

Paul Sample Corporate Communications Ltd

Terms and Conditions of Graphic Design and Print

1. Introduction

1.1 These terms and conditions of business (“the terms”) govern every contract made between Paul Sample Corporate Communications Ltd for the supply of graphic design, illustration, printing or goods and services to any person, firm, charity or company (“the client”).

1.2 The terms prevail over any written terms and conditions of the client.

1.3 Any variation to the terms must be agreed in writing by Paul Sample Corporate Communications Ltd.

1.4 All contracts between Paul Sample Corporate Communications Ltd and the client will be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

1.5 Separate Terms and Conditions of Business exist over dealings between Paul Sample Corporate Communications Ltd and clients in respect of media relations, training services, journalism and public relations consultancy.

2. Price and payment

2.1 The client will pay Paul Sample Corporate Communications Ltd the fixed fee or current list price charge – whichever is agreed at the time of instruction.

2.2 Paul Sample Corporate Communications Ltd reserves the right to add interest to any account outstanding after 30 days up to the maximum permitted by legislation.

2.3 Paul Sample Corporate Communications Ltd will invoice the client after 28 days if feedback is not received to progress the clients project.

2.4 Invoices from Paul Sample Corporate Communications Ltd to the client for supply of goods or services should be paid in full within 30 days of the invoice date, by BACs or cheque.

2.5 Paul Sample Corporate Communications Ltd reserve the right NOT to release final files until payment has cleared through its bank.

2.6 Paul Sample Corporate Communications Ltd Account details as follows:

Bank: Abbey National

Name of Account: Paul Sample

Corporate Communications Ltd

Sort Code: 09-01-26

Account: 53672462

2.6 If the client does not have a credit account with Paul Sample Corporate Communications Ltd, goods or services must be paid for on collection of the completed job.

2.7 Paul Sample Corporate Communications Ltd reserves the right (without disclosing a reason) to demand payment for work on collection at any time.

2.8 The client will pay any expenses incurred by Paul Sample Corporate Communications Ltd in connection with the recovery of monies outstanding (including legal costs on an indemnity basis).

3. Ordering

3.1 Orders for work must be given in writing to Paul Sample Corporate Communications Ltd by the client.

3.2 Notwithstanding clause 3.1, if Paul Sample Corporate Communications Ltd accepts a verbal order from the client Paul Sample Corporate Communications Ltd will not be held responsible for any mistakes (made by either party) arising from that verbal order.

3.3 Paul Sample Corporate Communications Ltd reserves the right to refuse to accept any order.

4. Estimates

4.1 All estimates given by Paul Sample Corporate Communications Ltd will be valid for 28 days from the date of estimate.

4.2 If the client's final order changes from the original specification made for the quotation, Paul Sample Corporate Communications Ltd reserves the right to vary the estimate.

4.3 Estimates assume that the copy, text, pictures, graphs, pie charts, tables and other illustrations received from the client are final and require no further amendment.

4.4 Paul Sample Corporate Communications Ltd will not touch up, improve or otherwise alter illustrations or graphs etc supplied by the client unless specifically requested to. Our hourly rates will apply in all such cases.

4.5 Estimates assume that there will be a maximum of two sets of proofs and amendments/corrections for all work. Excessive authors amendments (in excess of two sets of proofs/changes) will be charged out at our hourly rate.

4.6 Although we strive to work towards permanent working partnership with all of our clients, if we are asked to provide a competitive quote we will always seek to undercut a lower quote supplied by one of our competitors. All we ask is sight of the competing quote and any conditions which apply.

5. Turnaround times

5.1 It is up to the client to set themselves realistic timescales for the production of graphic design and/or printed work. As well as weekends, national holidays and the constraints of normal office hours, there are elements of the creative process which cannot be fast-tracked (such as drying times, reprographics, folding, delivery times etc).

5.2 Where quoted, turnaround times are normal target times only and Paul Sample Corporate Communications Ltd accepts no liability for failure to meet these times, but will always use its best endeavours to do so.

5.2 Where a client misses a time critical deadlines, this may result in their work missing printing slots booked on a client's behalf. This will usually result in missed delivery deadlines. We will use our best endeavours to minimise the adverse impact of missed deadlines – but the onus is on the client to meet agreed deadlines in the first place.

6. Print finish

6.1 Unless stated by the client, Paul Sample Corporate Communications Ltd will decide, at its discretion, which print finish to use (either semi-matt or gloss).

7. ADSL/ISDN/E-mail data transmission

7.1 Paul Sample Corporate Communications Ltd will not accept responsibility for loss of earnings to the client for untransmissible ADSL/ISDN/E-mail data.

7.2 It is solely the responsibility of the client to ensure the receiving end of the ADSL/ISDN/E-mail transmission has an active compatible computer.

7.3 It is the responsibility of the client to ensure the correct ADSL/ISDN/E-mail address is given to Paul Sample Corporate Communications Ltd.

7.4 Paul Sample Corporate Communications Ltd prefers to receive data on CD disk, correctly formatted to our specification (please ring for details).

8. PDFs

8.1 It is the client's responsibility to supply PDF documents set up ready to print and correctly formatted to our specifications (please ring for details).

8.2 Paul Sample Corporate Communications Ltd cannot be held responsible for loss of earnings as a result of PDFs being incorrectly set up for print (low resolution etc).

9. Colour balancing and proofing

9.1 Paul Sample Corporate Communications Ltd will, if requested by the client, scan images to a colour balance provided by the client by way of reference prints or polaroids.

9.2 If no such request or reference material is provided by the client Paul Sample Corporate Communications Ltd will scan and/or print images using its own judgement for colour balancing.

9.3 Clients need to be aware that when undertaking full colour printing using the CMYK printing system, it is difficult to guarantee exact colour matches with reference to Pantone colour numbers.

9.4 Clients are advised that pdf proofs, when viewed on screen or printed off, are not 100% colour accurate and there may be some variation in tone due to lighting effects, paper specification etc.

9.5 As a matter of course, the cost of 100% accurate Chromalin proofs are not included in Paul Sample Corporate Communications Ltd estimates. To guarantee absolute piece of mind in respect of colour and picture quality, Paul Sample Corporate Communications Ltd advises clients to allow the time and budget to enable us to provide full colour proofs in respect of landmark documents. Chromalin proofs should be requested when the artwork is signed off.

10. Uncollected work

10.1 If any items of work including prints and original files belonging to a client are not collected after 12 months of the requested work being done, Paul Sample Corporate Communications Ltd reserve the right to dispose of such material.

11. Copyright, moral rights and consents

11.1 Paul Sample Corporate Communications Ltd claims no copyright in material submitted to us for the purposes of fulfilling the clients instruction.

11.2 The client warrants that the client owns or controls all rights, has obtained all copyright, or has permissions, consents and waivers that as are now and hereafter required for all copying, processing, scanning, printing and manipulation to be undertaken by Paul Sample Corporate Communications Ltd.

11.3 The client also warrants that no copyright or moral rights will be infringed by Paul Sample Corporate Communications Ltd carrying out the requested work.

11.4 The client agrees to indemnify Paul Sample Corporate Communications Ltd against all losses, damages, claims or expenses which Paul Sample Corporate Communications Ltd may incur by virtue of any breach of the above warranties.

11.5 Clients should obtain the consent of any adult or, in the case of children, from the guardian or parent of the child, for the use, reproduction and/or printing of any photograph featuring that person. Paul Sample Corporate Communications Ltd cannot be held liable for any infringement of privacy, or any damages arising from, the use of such photographs.

12. **Liability**

12.1 The client must contact Paul Sample Corporate Communications Ltd, concerning the details of any Paul Sample Corporate Communications Ltd invoice, or any complaint, within 7 days of the date of the invoice. Letters of complaint should be on the client's headed notepaper and signed on behalf of the client by a Director of the firm, charity or organisation.

12.2 Where it is mutually agreed that sub-standard work should be reprinted in whole or part, the client should arrange for all items to be returned, completely in unopened boxes.

12.3 The use by the client of any items which he/she regards as sub-standard will be deemed by Paul Sample Corporate Communications Ltd as acceptance by the client that the item is fit for use and full repayment will be expected.

12.4 Paul Sample Corporate Communications Ltd's liability to the client or any other party for the loss including theft, or destruction or damage to any materials provided by the client which are deposited with Paul Sample Corporate Communications Ltd for whatever reason;-

12.4.1 Will be limited to the replacement cost of the actual material and;

12.4.2 Paul Sample Corporate Communications Ltd will not be liable for the cost of reshooting or reprinting the material contained on the material and;

12.4.3 Paul Sample Corporate Communications Ltd will not be liable for any loss or damage to the client or any other party including loss of income and;

12.4.4 It is the clients responsibility to insure against such loss and damage.

12.5 Paul Sample Corporate Communications Ltd will not be liable for failing to complete any contract between Paul Sample Corporate Communications Ltd and the client due to circumstances beyond Paul Sample Corporate Communications Ltd' control including loss of power supply, machine breakdown, loss of materials, fire, storm, flood, act of god, war, civil disturbance or terrorism.

13. **Discounts**

13.1 It is not the policy of the company to give discounts, refunds or partial refunds.

14. **Charitable Giving Policy**

14.1 Paul Sample Corporate Communications Ltd has a corporate charitable giving policy. Generally it supports regular charitable clients where it enjoys the status of sole provider. Please ask for details.

15. **Amendment**

15. 1 These terms may be changes, amended or altered in part, or in full, without warning by Paul Sample Corporate Communications Ltd. It is the responsibility of the client, and his/her staff, to read and understand these terms and conditions.

Paul Sample
MCIPR
1st September 1999