

## CONDITIONS UNDER WHICH WORK IS ACCEPTED

*Where the context so requires, for 'printer' read 'bookbinder'*

1. **COST VARIATION.**

Quotations are based on the current costs of production and are subject to amendment by the printer on or at any time 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 customer's request, will be charged.
4. **PROOFS.**

Author's 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 customer's approval, and in that event no responsibility will be accepted for any errors in them not corrected by him.
5. **DELIVERY AND PAYMENT.**

(a) Delivery of work shall be accepted when tendered and thereupon on notification that the work has been completed the ownership shall pass and payment shall become due.

(b) Should expedited delivery be agreed and necessitate overtime or other additional cost, an extra charge may be made.

(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 and materials specially ordered.
6. **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 carried for overs or shortage, the same to be charged or deducted.
7. **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.
8. **LIABILITY.**

(a) The printer shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the customer arising from delay in transit.

(b) Where work is defective for any reason, including negligence, the printer's liability (if any) shall be limited to rectifying such defect.
9. **STANDING MATTER.**

(a) 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 his 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.
10. **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 customer's risk.
11. **MATERIALS 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.
12. **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 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.
13. **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.
14. **PERIODICAL PUBLICATIONS.**

A contract for the printing of periodical publications may not be terminated by either party unless written notice is given as follows:—

<i>Nature of Publication</i>	<i>Length of Notice (given at any time)</i>
Weekly	13 weeks
Fortnightly	
Monthly	
Two Monthly	26 weeks
Quarterly	

Nevertheless the printer may terminate any such contract forthwith should any sum due thereunder remain unpaid.
15. **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.
16. **LAW.**

These Conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.
17. **LATE PAYMENT.**

The Company (Firm) regards late payment of our invoices as a Breach of Contract. We expect our customers to remedy such a Breach within 7 days of formal notification of same. In the event that a customer fails to remedy a late Payment within 7 days of formal notification, the Company (Firm) reserves the right to employ those third-party services that we consider appropriate to obtaining payment in the minimum time, at the customer's expense. Charges incurred under this clause could include:

  - Fees for preparing court documentation
  - Court Fees
  - Court Attendance Fees by a solicitor or lay representative
  - Fees charged by Expert Witnesses
  - Time and expenses of our own staff attending court or other tribunal or hearing
  - Commission charged by third parties for successful collection of our account
  - Any other cost directly attributable to the late or non-payment of an account duly owed to us.

In addition to the above we will charge interest on an overdue amount at the rate of 1% per month, a daily rate of 0.032%.

Payment of all charges incurred plus interest will be required before an account is considered paid in full.