

CONDITIONS OF TRADING

1. **COST VARIATION** – Quotations are based on the current costs of production and are subject to amendment by the Printer on or at anytime after acceptance to meet any rise or fall in such costs.
2. **VALUE ADDED TAX** – The Printer shall be entitled to charge the amount of any value added tax payable whether or not included on the quotation or invoice.
3. **PRELIMINARY WORK** – Work carried out, whether experimentally or otherwise, at the Customer's request will be charged.
4. **PROOFS** – Customers' corrections including alterations in style, and the cost of additional proofs necessitated by such corrections will be charged extra. Proofs of all work may be submitted for the Customer's approval, and in that event no responsibility will be accepted for any errors in them not corrected by the Customer.
5. **DELIVERY AND PAYMENT** –
 - (a) Delivery of work shall be accepted when rendered and whereupon or on notification that the work has been completed and payment shall become due. Title to the goods shall not pass until full payment has been received.
 - (b) New Customers will be asked to provide trade and bank references before credit terms are agreed. Until agreement is reached, trade will be conducted on a pro forma basis.
 - (c) The Printer reserves the right to charge the Customer interest at the rate of 4% over Barclays Bank plc Base Lending Rate per day or part thereof on all overdue accounts, such interest to accrue from day to day.
 - (d) Should work be suspended at the request of or delayed through any default of the Customer for a period of 30 days the Printer shall then be entitled to immediate payment upon rendering an invoice for work already carried out and materials specially ordered.
6. **OVERTIME** – If as a result of any default by the Customer or of any delay in the supply to the Printer of any copy or materials it shall in the opinion of the Printer become necessary in order to meet delivery dates to employ some or all of the Printer's employees at overtime rates or incur other additional costs, or if expedited delivery shall be agreed with the like results, thereupon the Printer shall be entitled to charge the Customer all overtime and other additional costs so incurred.
7. **VARIATIONS IN QUANTITY** – Every endeavour will be made to deliver the correct quantity ordered, but quotations 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, the same to be charged or deducted.
8. **CLAIMS** – Claims arising from damage, delay, or partial loss of goods in transit must be made in writing to the Printer and the carrier so as to reach them within three days of delivery and claims for non-delivery within 28 days of despatch of the goods. All other claims must be made to the Printer within ten days of delivery.
9. **LIABILITY** –
 - (a) The Printer shall not be liable for indirect or consequential loss or third party claims occasioned by delay in completing the work.
 - (b) Where work is defective for any reason, including negligence, the Printer's liability (if any) shall be limited to rectifying such defect.
10. **STANDING MATTER** –
 - (a) Artwork, metal, film, glass and other materials used by the Printer in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives, and the like shall remain its exclusive property.
 - (b) Type may be distributed and lithographic, photogravure, 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** – Customer's property and all property supplied to the Printer by or on behalf of the Customer will be held, worked on, and carried at the Customer's risk and the Printer will have no liability for loss or damage.
12. **TERMINATION** –
 - (i) Both the Printer and the Customer shall have the right at any time by giving notice in writing to the other to terminate this contract forthwith upon the happening of one or more of the following events:
 - (a) If the other shall fail to make any payment within three days of the due date or to remedy any other breach forthwith upon being so required in writing.
 - (b) If the other shall enter into liquidation, whether compulsory or voluntary (other than for the purposes of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt.
 - (ii) A contract for the printing of a periodical publication which is not expressed to be for a fixed period may be terminated by either party by notice in writing as follows: thirteen weeks (publication at monthly intervals or less), twenty-six weeks (publication at more than monthly intervals).
13. **REMEDIES** – Termination of this contract for whatever causes shall not affect the rights or remedies of either party in respect of any antecedent breach or in respect of any sum of money owing by the other.
14. **MATERIAL SUPPLIED BY CUSTOMER** –
 - (a) The Printer 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.
 - (b) Where materials are so supplied or specified, responsibility for defective work will not be accepted by the Printer unless this is due to his failure to use reasonable skill and care.
 - (c) Quantities of materials supplied shall be adequate to cover normal spoilage.
15. **GENERAL LIEN** – Without prejudice to other remedies the Printer shall in respect of all unpaid debts due from the Customer have a general lien on all goods and property whether in his possession or not 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 as he thinks fit and to apply any proceeds towards such debts.
16. **ILLEGAL MATTER** –
 - (a) The Printer shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature.
 - (b) The Printer shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous matter printed for the Customer or any infringement of copyright, patent or design.
17. **FORCE MAJEURE** – Every effort will be made to carry out the contract but its due performance is subject to cancellation by the Printer or to such variation as he may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the Printer's control.
18. **LAW** – These Conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.