

# Terms & Conditions

## Jenwood Printers Limited - Standard Conditions of Contract

Throughout these conditions Jenwood Printers Limited will be referred to as The Company or Company and any customer or client of Jenwood Printers Limited will be referred to as The Customer(s) or Customer(s).

1. **PRICE VARIATION.** Estimates are based on the Company's current cost of production, and unless otherwise agreed, are subject to amendment by the Company on or at any time after acceptance to meet any rise or fall in such costs.
2. **TAX.** The Company 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 to the customer.
4. **COPY.** A charge may be made to cover any additional work involved where copy supplied is not clear and legible.
5. **PROOFS.** Proofs of all work may be submitted for customer's approval and the Company shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby may be charged extra. When style, type or layout is left to Company judgement, changes therefrom made by the customer shall be charged extra.
6. **DELIVERY AND PAYMENT.** (a) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed payment shall become due.  
  
(b) Unless otherwise specified the price quoted is for delivery of the work to the customer's address if within ME12 & ME11 postcode area. A charge may be made to cover any extra costs involved for delivery to a different area.  
  
(c) Should expected delivery be agreed an extra charge may be made 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 30 days the Company shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.  
  
(e) Unless otherwise stated or agreed all goods are due for payment on delivery or collection. The Company reserves the right to charge interest at the rate of 2.5% per month on all overdue accounts.
7. **BEST ENDEAVOUR CLAUSES.** The company will use its best ENDEAVOUR to secure delivery of the goods on the estimated delivery dates from time to time furnished, but do not guarantee time of delivery, nor shall be liable for any damage or claims of any kind in respect of delay in delivery.
8. **VARIATIONS IN QUANTITY.** Every ENDEAVOUR will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent for 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) the same to be charged or deducted.
9. **CLAIMS.** Advice of damage, delay or total or partial loss of goods in transit or of non-delivery must be given in writing to the Company 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 Company and the carrier within seven clear working 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 Company within 28 days of delivery. The Company 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.
10. **COMPLAINT ABOUT QUALITY.** In the event of a complaint about the quality of work the Company will remain the owner of any such rejected goods, and payment of them, unless returned, will be due in full. Any complaints must be made in writing to the Company within 7 days of delivery or collection. In the event of a re-print being agreed, the Company will undertake to reprint once in possession of the rejected goods.

11. **LIABILITY.** The company shall not be liable for any loss to the customer arising from delay caused by re-printing or loss or damage in transit,

12. **STANDING MATERIAL.** (a) Metal, film, glass and other materials owned by the Company and used by him in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain the Company's 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 arrangements are made to the contrary. In the latter event, rent may be charged.

13. **CUSTOMER'S PROPERTY.** (a) All property supplied to the Company by or on behalf of the customer shall, while it is in the possession of the Company or in transit to or from the customer, be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.

(b) 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 completion of work.

14. **MATERIALS SUPPLIED BY THE CUSTOMER.** (a) The Company may reject any paper, plates or other materials supplied or specified by the customer which appears 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 Company 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 Company will take every care to secure the best results, but responsibility for materials so supplied or specified is the customers.

(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 an act of bankruptcy or has a bankruptcy petition issued against him, the Company without prejudice to other remedies shall:-

(i) have the right to not proceed further with the contract or any 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 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 to the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit to apply the proceeds towards such debts.

16. **ILLEGAL MATTER.** (a) The Company shall not be required to print any matter which in their opinion is or may be of an illegal, obscene or libellous nature or an infringement of the proprietary or other rights of any third party.

(b) The Company shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any illegal obscene or libellous matter or any infringement or copyright, patent, design or of any other proprietary or of personal rights contained in any material 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 Company may terminate any such contract forthwith should any sum due thereunder remain unpaid.

18. **FORCE MAJEURE.** The Company shall be under no liability if he shall be unable to carry out any provision of the contract for any reasons beyond their 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 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.

19. SINGLE AND SPOT COLOUR PRINTING. Every effort will be made by the Company to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, the Company cannot guarantee an exact match in colour or texture between the customer's original and the printed article. Where the company is requested to match a colour without a Pantone reference being given, no liability will be accepted for any colour variation.

20. FULL COLOUR PRINTING. Every effort will be made by the Company to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, the Company cannot guarantee an exact match in colour or texture between the customer's original colour photograph or transparency and the printed article. It is the customer's own responsibility to ensure that the colour photograph(s) or transparency(s) are suitable for the work in hand. The Company cannot accept liability for unsatisfactory results caused by unsuitable or inferior photographic originals.

21. CONDITIONS APPLYING TO LEAFLET DISTRIBUTION OR DIRECT MARKETING. The Company can undertake the organisation of mailing or distributing advertising material on customer's behalf. In this event the customer's contract will be with the company employed to carry out the mailing or distribution, and will be subject to that company's terms and conditions of contract, and will form no part of a contract or agreement with the company.

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