

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. Proofs Proofs of all work may be submitted for customer's approval and the printer shall incur no liability to any Party for any errors or omissions not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby (save in respect of errors or omissions) 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.

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 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 an extra 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 30 days the printer shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

7. Risk and property (a) Notwithstanding delivery and the passing of risk in the work, or any other provision of these conditions, the property in the work shall not pass to the customer until the printer has received in cash or cleared funds payment in full of the price of the work and all other work agreed to be sold by the printer to the customer for which payment is then due. (b) Until such time as the property in the work passes to the customer, the customer shall hold the work as the printer's fiduciary agent and bailee, and shall keep the work separate from that of the customer and third parties and properly stored, protected and insured and identified as the printer's property, but shall be entitled to resell or use the work in the ordinary course of its business. (c) Until such time as the property in the work passes to the customer (and provided the work is still in existence and has not been resold), the printer shall be entitled at any time to require the customer to deliver up the work to the printer and, if the customer fails to do so forthwith, to enter upon any premises of the customer or any third party where the work is stored and repossess the work. (d) The customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the work which shall remain the property of the printer, but if the customer does so all moneys owing by the customer to the printer shall (without prejudice to any other right or remedy of the printer) forthwith become due and payable.

8. Variation 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 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.

10. 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) Subject as expressly provided in these conditions, and except where the work is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. (c) Where the work is sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these conditions. (d) Except in respect of death or personal injury caused by the printer's negligence, the printer shall not be liable to the customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by negligence of the printer, its employees or agents or otherwise) which arise out of or in connection with the supply of the work or its use or resale by the customer, and

the entire liability of the printer under or in connection with the contract shall not exceed the price of the work, except as expressly provided in these conditions.

11. Indemnity If any claim is made against the printer by any third party which relates in any way to the work produced by the printer for the customer then the customer shall indemnify the printer against all loss, damages, costs and expenses awarded against or incurred by the printer in connection with the claim.

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 arrangements 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 should 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 defects or unsuitability of materials so supplied or specified. 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 printer without prejudice to other remedies including those contained within clause 7 in these conditions 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 him, and (ii) in respect of all unpaid debtors 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, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or 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 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 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 Processing The printer will act as the data processor and will have procedures in place to keep that data confidential, however the content remains the responsibility of the publisher not the processor.

20. Data Transfer The printers preferred method of receiving job data securely is via our Secure Customer portal or SFTP, the printer will accept data transferred via other methods but we will not accept any responsibility for the security of the data if these methods are used.

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