

Pollard Creativity

TERMS and CONDITIONS of TRADE

In these Terms and Conditions of Trade 'We' and/or 'Us' means Pollard Creativity and 'You' and/or 'Your' means the individual or company purchasing goods and services from Pollard Creativity.

1. Payment Terms

(a) We reserve the right to request pre-payment on account for any work where we feel it is appropriate to do so. Unless otherwise stated, payment of invoices is due within 30 days of date of invoice. We reserve the right to tender additional invoices calculated at the current bank rate + 8% per month on outstanding balances which have not been paid within our payment terms. VAT is charged on invoices at the current prevailing rate

(b) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed ownership shall pass and payment will become due.

(c) Unless otherwise specified the price quoted is for delivery of the work to your address as set out in any quotation or verbal agreement.

We reserve the right to charge for delivery to an address not set out in the quotation or verbal agreement, or for expedited delivery not specified in the quotation or verbal agreement which incurs additional charges to us.

2. Price Variation

Prices are based on our expected production costs as determined by any estimate, quotation and/or the content of any designs supplied to you, and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs arising from any amendment of the work so specified.

3. Tax

Except in the case of a client who is not contracting in the course of a business nor holding himself out as doing so, we reserve the right to charge the amount of any value added tax payable whether or not included on the quotation or invoice.

4. Preliminary and Experimental work

We reserve the right to charge for all preliminary or experimental work carried out at your request unless otherwise agreed in writing.

5. Additional work

We reserve the right to charge for any additional work or costs incurred where copy or images supplied by the client are not clear and legible or suitable for the purpose(s) intended.

6. Disputes

(a) In the unlikely event that you should wish to dispute an invoice, we ask that you confirm to us in writing the item(s) under query within 21 days of the invoice date. If the matter relates to charges levied by ourselves we will propose a resolution immediately.

(b) If the dispute is the result of third party charges, we will endeavour to achieve a timely resolution. In the event of any dispute we must insist that payment of any other monies owing, unrelated to the item under dispute, is made in accordance with our standard payment terms.

(c) In the unlikely event of unsatisfactory work, complaints should be made in writing within 7 days of receipt of goods. No complaint will be entered into unless

all relevant materials are returned for inspection.

7. Cancellations

We understand that from time to time projects may need to be cancelled or postponed after commencement.

Whilst we will endeavour to keep cancellation charges to a minimum we will have to pass on any costs incurred.

8. Termination of contract

If you intend to terminate a contract with us, you must notify us in writing giving one months notice.

9. Claims

(a) Advice of damage, delay or partial loss of goods in transit or of non-delivery must be made to us and the carrier in writing within 3 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 us and the carrier within 7 clear days of delivery (or, in the case of non-delivery within 42 days of despatch of the goods).

(b) All other claims must be made in writing to us within 28 days of delivery. We shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the client proves that (i) it was impossible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

10. Matter supplied by you

(a) We reserve the right to reject any matter supplied by you which appears to us unsuitable or unfit for the purpose(s) intended. Additional work or costs incurred if matter is found to be unsuitable or unfit during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by us in ascertaining the unsuitability of the matter then that that amount shall not be charged to you

(b) Where matter is so supplied or specified by the client, we will take every care to secure the best results, but we cannot accept responsibility for substandard work caused by defects or unsuitability of any matter so supplied and specified by you.

(c) For the purposes of this condition "Matter" includes all materials whether supplied on computer disks, transmitted electronically or in any other form or media.

11. Author's Alterations

(a) Any alterations to proofs made by you except where such alterations are the result of our errors or omissions which require additional work and/or proofs shall be charged. Where style or content is left to our judgement, any changes made therefrom by you shall be charged.

(b) We can accept no responsibility whatsoever for any errors or omissions on proofs so supplied which have not been clearly identified or corrected by the you.

(c) For the purposes of this condition "Proofs" includes paper matter or digital files whether supplied on paper, computer disks, transmitted electronically or in any other form or media.

12. Standing matter

(a) Paper, illustrations, photographs, film, plates digital data, computer disks, and all other materials owned by us and/or created by us in the production of designs, digital artwork, film-setting, plates and the like shall remain our exclusive property unless otherwise agreed in writing.

(b) Such items when supplied by you shall remain your property.

(c) Paper, illustrations, film, digital data, digital artwork, computer disks, or other work or materials may be destroyed or effaced immediately after the work is executed unless written instructions are given by you to the contrary.

(d) Where such instructions are given we reserve the right to charge for storage of such materials and/or charge for the supply of such materials to the client whether by transportation, electronic transmission or copying onto computer disks.

13. Periodical publications

A contract for the printing of a periodical publication may not be terminated by either party unless 26 weeks notice in writing is given in the case of periodicals produced quarterly or 13 weeks notice in writing is given in the case of other periodicals produced more frequently. Notice must be given after completion of work on any one issue. Nevertheless we may terminate any such contract forthwith should any sum due thereunder remain unpaid.

14. Client's property

Except in the case of a client who is not contracting in the course of a business nor holding himself out as doing so, all property supplied to us by you or on your behalf while it is in our possession or in transit to or from you shall be deemed to be at your risk unless otherwise agreed and you shall insure accordingly.

15. Variations in quantity in print orders

Although every endeavour will be made to deliver the correct printed quantity on all print orders, all commissions are conditional upon margins of 5% for work in one colour and 10% for all other work being allowed for overs or shortages.

16. Confidentiality

We undertake that all information made available to us in the course of our work for you shall be treated by us as confidential (except that which is manifestly in the public domain).

17. Data Protection

You are hereby notified that we may transfer personal information about you to a Credit Reference Agency

18 Passing of Property

Work done and goods sold will remain our property until all sums due to us from you are paid and in the event of any default in payment by you we shall be entitled to retain possession of the goods supplied or work done.

19. Copyright

(a) The copyright in work created by us is vested in you once payment has been made in accordance with the terms set out above. In the case of materials or services provided by third parties (e.g. stock photographs or logos), rights remain with those third parties unless agreement is specifically made to the contrary.

(b) We can accept no responsibility for the infringement of

copyright, patent, trademark, or commercial rights arising from the use of any matter supplied or specified by you that may be so protected except where it can be proved that we have knowingly used matter which is so protected.

(c) All rights to original designs, logotypes, symbols, graphics, images and intellectual property owned by us which are used in the production of work are protected by English Copyright laws, and other applicable legislation, and remain our property unless such rights have been transferred or assigned to you in writing.

(d) The passage of property does not entitle you to re-use, re-purpose, reproduce or transmit any matter used by us in the production of work that is so protected unless such re-use, reproduction or transmission has been agreed in writing between us.

20. Illegal matter

(a) We shall not be required to design, produce, print or transmit any matter which is in our opinion of an illegal, obscene, or libellous nature, or an infringement of the proprietary rights of any third party.

(b) We shall be indemnified by you in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design of any other proprietary or personal rights contained in any material produced for the you. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

21. Indemnity

In the absence of default or neglect on our part, we require that you indemnify us against any loss or costs resulting from any form of proceedings brought by anyone as a result of work approved by you or by other work carried out on your instructions.

22. Force majeure

We shall be under no liability if we shall be unable to carry out any provision of any contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, industrial action, or shortage or unavailability of materials. During the continuance of such a contingency you may give written notice to us and elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

23. Law

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

24. Acceptance of commissions

All commissions accepted by us whether verbal or written shall be governed by these conditions of contract unless otherwise agreed in writing.

25. Pollard Creativity is the trading name of Stephen Ernest Pollard.

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Last amended August 2008