

# DALTONSPIRE

**DESIGNERS ● PRINTERS ● PUBLISHERS ● MARKETING ● EVENTS & EXHIBITIONS**

31 Elm Drive • Cherry Burton • Beverley • HU17 7RJ • T: 01964 552470 • E: ask@daltonspire.co.uk • Comp. Reg. No. 5888368 • VAT Reg No. 890 84 2201

## Terms of Business

Definitions: "The Company" is Dalton Spire Ltd. "The Customer" means the party, or any Person acting on their behalf, with whom the Company contracts.

### 1. Price Variation

Estimates are based on the Company'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 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.

### 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 shall be charged extra. When style, type or layout is left to the Company's judgment, 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 the ownership shall pass and payment shall become due.
- (b). Unless otherwise specified the price quoted is Ex-works. A charge may be made to cover any costs involved in delivery.
- (c). Should expedited delivery be agreed an extra may be charged to cover any overtime or any other additional costs involved.
- (d). Should the work be suspended at the request 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.

### 7. Variations in Printed Quality

Every endeavour will be made to deliver the correct printed 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.

### 8. Claims

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the



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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 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

- (a) It was not possible to comply with the requirements and
- (b) advice (where required) was given and the claim made as soon as reasonably possible.

## **9. Liability**

- (a) Delivery times are intended as indications only, and cannot in any case be considered to constitute a formal commitment. Their non-observance cannot in any circumstances give rise to an allowance, to cancellation of the order, or a penalty for delay.
- (b) The Company shall not be liable for any loss to the Customer arising from delay in transit.
- (c) In case of error or defective workmanship the Company's responsibility will be limited in all cases to the carrying out of necessary corrections or the replacement of the unsatisfactory material or at the Company's sole discretion by reimbursement by credit or a sum of money not exceeding the actual cost of defective materials as judged by the Company. The Customer is requested not to make use of goods or materials supplied by the Company without first examining and approving them. The Company accepts no responsibility for printing work carried out with defective goods or materials supplied to the Customer.
- (d) Repair or revision work requested on existing or finished materials will be executed at the Customer's risk and on his responsibility.

## **10. Standing Material**

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 property. Such items when supplied by the customer shall remain the Customer's property. Type may be distributed and lithographic, photogravure, digital data 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.

## **11. 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 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 the work.

## **12. Materials Supplied by the Customer**

- (a) The Company 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 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 will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.
- (c) Quantities of materials supplied shall be adequate to cover normal spoilage.

## **13. 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 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 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 fits and to apply the proceeds towards such debts.

#### **14. Illegal Matter**

(a) The Company 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 Company 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 of any other proprietary or personal rights contained in any material produced for the Customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

#### **15. 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. Never-the-less the Company may terminate any such contract forthwith should any sum due thereunder remain unpaid.

#### **16. Force Majeure**

The Company 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 Company elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

#### **17. Terms of Credit**

Unless otherwise agreed in writing full payment must be received by the Company not later than 30 days after the date of invoice.

The Company reserves the right to make a surcharge of 2% per month interest to accounts which are not paid by this time.

#### **18. Law**

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