

Terms & Conditions

In these terms:-

“the Company”

means Coventry & Warwickshire Print Ltd or any trading subsidiary thereof.

“the Customer”

means the person, organisation or firm who accepts the Company’s quotation or whose order for goods or Services is accepted by the Company.

“Products”

means goods of any description (including but not limited to printed items, graphics in any physical form, designs, promotional items, or hardware) which the Company is to supply in accordance with the contract.

“Services”

means the Services which the Company is to supply in accordance with the Contract

“Contract”

means the Contract for the supply of the Products or for the provision of the Services by the Company to the Customer.

“Document”

includes in addition to a document in writing a map, plan, design, drawing, picture or other image, or any other record of any information in any form.

“Input Material”

means any Documents or other materials, and any data or other information provided by the Customer relating to the Products or the Services.

“Output Material”

means any Documents or other materials, and any data or other information provided by the Company relating to the Products or the Services.

“Terms”

means the Standard Terms of trading of the Company set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Company and the Customer

“Writing, and any similar expression”

includes facsimile transmission, e-mail, or other electronic method

1. Basis of the Supply

1.1. The Company shall sell and the Customer shall purchase the Products and /or the Services in accordance with the Company’s Written quotation (if accepted by the Customer), or the Customer’s Written order (if accepted by the Company), subject in either case to these terms which will govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Customer.

1.2. No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Customer and the Company.

1.3 The Company’s employees or agents are not authorised to make any representations concerning the Products or the Services unless confirmed by the Company in Writing. In entering into a Contract the Customer acknowledges that it does not rely on any representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

1.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Products or the Services which is

not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

1.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

2. Orders and Specifications

2.1. The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Products or the Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

2.2. The quantity, quality and description of the Products or the Services and any specification for them shall be as set out in the Company's quotation.

2.3. The Company reserves the right to make any changes to the specification of the Products or the Services which are required to conform with any applicable statutory or European Union Requirements or, where the same are to be supplied to the Customers' specification, which do not materially affect their quality or performance.

2.4. No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in Writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs, (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

3. Price

3.1. The price of the Products or the Services shall be the Company's quoted price or, where no price has been quoted (or the quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the order. All prices quoted are valid for 60 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Company without giving notice to the Customer.

3.2. The Company reserves the right, by giving Written notice to the Customer at any time before delivery, to increase the price of the Products or the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alterations of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Products or the Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

3.3. Except as otherwise stated in the Company's Written quotation or in any price list of the Company, and unless otherwise agreed in Writing between the Company and the Customer, all prices are given by the Company on an ex-works basis, and where the Company agrees to deliver the Products or provide the Services otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.3.4. The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company.

3.5 The cost of pallets and returnable containers will be charged to the Customer in addition to the price of the Products or the Services, but full credit will be given to the Customer provided they are returned undamaged to the Company before the due payment date.

4. Terms of Payment

4.1. Products Subject to any special terms agreed in Writing between the Customer and the Company, the Company may invoice the Customer for the price of the Products on or at any time after delivery of the Products, unless the Products are to be collected by the Customer or the Customer wrongly fails to take delivery of them, in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Products are ready for collection or (as the case may be) the Company has tendered delivery of the Products.

4.2. Services Where Services are to be supplied, the Company shall invoice the Customer for the price of the Services on the date or dates specified in the Company's quotation or otherwise agreed in Writing between the Company and the Customer.

4.3. The Customer shall pay the price for the Products or the Services within 30 days of the date of the Company's invoice, and the Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place or that the Services have been only partly performed, and the property in any Products have not passed to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

4.4. If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to the Company, the Company may:-

4.4.1. cancel the Contract or suspend any further deliveries of the Products or performance of the Services.

4.4.2. appropriate any payment made by the Customer to such of the Products or the Services as the Company may think fit (notwithstanding any purported appropriation by the Customer); and

4.4.3. charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate of 6% above the base rate from time to time of Lloyds Bank Plc from the due date until the outstanding amount is paid in full.

4.5 Should supply of any Products or Services be suspended at the request of or delayed by any default on the Customer for a period of 30 days or more, then the Company shall be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

5. Delivery of Products

5.1. Delivery of Products should be made by the Customer collecting the Products at the Company's premises at any time after the Company has notified the Customer that the Products are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Products to that place.

5.2. Any dates quoted for delivery of the Products are approximate only and the Company shall not be liable for any delay in delivery of the Products howsoever caused. Time for delivery shall not be of the essence of the contract unless previously agreed by the Company in Writing. The Products may be delivered by the Company in advance of the quoted delivery date on giving reasonable notice to the Customer.

5.3. Where delivery of the Products is to be made by the Company in bulk, the Company reserves the right to deliver up to 3 per cent more or 3 per cent less than the quantity ordered without any adjustment in the price, and the quantities so delivered shall be deemed to be the quantity ordered.

5.4. Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Terms or any claim by the Customer in respect of any one or more instalments shall not entitle the customer to treat the Contract as a whole as repudiated.

5.5. If the Company fails to deliver the Products (or any instalment) for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, and the Company is accordingly liable to the Customer, the Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Products.

5.6. If the Customer fails to take delivery of the Products, or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then, without limiting any other right or remedy available to the Company, the Company may:-

5.6.1. store the Products until actual delivery and charge the customer for the reasonable costs (including insurance) and storage; or

5.6.2. sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

6. Delivery of Services

6.1. Delivery of the Services shall be made at the place or places and at the time or times specified in the Contract.

6.2. The Customer shall at its own expense supply the Company with all necessary Input Material, and all necessary data or other information relating to the Services, and shall make all preparations as specified in the Contract within sufficient time to enable the Company to provide the Services in accordance with the Contract. The Customer shall ensure the accuracy of all Input Material

6.3. The Company may at any time without notifying the Customer make any changes to the Services, which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

7. Printed Materials

7.1. This Section 7 shall apply in respect of all printed materials supplied as the Products or as part of the Services.

7.2. All Input Material supplied by the Customer for the purpose of executing the Contract shall be free from error or defects which could affect the Products or Services. In the event that any fault in the Input Material causes any fault in the Products or Services then the Customer shall reimburse the Company for any consequent costs and expenses.

7.3. The Customer's requirements for proofs or samples for approval shall be as agreed in the Contract or as later agreed in Writing before the start of the Company's production of the same or the ordering of special materials. Changes required by the Customer after approval of proofs or samples shall be on condition that it meets the additional costs incurred by the Company as a result.

7.4. Unless otherwise specifically agreed in Writing, all printed Products will carry the Company's imprint, which will be positioned at its discretion.

7.5. The Company shall not be required to produce any matter which in its opinion is or may be of an illegal obscene or libellous nature or an infringement of the privacy proprietary or intellectual property rights of any third party and the Customer shall indemnify the Company against all claims costs and liabilities incurred as a result of the Input Material being of this nature. Such indemnity shall extend to costs incurred by the Company in obtaining legal or other advice in defence of any claim against it. Without prejudice to clause 8.3 the Company may refuse to produce any matter which in its opinion may infringe copyright of a third party if permission to publish has not been obtained by the Customer, or which may otherwise be

prejudicial or detrimental to the good of the Company's business.

7.6. An order for the printing of a periodical publication may not be terminated by either party unless one weeks notice in writing is given, in the case of the periodicals produced monthly or more frequently, or four weeks notice in writing in the case of other periodicals.

7.7. Where the Customer requires colour reproduction to a specific standard or to match a sample supplied, it shall be supplied with a colour proof prior to placing the order and to the Contract coming into force. Execution of the order will not proceed until an agreement in Writing approving the colour proof has been received from the Customer and such approval shall form part of the Contract.

7.8. The Company shall not be liable in respect of printed material being unsuitable for copying by any method unless the Contract specifically places an obligation on the Company to ensure that such material is suitable for copying by any specified method.

8. Rights in Input Material and Output Material

8.1. The property and any copyright or other intellectual property rights in:-

8.1.1. Any Input Material shall belong to the Customer

8.1.2. Any Output Material shall, unless otherwise agreed in Writing between the Customer and the Company belong to the Company, subject only to the right of the Customer to use the Output Material for the purpose of the Contract.

8.2. Any Input Material or other information provided by the Customer which is so designated by the Customer shall be kept confidential by the Company, and all Output Material or other information provided by the Company which is so designated by the Company shall be kept confidential by the Customer; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

8.3. The Customer warrants that any Input Material and its use by the Company for the purpose of providing the Products or the Services will not infringe the copyright or other rights of any third party, and the Customer shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such infringement.

8.4. Property (including Input Material) supplied to the Company by the Customer or on its behalf, shall be at the Customer's risk while in transit to the Company or (subject to clause 8.5) in the Company's possession unless agreed otherwise in writing.

8.5. Whilst the Company shall take all reasonable care of Input Material whilst in its possession, it cannot guarantee that, where the Contract requires such Input Material to be subject to any process, it might not be damaged by such process. Accordingly the Company shall have no liability in respect of Input Material lost or damaged through any process providing it has taken reasonable care to avoid or minimise such loss or damage and the Customer acknowledges that it should ensure it retains copies of any Input Material of a valuable or irreplaceable nature.

9. Risk and Property in Products

9.1. Risk of damage to or loss of the Products shall pass to the Customer;

9.1.1. In the case of Products to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Products are available for collection; or

9.1.2. In the case of Products to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Products, the time when the company has

tendered delivery of the Products.

9.2. Notwithstanding delivery and the passing of risk in the Products, or any other provisions of these Terms, the property in the Products shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Products and all other goods and services agreed to be sold or provided by the Company to the Customer for which payment is then due.

9.3. Until such time as the property and the Products passes to the Customer, the Customer shall hold the Products as the Company's fiduciary agent and bailee, and shall keep the Products separate from the goods of the customer and third parties and properly stored, protected and insured and identified as the Company's property, but the customer may re-sell or use the Products in the ordinary course of its business.

9.4. Until such time as the property in the Products passes to the Customer (and provided the Products are still in existence and have not been resold), the Company may at any time require the Customer to deliver up the Products to the Company and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Products are stored and repossess the same.

10 Warranties and Liability

10.1. In respect of the supply of the Services, the Company warrants to the Customer that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract and at the intervals and within the times referred to in the Contract. Where the Company supplies in connection with the provision of the Services any goods (including Output Material) supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for the purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Company.

10.2. In respect of the supply of Products, the Company warrants, subject to the following provisions, that at the time of delivery the Products will correspond with their specification and will be free from defects in material and workmanship.

10.3. The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the client.

10.4. The above warranties are given by the Company subject to the following conditions:-

10.4.1. The Company shall be under no liability in respect of any defective Products or the Services arising from any Input Material.

10.4.2. The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions failure to following the Company's instructions (whether oral or in Writing) misuse or alteration or repair of any Products without the Company's approval;

10.4.3. The Company shall be under no liability under the above warranties (or any other warranty condition or guarantee) if the total price for the Products or the Services has not been paid by the due date for payment.

10.5 The above warranties do not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the Manufacturer to the Company.

10.6 Subject as expressly provided in these Terms and except where the Products or Services are sold to a person dealing as a consumer (within in 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.

10.7 A claim by the Customer which is based on any defect in the quality or condition of the Products or the Services or their failure to correspond with specification agreed in the Contract shall (whether or not delivery is refused by the Customer) be notified to the Company within seven days from the date of delivery, or commencement of performance of the Services, or (where the defect or failure was not apparent upon reasonable inspection) within a reasonable time after discovery of the defect or failure. In such event the Customer shall allow the Company to inspect the relevant item/s. If delivery is not refused and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Products or performance of the Services and the Company shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the Products and/or Services had been delivered in accordance with the Contract.

10.8 Where a valid claim in respect of any of the Products which is based upon a defect in the quality or condition of the Products or their failure to meet specification is notified to the Company in accordance with these Terms, the Company may rectify or replace the Products (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Products (or a proportionate part of the price) in which case the Company shall have no further liability to the Customer.

10.9 Except in respect of death or personal injury caused by the Company's negligence or breach of contract, or liability for defective Products under the Consumer Protection Act 1987, the Company 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 loss of profit or any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence or breach of contract of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or the provision of the Services or their use or re-sale by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Products or the amount of the charges for the provision of the Services, except as expressly provided in these terms.

10.10 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Products or the Services if the delay or failure was due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control.

10.10.1 act of God, explosion, flood, tempest, fire or accident;

10.10.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

10.10.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;

10.10.4 import or export regulations or embargo;

10.10.5 strikes, lockouts or other industrial actions or trade disputes (whether involving Employees of the Company or of a third party);

10.10.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

10.10.7 power failure or breakdown in machinery.

11. Insolvency of Customer

11.1 This clause applies if:-

11.1.1 the Customer makes a voluntary arrangement with its Creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an Administration Order or goes into Liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

11.1.2 an encumbrancer takes possession, or a Receiver is appointed of, any of the property or assets of the Customer; or

11.1.3 the Customer ceases, or threatens to cease to carry on its business; or

11.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

11.2 If this clause applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract or suspend any further deliveries or performance under the Contract without any liability to the Customer, and if the Products have been delivered or the Services rendered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12 General

12.1 Without prejudice to other remedies, the Company shall in respect of all monies owing from the Customer have a general lien on all goods and property of the Customer in its possession (including Input and Material and whether worked on or not) and shall be entitled on the expiration of fourteen days notice, dispose of such goods or property as it thinks fit and to apply any proceeds towards such debts

12.2 Any property supplied by the Customer or on its behalf, and not removed by the Customer or delivered with the completed order will remain at the Customer's risk and storage costs, if any, may be added to the Customer's account.

12.3 These Terms (together with the conditions if any set out in the Contract) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.

12.4 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.5 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.6 If any provision of the Contract is held by a Court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the contract and the remainder of the provision in question shall not be affected.

12.7 For the purpose of the Contracts (Rights of Third Parties) Act 1999, the Contract is not intended to, and does not, give any person who is not a party to it except as maybe specifically stated in the Contract, any right to enforce any of its provisions.

12.8 The Contract shall be subject to the Law of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.