Loss

The Print Agency accepts no liability whatsoever for consequential or third party losses, resulting in a delay in delivery howsoever caused.

Financial Loss

The Print Agency accepts no liability whatsoever for financial loss or loss of earnings arising from products or services provided by The Print Agency.

Force Majeure

The Print Agency accept no responsibility if we are unable to carry out any provision of the contract for any reason beyond our 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 or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency you may, by written notice to ourselves, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

Liability

The Print Agency shall not be liable for any loss to the customer arising from delay in transit caused by circumstances beyond The Print Agency's control.

Price Breakdown

The invoice we send you will be itemised, showing the cost of the design and research process, purchase of high-resolution images, as well as the production itself. Supplying us with suitable material will, therefore, reduce the time spent on design and, thereby, the final charge.

The customer understands that there may be additional cost if the original artwork files are to be released.

VAT is charged at the current Customs & Excise rates and according to current regulations, irrespective of whether or not it is included in a price quotation.

Delivery

The Print Agency often use 3rd party suppliers, who are experts in their specific fields and these suppliers charge freight for delivery to The Print Agency or direct to the customer. This freight charge will be borne by the customer and will be itemised and carriage charges in the initial quotation

Jobs Put On Hold or Cancelled by the Client

Jobs put on hold or cancelled by the client during production will be invoiced at current stage and materials. This invoice must be paid in full together with any VAT that falls due accordingly.

Credit Terms

For invoices not settled within the agreed credit terms, we reserve the right to charge interest on the overdue debt at 8% per month. Should it be necessary to employ the services of a third party to deal with recovery of any monies owed, then we reserve the right to pass any costs incurred in that process to you.

Insolvency

Any customer ceasing to pay their debts in the ordinary course of business or proving unable to 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 it, The Print Agency, without prejudice to other remedies, shall

- (i) have the right not to proceed further with the contract or any other work for 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 it, and
- (ii) in respect of all unpaid debts due from the customer, we have a general lien on all goods and property in its 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 we think fit and to apply the proceeds towards such debts.

Data Protection

The Print Agency agrees keep the confidential information of its clients confidential, including all administration areas of websites and details of referrers and those who are referred. All such data recorded by a website will be completely secure, and all information will be treated as confidential in accordance with the Data Protection Act.