

## **Infinity Finishing Partnership Limited**

### **STANDARD TERMS AND CONDITIONS**

**1.** In these standard conditions the following shall have the meaning set out in this clause unless the context otherwise requires:

‘Customer’	The party which has agreed to buy the Works from the Print Finisher.
‘Print Finisher’	Infinity Finishing Partnership Limited
‘Conditions’	Those terms set out in these standard conditions and any special conditions which the Print Finisher has agreed in writing with the Customer.
‘Works’	Those articles which the Customer has agreed to purchase.
‘Delivery Date’	The date upon which the Print Finisher undertakes to deliver the Works to the Customer.
‘Price’	The price at which the Print Finisher has agreed to sell and the Customer to buy the Works.

**2.** The headings in these Conditions do not form a part thereof.

**3.** These Conditions apply to all contracts of sale between the Print Finisher and the Customer to the exclusion of all others, whether contained in a purchase invoice, Customer’s terms and conditions or otherwise save where either:

**3.1.** the Print Finisher agrees in writing that the Conditions may be so varied or

**3.2.** such of the Customer’s or other terms are consistent with the Conditions and purport

**3.2.1.** neither to add to nor increase the obligations of the Print Finisher nor

**3.2.2.** to reduce, restrict or limit the obligations of the Customer.

**4.** The placing of any order by the Customer shall be deemed to be an offer to purchase Works subject to these Conditions. The acceptance by the Customer of any Works purchased from the Print Finisher shall be conclusive evidence of acceptance of these Conditions.

5. Acceptance of any Works shall be conclusive proof of acceptance by the Buyer of these terms and conditions.

6. No variation of these terms shall be effective unless contained in a document signed by the Print Finisher.

## **7. Price**

7.1. The Price of the Works shall be that set out in Schedule 1 of this Agreement or the Print Finisher's quoted price, whichever is applicable. Quotations are based on the current costs of production and are subject to amendment by the Print Finisher on or at any time after acceptance to meet any rise or fall in such costs. Notification of any such amendment shall be given to the customer by the Print Finisher and such amended Price shall be deemed to be substituted for the Price set out in Schedule 1 of this Agreement or accompanying this quotation from the date set out in such notification but this contract shall otherwise remain subject to the conditions of acceptance as set out herein

7.2. The Price set out or quoted does not include VAT which shall be chargeable in addition at the applicable rate.

## **8. Payment**

8.1. Payment on any invoice is due within 30 days of rendering. Time is of the essence in respect of this term.

8.2. Interest on amounts overdue including VAT will accrue at the rate of 4% above the ordinary lending rate of the Bank of England from time to time and will continue to accrue both before and after any judgment unless the relevant judgment rate after judgment is higher.

## **9. Retention of title by the Print Finisher**

9.1. The title to any consignment of the Works will remain with the Print Finisher until the Print Finisher has received:

9.1.1. full payment for them

9.1.2. full payment for any other Works or products supplied under any other contract between the Print Finisher and the Customer.

**9.2.** Until full payment is received as specified in this Clause 9 the Customer hereby acknowledges that he has possession of the Works solely as bailee and in a fiduciary capacity for the Print Finisher.

**9.3.** The Customer shall keep the Works separate and clearly identifiable as the property of the Print Finisher until title has passed under the provisions of this Clause

**9.4** Without prejudice to other remedies the Print Finisher shall in respect of all unpaid debts due from the Customer have a general lien on all goods and property in the Print Finishers possession (whether worked on or not and whether paid for or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as the Print Finishers thinks fit and to apply any proceeds towards such debt.

## **10. The Works**

**10.1.** The quantity and description of the Works supplied under these Conditions shall be as set out or identified in the Print Finisher's quotation.

**10.2** Preliminary Works carried out whether experimentally or otherwise at the Customer's request will be charged.

**10.3** Proofs of all Works may be submitted for Customers approval and the print finisher 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.

## **11. Warranty as to conformity with description**

**11.1.** The Print Finisher warrants that the Works supplied under these Conditions will correspond, at the time of delivery, with the description it has given to the Customer. All other warranties, terms or conditions relating to quality, fitness for purpose or condition, whether implied by common law or statute, or express are excluded save where to do so would be by law impermissible.

## **12. Delivery**

**12.1.** Risk shall pass on delivery and delivery shall be effected when:

**12.1.1.** the Works are collected by the Customer or its agent or carrier or

**12.1.2.** the Works are delivered to the address agreed in the order confirmation or such other address as has been notified to the Print Finisher by the Customer in writing prior thereto. Delivery shall be on the Delivery Date but in respect thereof

time shall not be of the essence although the Print Finisher will use its best endeavours to effect it at the date therein specified. No liability will accrue to the Print Finisher for late delivery of the Works and in respect of short or non-delivery its liability shall be limited to a refund of that part of the Price which reflects the non-delivery or shortfall or the making up of such short delivery at the Print Finisher's discretion.

**12.1.3** Reasonable storage costs may be charged to the Customer for completed Works not accepted when tendered.

**12.1.4** Should expedited delivery be agreed and necessitate overtime or other additional costs an extra charge may be made.

**12.1.5** Should work be suspended at the request of or delayed through any default of the Customer or its agents or those persons holding out to be their agents the Print Finisher shall then be entitled to payment forthwith for work already carried out and materials specially ordered.

**12.1.6** In the event of delay or cancellation of any publication, not less than 48 hours notice from scheduled press time shall be given by the Customer to the Print Finisher failing which the cancellation charges equivalent to the cost to the Print Finisher of machine time lost shall be payable forthwith by the Customer and without prejudice to other claims.

**12.1.7** Advice of damage, delay or partial loss of goods in transit or of non delivery must be given by the Customer in writing to the Print Finisher and the carrier within 3 clear days of delivery (or in the case of non delivery, within 28 days of despatch of goods) and any claim in respect thereof must be made in writing to the Print Finisher and the carrier within 7 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 Print Finisher within 28 days of delivery.

**12.1.8** The Print Finisher shall not be liable in respect of any claim unless the requirements in clause 12.1.7 have been complied with except in any particular case where the Customer proves that a) it was not possible to comply with the requirements, b) advice (where required) was given and the claim was made as soon as reasonably possible.

### **13. Liability for breach**

**13.1.** Whilst the Print Finisher will endeavour at all times to comply with its legal and contractual obligations to the Customer it does not accept liability for any loss suffered by the Customer as a result of any misrepresentation, misdescription, breach of contract, breach of duty or other act or omission (unless fraudulent) however made or caused which constitutes more than a refund of any sum paid or the waiver of any sum contractually payable by the Customer for the Works.

**13.2.** The Customer does not accept liability for any consequential economic or other losses suffered by the Customer whether resulting from misrepresentation, misdescription, breach of contract, breach of duty or other act or omission (unless fraudulent) however caused.

**13.3.** Nothing in these Conditions shall limit the right of either the Print Finisher or the Customer to seek to recover damages for personal injury or death occasioned by breach of contract or breach of duty by the other Party, its employees or agents.

#### **14. Acceptance**

**14.1.** The Customer shall be deemed to have accepted the Works 24 hours after delivery. Thereafter the Customer will not be entitled to reject the Works on the basis that they do not conform to those to be supplied under these Conditions.

**14.2** Variation in Quantity: Every endeavour will be made to deliver the correct quantity ordered but quotations are conditional upon margins of 5% being allowed for wastage.

#### **15. Liability after acceptance of the Works**

**15.1.** The Print Finisher shall have no liability to the Customer in respect of the Works after they have been accepted by it.

**15.2** The Print Finisher shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the Customer arising from delay in transit.

**15.3** Where work is defective or deficient in quantity for any reason including negligence the Print Finisher's liability (if any) shall be limited to rectifying such defect and any other liability for loss whether direct or indirect is expressly excluded.

**15.4** The Customers property and all property supplied to the Print Finisher by or on behalf of the Customer will be held, worked on and carried at Customers own risk.

## **16. Liability after rejection of the Works**

**16.1.** If the Customer is entitled to and does reject the Works the Print Finisher shall have no further obligation to supply Works which conform to those the subject matter of these Conditions.

## **17. Law and jurisdiction**

**17.1.** This agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

## **18. Invalid clauses**

**18.1.** In the event that any term of these Conditions is found to be invalid or otherwise unenforceable then such term shall be regarded and construed as severable from the Conditions so as not to affect the validity and enforceability of the remainder.

## **19. Termination**

**19.1** The Print Finisher shall have the right by giving written notice to the Customer at any time to immediately terminate the Contract if;

**19.2** There occurs any material breach by the Customer of any term of the Contract which is irremediable or if remediable is not remedied to the Print Finisher's satisfaction within 15 days of a written notice by the Print Finisher specifying the breach and requiring it to be remedied or

**19.3** The Customer is adjudicated bankrupt, enters into a voluntary arrangement with its creditors or has a receiver appointed under the Mental Health Act 1983.

**19.4** The Customer does not follow any reasonable recommendations by the Print Finisher and persists in doing so following 15 days written notice by the Print Finisher to the contrary.

**19.5** The Customer shall have the right to terminate the Contract by giving written notice to the Print Finisher within 7 days of signing the Contract.

**19.6** Any termination by the Customer must be communicated on the telephone to the Print Finisher's offices on 01372 711040 and promptly confirmed in writing. The Print Finisher will acknowledge the Customers written confirmation of termination within five working days of receipt. If the Customer does not receive this

acknowledgement within a week the Customer should contact the Print Finisher's office to check that his or her written confirmation of termination has been received.

**19.7** In the event that the Customer terminates the Contract after 14 days there shall be due and payable to the Print Finisher in any event, an administration charge of the greater of £100 or 1% of the Price quoted and in addition, the Print Finisher reserves the right to charge the Customer at the Print Finisher's standard hourly rate, such preparation, processing, and submission costs as may have been incurred by Print Finisher up to the time the Customer's notice of cancellation has been received by the Print Finisher.

## **20 Illegal Matter**

**20.1** The Print Finisher shall not be required to finish any matter or Works which in its opinion is or may be of an illegal or libellous nature.

**20.2** The Print Finisher shall be indemnified by the Customer in respect of all claims, costs and expenses arising out of any libellous or illegal matter finished for the customer or any infringement of copyright, patent or designs.

## **21 Periodical Publications:**

**21.1** A contract for the print finishing of periodical publications may not be terminated by either party unless written notice is given as follows:

<b>Nature of Publication given at any time</b>	<b>Length of Notice</b>
Weekly	4 Weeks
Fortnightly	6 weeks
Monthly	8 weeks
Two monthly	12 weeks
Quarterly	24 weeks

**21.2** Nevertheless the Print Finisher may terminate any such contract without giving such notice as above should any sum due from the Customer remain unpaid at the expiration of the agreed credit period (if any).

## **22. Distance Selling Information**

Where the Customer has not met with an employee or agent of the Print Finisher;

**22.1** These terms and conditions of business set out the terms upon which the Print Finisher is willing to deal with your order on your behalf.

**22.2** Where a Customer's instructions to the Print Finisher have not been given at a face to face meeting the Customer would generally have the right to cancel those instructions without any cost to the Customer within seven working days of these written instructions being received by the Print Finisher. The Customer can cancel the Agreement by contacting this office by post or by email. The Customer may NOT however, cancel the Agreement without cost once the Print Finisher has with the Customer's permission started to do the Work on the Customer's behalf.

By emailing confirmation that the Customer has read and understood these terms and conditions the Customer is agreeing that to avoid any delay in the matter the Print Finisher may start work on the Customer's behalf straight away, and the Print Finisher does not have to wait for the cancellation period to expire.

## **23. Exclusion of Third Party Rights**

**23.1** Nothing in this agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this agreement.

## **24 Schedules**

**24.1.** The Schedules form part of this Agreement including any subsequent amendments made thereto.

### **SCHEDULE 1**

#### **Price list**

*[Set out price list]*