Terms and Conditions of Peppermint Print Limited (hereafter referred to as 'the Printer')

PEPPERMINT | Print

- 1. PRICE VARIATION Estimates are based on the current costs of production and materials and are subject to amendment by the Printer on or at any time after acceptance to meet any rise or fall in such costs.
- 2. VALUE ADDED TAX The Printer shall be entitled to charge the amount of Value Added Tax currently payable whether or not included on the estimate or invoice.
- 3. PRELIMINARY WORK You may request that we carry out some form of preliminary work before agreeing to place a firm order. All work carried out at your request, whether experimentally or otherwise, shall be charged at our normal rates. Such work is chargeable whether or not a prior estimate of the price for such work was given to you.
- 4. 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 therby shall be charged extra. When style or layout is left to the printers judgement, changes therefrom made by the customer shall be charged extra.
- 5. COLOUR PROOFS Due to differences in equipment, paper, inks and other conditions between colour proofing and production runs, a reasonable variation in colour between colour proofs and the completed job will be deemed acceptable unless otherwise agreed.
- **6. ELECTRONIC FILES** (a) It is the customer's responsibilty to maintain a copy of any original electronic file.
- (b) The printer shall not be responsible for checking the accuracy of supplied input from an electronic file unless otherwise agreed.
- (c) If an electronic file is not suitable for outputting on equipment normally adequate for such purposes without agreement or other corrective action the printer may make a charge for any resulting additional cost incurred.
- 7. INSOLVENCY Without predjudice to other remidies, if the customer becomes insolvent (namely, being a company is deemed to be unable to pay it's debts or has a winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it or being a person commits an act of bankrupcy or has a bankrupcy petition issued against him) the printer shall 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. Any unpaid invoices shall become immediately due for payment.
- **8. OWNERSHIP AND RISK** (a) The risk in all goods delivered in connection with the work shall pass to the customer on delivery.
- (b) Goods supplied by the printer shall remain the printer's property until the customer has paid for them and discharged all other debts owing to the printer.
- (c) If the customer becomes insolvent (as set out in clause 7) and the goods have not been paid for in full the printer may take the goods back and, if necessary, enter the customer's premises to do so, or to inspect the goods.
- (d) If the customer shall sell the goods before they have been paid for in full he shall hold the proceeds of sale on trust for the printer in a seperate account until any sum owing to the printer has been discharged from such proceeds.
- 9. DELIVERY AND PAYMENT (a) Delivery of work shall be accepted when tendered and thereupon or on notification that the work has been completed payment shall become due.
- (b) Payment shall be made no later than 30 days from the date of delivery/collection of the goods or the date of invoice, whichever is the earlier. The Printer shall be entitled to make a charge of 2% per 30 day period of the invoiced amount, including VAT if applicable, on all accounts not settled by the due date.
- (c) Should expedited delivery be agreed and necessitate overtime or other additional cost, an extra charge may be made.
- (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 and materials ordered.
- 10. CANCELLATION OF ORDERS If you cancel an order after we have commenced work on it, you shall be charged the full order value or such lower amount as we may (in our sole discretion) determine.

- 11. VARIATIONS IN QUANTITY Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon a margin of 5% (in colour work 10%). This allows for overs or shortages.
- 12. CLAIMS Claims arising from damage, delay, or loss or partial loss of goods in transit must be made in writing to the Printer and the carrier so as to reach them within three days of delivery and claims for non-delivery within 14 days of despatch of the goods. All other claims must be made to the Printer within ten days of delivery.
- 13. LIABILITY The Printer shall not be liable for indirect or consequential loss or for any loss to the customer arising from the third party claims occasioned by errors in carrying out the work or by delay in delivery.
- 14. STANDING MATTER Type may be distributed and lithographic or other work destroyed immediately after the order is executed unless written arrangements are made to the contrary in which case rent may be charged.

15. CUSTOMER'S PROPERTY AND PROPERTY SUPPLIED

- (a) Customer's property and all property supplied to the Printer by or on behalf of the customer will be held at customer's risk.
- (b) Every care will be taken to secure the best results where materials or equipment are supplied by customers, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of such materials or equipment.
- (c) Where the customer supplies materials, adequate quantities shall be supplied to cover spoilage.
- 16. GENERAL LIEN The Printer shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in his hands and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as he thinks fit and apply the proceeds towards such debts.
- 17. 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.
- (b) The Printer shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any illegal or libellous matter printed for the customer or any infringement of copyright or design.
- **18. PERIODIC PUBLICATIONS** A contract for the printing of periodic publications may not be terminated by either party unless written notice is given as follows:

Nature of PublicationLength of noticeWeeklyOne monthFortnightlyTwo monthsMonthlyThree monthsQuarterlySix months

Nevertheless the Printer may terminate any such contract forthwith should any sum due thereunder remain unpaid.

- 19. FORCE MAJEURE Every effort will be made to carry out the contract but its due performance is subject to cancellation by the Printer or to such variation as he may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War, Strikes, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the Printer's control.
- 20. TITLE OF GOODS Ownership of goods does not pass to customer until payment of invoice has been made.
- 21. OWNERSHIP OF MATERIALS Although at times, artwork, film and plates are shown as a separate item on invoices, they remain the property of the Printer unless specifically stated otherwise.
- **22.** LAW These conditions and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England.