

terms and conditions

Acceptance of orders - a) Multicolour contracts for the supply of goods and/or services only subject to these terms and conditions and all terms and conditions in the customer's order or enquiries inconsistent therewith shall be of no effect.

b) The terms and conditions herein shall constitute the entire agreement between Multicolour and any modification to these conditions will be binding only if it is evidenced in writing signed by a partner of the company and such evidence contains specific reference to those conditions being modified.

c) Acceptance of the customers order takes place when an order confirmation - email/fax/written/verbally is despatched/conveyed to the customer, or preliminary work is undertaken on the customers instructions.

d) We reserve the right to decline any order without giving any reason.

Currency - Payment for accepted orders must be in the currency agreed on the order confirmation or other written communication sent to the customer from ourselves detailing the order - fax/written/email. Without this written notification pounds sterling must be assumed.

Disclaimer - Multicolour disclaims to the maximum extent permitted by law all representations, warranties (express or implied) regarding products, services, quantities, pricing, graphics, software, information, published on our web site, in our buying guides or in any other form or location. Data is constantly updated and therefore is not necessarily accurate, current or complete.

Provision of the products, services, software, information is on an "as is" basis. In particular Multicolour disclaims without limitation, warranties of merchantability fitness for purpose, non infringement

Tax - Value added tax will be charged, if applicable, at the rate ruling on the date of supply whether or not included on the quote, order, invoice.

Preliminary work - All work carried out, whether experimentally or otherwise, at customer's request shall be charged.

Supply of design data - A charge may be made to cover any additional work involved where the design data supplied or specified is not clear, legible, or in the prescribed format/specification to produce satisfactory results.

Where design data is so supplied or specified, responsibility will not be accepted for imperfect work caused by defects in the supply format or specification. This includes any incompatibility or defects caused by differing software versions/ conflicting operating systems. All compatibility issues should be addressed by the customer to Multicolour before proceeding with the order. Any issues not addressed by the customer will not be the responsibility of Multicolour should the final order not meet the customers satisfaction.

Where we are aware defects in the data are so severe and cannot be remedied we will halt further processing awaiting your instructions. The work to this point will be chargeable.

Proofs - Proofs of all work may be submitted for customer's approval and we shall incur no liability for any errors not corrected and communicated by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra.

Archived Designs - Designs are usually archived on CD-ROM so enabling us to reprint, amend or extract data from previous orders. Retrieval and amendment of the designs is a chargeable service. We make no guarantee that files will be archived and retrieval may take up to 7 working days if stored.

Copyright - Unless negotiated and agreed in writing, the copyright of General Artwork, Commissioned Artwork and Illustrations belongs to Multicolour, except where the whole printed product design is uploaded, transferred to us by the customer or designed by the customer. The customer shall be responsible for all the design data they supply He/she should obtain the necessary authority to reproduce picture, artwork, photographs, logos etc. The customer will indemnify us and our agents from any claim arising thereof.

Company imprint - Unless otherwise specifically requested in writing all designs will carry our company imprint which will be positioned at our discretion.

Delivery and payment - Should we fail to despatch within the agreed schedule, It is up to the discretion of Multicolour as to whether it sees fit to issue compensation in the way of increasing the order quantity at no extra charge or issuing any amount of refund. Multicolour uses a third party for all delivery services, and as such cannot be held directly responsible

for any damages during transit, delay in meeting the agreed delivery schedule, or loss of order. In such an event, Multicolour will not be held liable for any damages or costs incurred, but

will pass the details of the third party courier used onto the customer, so that the customer can then pursue the matter.

(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) Unless otherwise specified the price quoted is for customer to collect the order from Multicolour. Delivery of the work to the customer's address should be set out in the order if required and may incur an extra cost.

(c) Should expedited delivery be agreed, extra may be charged to cover any overtime or any other additional costs involved.

(d) Should any part of an order be cancelled at any time, an administration charge of 33% (or a minimum of £20) will be chargeable along with any costs incurred by Multicolour. Additionally, Multicolour does not offer a 'cooling off period' due to the nature of producing bespoke print on demand.

(e) Should work be suspended at the request of or delayed through any default of the customer for a period of 14 days we shall then be entitled to payment for work already carried out, materials specially ordered and any other additional costs including storage.

Variations in quantity - Every endeavour will be made to provide the correct quantity ordered, but estimates are conditional upon margins for 5 per cent for work in black only and 10 per cent for other work being allowed for overs or shortage (4 per cent and 8 per cent respectively)

Claims - Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to us and the carrier within three working days of delivery (or in the case of non-delivery within 28 days of despatch of the goods). All other claims must be made in writing to us within 28 days of delivery

Limitation of Liability - a) The sole liability of Multicolour in respect of any defect in, or failure of any goods or services supplied or for any shortage in the quantity of goods delivered or for any loss, injury attributable directly or indirectly thereto (other than in respect of death or personal injury) is limited to i) making good by replacement or ii) repairing defects or failures which under proper use appear therein. b) Without prejudice to the foregoing, Multicolour shall in no circumstances be liable - i) for any indirect or consequential loss (including without limitation loss of production, loss of profit or liability to third parties) suffered or incurred by the customer ii) for any loss or damage in excess of the contract price for the goods or part thereof in respect of which a claim is made. We shall not be liable for any loss to the customer arising from delay in transit of their goods.

Customer's property - (a) Except in the case of a customer who is not contracting in the course of a business or holding himself out as doing so, customer's property and all property supplied to us by or on behalf of the customer shall while it is in our possession or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should arrange insurance accordingly

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

Materials/data supplied by the customer - (a) We may reject any paper, plates, data, media or other materials supplied or specified by the customer which appear to us to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged

(b) Responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

(c) Quantities of materials supplied shall be adequate to cover normal spoilage. Credit terms - For invoices not settled within the agreed credit terms, we reserve the right to charge interest on the overdue debt at 2% above the HSBC Bank base rate at the time and an administration fee to cover the debt recovery costs.

Overdue Payments - If payment is not received within the agreed terms, Multicolour will instruct their solicitors to recover the amount due. The solicitors costs plus a £50.00 admin charge will be added to the amount due along with any interest accrued as in section (c)

Insolvency - If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, we without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to us, and (ii) in respect of all unpaid debts due from the customer we have a general lien on all goods and property of his in our possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as we think fit and to apply the proceeds towards such debts.

Illegal matter - (a) We shall not be required to print or design any matter which in our opinion is or may be of an illegal or libellous nature or any infringement of the proprietary or other rights of any third party

(b) We 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 of or 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.

Printing - Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, we shall not be required to guarantee an exact colour consistency throughout a quantity or an exact match in colour or texture between the customer's photograph or transparency monitor display - local or over the internet, colour proof and the printed article.

Force majeure - We shall be under no liability if we shall be unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power of 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 us elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

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