



# **CAPTIVE**

## **IMAGINATION**

### **TERMS & CONDITIONS**

#### **1. PRICE VARIATION**

Estimates are based on current costs of production for Captive Imagination (hereafter referred to as 'the printer') and, unless otherwise agree, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

#### **2. CHARGES AND PAYMENT**

Where no price has been agreed we will charge you a reasonable price depending upon the work or goods involved. We will charge Value Added Tax where appropriate. This may not be shown on the estimate. We will charge for all preliminary work which is produced at your request. If a credit account has been agreed and setup, overdue accounts will be charged a 2% above base rate surcharge per month on the amount outstanding. Estimates are based on the current costs of production and subject to amendment on or at any time after acceptance to meet any rise or fall in such costs. Estimates are conditional upon a 10% being allowed for overs or shortages, the same to be charged or deducted. Estimates are also conditional upon a margin of 10% being allowed for weight difference in stock, the same to be charged or deducted.

#### **3. TAX EXCEPT**

In the case of a customer who is not contracting in the course of a business nor holding themselves as doing so, the printer reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

#### **4. PRELIMINARY WORK**

All work carried out, whether experimentally or otherwise, at customers request shall be charged unless otherwise agreed.

#### **5. COPY**

A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

#### **6. PROOFS**

Proofs of all work may be submitted for customer's approval and the printer shall incur no liability for any errors not corrected by the customer in proofs submitted. Customer's alterations and additional proofs necessitated thereby may be charged extra. When style, type or layout is left to the printer's judgment, changes there from made by the customer may be charged extra.

#### **7. DELIVERY AND PAYMENT**

- A) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed the ownership shall pass and payment shall become due.
- B) Should expedited delivery be agreed, an extra may be charged to cover any overtime or any other additional costs involved.

c) 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 payment for work already carried out, materials specially ordered and other additional costs including storage.

## **8. CLAIMS**

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the printer and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to the printer and the carrier within seven days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to the printer within 28 days of delivery. The printer 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.

## **9. LIABILITY**

The printer shall not be liable for any loss to the customer arising from delay in transit not caused by the printer. Whilst the printer will make every endeavour to supply work by the date or within the period arranged with the customer, unless expressly agreed in writing time is not of the essence of the Contract. The printer in any event shall not be responsible for any loss whatsoever in the nature of consequential loss and the printer's liability is restricted to the value of the Contract or replacement of materials printed.

## **10. COPY AND SPECIFICATIONS**

It will remain the customer's responsibility to ensure that all copy and other specifications of printed matter, including adhesive on self adhesive labels are correct before applying to product or packaging. The printer cannot accept any responsibility once the labels have been applied.

## **11. STANDING MATERIAL**

Metal, film, glass and other materials owned by the printer and used by us in the production of type, plates, moulds, stereotypes, electrotypes, film setting, negatives, positives and the like shall remain his exclusive property. Such items when supplied by the customer shall remain the customer's property. Final films invoiced to the customer shall belong to the customer once the invoice has been paid.

## **12. CUSTOMER'S PROPERTY**

A) Except in the case of a customer who is not contracting in the course of a business nor holding themselves out as doing so, customer's property and all property supplied to the printer by or on behalf of the customer shall while it is in the possession of the printer 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.

B) The printer shall be entitled to make a reasonable charge for the storage of any customer's property left with the printer before receipt of the order or after notification to the customer of completion of work.

## **13. INSOLVENCY**

If the customer being an individual has a bankruptcy order made against them or being a limited company has a winding up order made against it the printer without prejudice to other remedies shall have the right not to proceed further with the contract of any work for the customer and be entitled to charge for the work already carried out (whether worked on or not) and materials purchased for the customer, such charge to be an immediate debt due to them.

## **14. LIEN**

The printer shall have a general lien on all goods and property of the customer in the printer's possession (whether worked on or not) for all unpaid debts due from the customer to the printer whether or not the debt or debts relate to the specific goods and property of the customer.

**15. RETENTION OF TITLE**

All goods supplied by the printer to the customer under the terms of this agreement shall remain the sole and absolute property of the printer both in laws and in equity until the customer shall have paid the printer the agreed price together with the full price of any goods supplied by the printers to the customer pursuant to any other contract between them and the customer acknowledges that he is in possession of all goods supplied under the terms of this agreement solely as bailee of the printer until the customer shall have paid the printer the agreed price together with the full price of any other goods supplied by the printer to the customer pursuant to any other contract between the printer and the customer.

**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 or an infringement of the proprietary or other rights of any third party.
- B) The printer shall be 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 of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

**17. PAYMENT**

Initial orders require payment in advance and thereafter, unless otherwise agreed in writing by an authorised company official, payment for the goods is due within 30 (thirty) days following the invoice date.

**18. FORCE MAJEURE**

The printer shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or 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 printer elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

**19. These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.**