

TERMS & CONDITIONS



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In the following conditions 'The Company' means Blayne Partnership Ltd. In these conditions, 'electronic file' means any text, illustration or other matter supplied to the Company on disk, through a modem or any other communication link. 1. Price variation Estimates/Quotes 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

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 the 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. Electronic files

(a) It is the customer's responsibility to maintain a copy of any original electronic file.

(b) The Company 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 adjustment or other corrective action the Company may make a charge for any resulting additional cost incurred

6. Proofs

Electronic PDF proofs/laser proofs of all work will be submitted for the customer's approval and the Company shall incur no liability for any errors not corrected by the customer in proofs so submitted. The customer shall approve the proofs within a reasonable time, to be mutually agreed; such approval not to be unreasonably withheld or delayed. Any costs incurred as a consequence of changes required to material previously approved shall be borne by the customer. Printer's proofs may be submitted for the customer's approval at an additional cost and the Company shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations to printer's proofs and additional proofs necessitated thereby shall be charged extra. Due to differences in equipment, paper, inks and other conditions between production of a colour printer's proof and the actual production run, a reasonable variation in colour between a colour printer's proof and the completed job will be deemed acceptable unless otherwise agreed.

7. Variations in quantity of print

For print orders, 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. Delivery of work may take the form of provision of final electronic files and/or provision of printed materials:

8. Commencement, delivery and payment for design work

(a) Unless otherwise specified, a deposit of 50 per cent of the total design estimate will be required in order to commence work.

(b) Delivery of work to either the customer or the customer's nominee shall be accepted notification that the work has been completed, and the outstanding payment shall become due immediately. If the customer fails to pay to the Company sums due under this agreement within 14 days from date of final delivery of work the customer agrees to pay to the Company interest on such sums overdue equal to 2 per cent above the current base rate at the Royal Bank of Scotland from the due date until such payment is made.

(c) Unless otherwise specified the price is for delivery of the work to the customer. A charge may be made to cover any extra costs involved for delivery elsewhere.

(d) Should expedited delivery be agreed an extra cost may be charged to cover any overtime or any other additional costs involved.

(e) Should work be suspended at the request of or delayed through any fault of the customer for a period of 30 calendar days the Company shall then be entitled to payment for work already carried out and any print materials specially ordered.

9. Commencement, delivery and payment for print work

(a) Unless otherwise specified, payment in full by way of a pro-forma invoice will be required in order to commence work.

(b) A price is set out in the estimate for delivery of print to the customer's address if applicable. 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 cost may be charged to cover any overtime or any other additional costs involved.

If for any reason the customer/client would like to source design requirements elsewhere, The Company will happily provide PDF, ASP, HTML, SWF, TIFF, JPEG and PHP files only. No raw PSD layered files, QuarkXpress, Illustrator AI, or Flash FLA will be provided. These files contain the generation of artwork and not the finished files.

The Blayne Partnership

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10. Ownership and risk

- (a) The risk in the work and all electronic files and goods delivered in connection with it shall pass to the customer when payment becomes due.
- (b) Concept work, electronic files and goods supplied by the Company remain the Company's property until the customer has paid for them in full.
- (c) If the customer becomes insolvent (as set out in clause 14) and the concept work, electronic files and goods have not been paid for in full the Company may take these back and, if necessary, enter the customer's premises to do so, or to inspect the items.
- (d) If the customer shall sell the concept work, electronic files or goods before they have been paid for in full he shall hold the proceeds of sale on trust for the Company in a separate account until any sum owing to the Company has been discharged from such proceeds.

11. Claims

Advice of damage, delay or loss of electronic files or 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 30 days of notification of despatch) 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 notification of despatch). All other claims must be made in writing to the Company within 30 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.

12. Liability

- (a) The Company 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, whether as a result of the Company's negligence or otherwise.
- (b) Insofar as is permitted by law where work is defective for any reason, including negligence, the Company's liability (if any) shall be limited to rectifying such defect. Where the Company performs its obligations to rectify defective work under this condition the customer shall not be entitled to any further claim in respect of the work done nor shall the customer be entitled to treat delivery thereof as a ground for repudiating the contract, failing to pay for the work or cancelling further deliveries.

- (c) If the Company is in breach of any of its obligations under this agreement and in the case of a breach capable of being remedied fail to remedy such breach within a mutually agreed reasonable time of being requested by the customer to do so, or if the Company goes into liquidation either compulsorily or voluntarily (except for the purpose of and immediately followed by a solvent reconstruction or amalgamation) then this Agreement shall be considered terminated and any payments made by the customer in excess of work already undertaken shall be returned to the customer.
- (d) Nothing in these conditions shall exclude the Company's liability for death or personal injury as a result of its negligence.

13. Customer's property

All property supplied to the Company by or on behalf of the customer shall while it is in 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.

14. Insolvency

Without prejudice to other remedies, if the customer becomes insolvent (namely, being a company is deemed to be unable to pay its 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 bankruptcy or has a bankruptcy petition issued against him) the Company shall have the right not to proceed further with the contract or any other work for the customer without prejudice to any monies already paid or then due to the Company Any unpaid invoices shall then become immediately due for payment.

15. General lien

Without prejudice to other remedies, in respect of all unpaid debts due from the customer the Company shall have a general lien on all electronic files, 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 electronic files, goods or property as agent for the customer in such manner as the company thinks fit.

16. Illegal matter

- (a) The Company shall not be required to work with any matter which in its opinion is or may be of an unlawful or libellous nature or an infringement of the proprietary or other rights of any third party.
- (b) The Company shall be fully 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 materials produced for the customer. The indemnity shall include (without limitation) any amounts paid on a lawyer's advice in settlement of any claim that any matter is libellous or such an infringement.

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17. Periodical publications

A contract for the production of a periodical publication may not be terminated by either party unless 8 weeks notice in writing is given in the case of periodicals produced monthly or more frequently. 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 contract forthwith should any sum due thereunder remain unpaid for 30 days.

18. Termination Of Work

If for any reason the customer/client would like to source design requirements elsewhere, The Company will happily provide PDF, ASP, HTML, SWF, TIFF, JPEG and PHP files only. No raw PSD layered files, QuarkXpress, Illustrator AI, or Flash FLA will be provided. These files contain the generation of artwork and not the finished files.

19. Force majeure

The Company shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its reasonable control including (without limiting the foregoing): Act of God; legislation; war; fire; flood; drought; inadequacy or unsuitability of any instruction, electronic file or other data or materials supplied by the customer; failure of power supply; lock-out; strike or any 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.

20. 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.

Where products or services supplied by Blayneypartnership to a client are supplied to Blayneypartnership by third parties, the client agrees to be bound by any terms and conditions of that supplier and any licence agreements and fully indemnifies Blayneypartnership in every respect matter is libellous or such an infringement.

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