

# Roxbourne Press Ltd

## TERMS AND CONDITIONS OF BUSINESS

1. All quotations or tenders given to enquiries are not binding unless stated in writing and are subject to sight of final copy and are valid for four weeks from the date given.
2. All quotations are exclusive of delivery and VAT unless otherwise stated in writing.
3. A final proof must be returned to the company signed by an authorised signatory of the customer. The customer shall be responsible for ensuring the accuracy of the copy and proof. The company does not accept responsibility for any errors within either the copy or the approved proof.
4. On acceptance of any order the customer shall pay not less than 30% of the contract price as a deposit to the company.
5. The company may vary the contract price if the customer varies or amends its instructions or order. Such amendment or variation shall be subject to acceptance by the company and the customer shall be responsible for any abortive work and the cost of any materials expended by the company prior to the variation. If an order is cancelled after inception the customer shall be liable for any abortive work or wasted materials expended by the company.
6. **The customer shall ensure that all copy irrespective of how produced and supplied to the company are NOT in breach of copyright, design or patent registration and does not contain any defamatory material. The customer shall have ensured that all necessary permission for use, royalty or licence agreement has been entered into and indemnifies the company against any claim that may arise in respect of any of these matters including defamatory statements or material.**
7. The company retains the right to refuse an order that it believes could lead to its prosecution or a civil action against it.
8. The balance of any invoice due shall be paid immediately on delivery of the goods or upon satisfaction of the order. In the event of there being any delay in payment the customer shall be liable to a charge of 2% over base rate of HSBC per annum, apportioned on a daily rate.
9. Delivery shall take place either upon the customer taking possession of the goods at the company's premises or when the goods are despatched from the company's premises to the customer at his direction and by whatever means. This shall include, but not be exhaustive of, despatch by post, courier or car hire.
10. The customer shall inspect the goods upon delivery and shall within five working days of receipt inform the company in writing of any defect or fault which it alleges does not conform with its order, otherwise the customer shall be deemed to have accepted delivery.
11. Notwithstanding that risks shall be deemed to have passed to the customer on delivery title shall not pass until the contract price has been paid in full and the company shall be entitled to a general lien on all goods that have not been paid in full. Should the customer become insolvent the company's lien shall apply to all the goods of the company that it has supplied to the customer in the past (although some of those goods may have been paid for) for the unpaid contract price of any other goods sold by the company to the customer.
12. Where the customer specifies or supplies any materials of whatever nature to be used by or worked on by the company, the company shall use its best endeavours to secure the best results, but responsibility is not accepted for any imperfect work due to the unsuitability of the materials. **It is emphasised that materials supplied by the customer are held and worked on at the customer's risk and reasonable allowance must be made for spoilage.** Any materials retained or left with the company at completion of an order shall be retained by the company for two years and then shall be disposed of by the company by whatever means it sees fit.
13. **Liability of the company is limited to the purchase price. It is hereby declared by the parties that the company is not liable for any consequential loss. Although we undertake to perform all work to our highest standards, if a defect occurs the company shall be given the opportunity to use its best endeavours to rectify the same.**
14. **Delivery dates, unless stated to be of the essence, are deemed to be estimates only, although the company shall use its best endeavours to meet all dates required by the customer.**
15. Unless otherwise agreed in writing and signed by one of the directors of the company, these terms and conditions shall apply to all dealings of the customer with the company.
16. The performance of all contracts shall be subject to variation or cancellation by the company owing to any act of God, terrorism, war, strike or lock out or by any Government regulation or by any inability to procure materials or articles required for performance of the contract and the company shall not be held responsible for any liability to deliver caused by any such contingency.
17. The copyright of any design or other work created by the company or its employees shall remain the property of the company unless specifically assigned in writing to the customer.
18. The company maintains the right to sub-contract work as it sees fit in accordance with the normal practice of the trade.
19. While every effort is made to ensure that advice given by the company's employees is accurate and of the highest quality, the company cannot admit liability for any loss that occurs.
20. These terms and conditions are governed by the laws of England and Wales and the parties hereby submit to the jurisdiction of the English Courts.