



Standard Terms & Conditions of Service (Updated 08.11.10)

## 1. DEFINITIONS

1.1 In these conditions:

**'CLIENT'** means the person named on the Order Sheet for whom the Supplier has agreed to provide the Specified Service in accordance with these Conditions and shall include their respective successors in title to substantially the whole of their respective undertakings.

**'CONTRACT'** means the contract for the provision of the Specified Goods and Service.

**'DOCUMENT'** includes, in addition a document in writing, any map plan, graph, drawing or photograph, any film, negative, tape, or other device embodying visual images and any disc, tape or other device embodying any data.

**'INPUT MATERIAL'** means any Documents or other materials, and any data or other information provided by the Client relating to the Specified goods or service.

**'OUTPUT MATERIAL'** means any documents or printed materials, and any data or other information

**'ORDER SHEET'** means the sheet to which these Conditions are appended.

**'SPECIFIED SERVICE'** means the Goods and Services to be provided by the Supplier for the Client and referred to in the Order Sheet.

**'SUPPLIER'** means Pulse Print Limited registered in England under number 6863815 and shall include its permitted assignees.

**'SUPPLIER'S STANDARD CHARGES'** means the charges shown in the Supplier's brochure or other published literature or electronic literature relating to the Specified Goods or Service.

1.2 The headings in these conditions are for convenience only and shall not affect their interpretation.

## 2. SUPPLY OF SPECIFIED GOODS AND SERVICES

The Supplier agrees to design and print the Promotion Materials ("the Services") for The Client as follows:

(a) Take receipt of the Promotion Materials, or design the Promotional Materials according to the Instructions on the Order;

(b) Print the Promotional Materials according to Instructions on the Order;

(c) Use its best endeavors in carrying out the Services and to ensure that the Services are carried out in a responsible professional and courteous manner in order to market as effectively as possible the events venues, products or services featured in the Promotion Materials.

(d) The client shall at its own expense supply the Supplier with all necessary Documents and other materials, and all necessary data or other

information relating to the Specified Goods or Service in accordance with the Order. The Client shall insure the accuracy of all Input Material and will be responsible for proofing Material for any errors or emissions.

(e) The Client shall at its own expense retain duplicate copies of all Input Material and insure against accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused and the Supplier shall not be responsible for returning Material.

## 3. ORDER FOR WORK

(a) No contract shall exist between the Supplier and the Client until the Supplier has accepted an Order from the Client by verbal agreement, facsimile, email or post to the relevant employee

(b) The Supplier shall lay out specifications of an order in a quotation which will be valid for 30 days unless otherwise specified any order without a quotation shall be charged at the Suppliers published prices.

(c) Any changes to an Order must be agreed between the Supplier and the Client before any work has commenced.

(d) Cancellation of an Order will be subject to a cancellation fee and any other applicable charges.

(e) Payment must be received in full for an Order before the Order will commence unless a formal account has previously been set up.

## 4. SUB-CONTRACTING AND ASSIGNMENT

(a) Pulse Print Ltd. may assign the benefit and burden of its rights and

obligations resulting from this contract to any third party.

(b) The Designer, Distributor or Printer may not without Pulse Print's consent sub-contract, assign, transfer or in any other manner make over the benefit and/or burden of its rights and obligations hereunder to any third party. Notice of a proposed assignment by the Designer, Distributor or Printer must be given to Pulse Print Ltd.

## 5. STANDARD CHARGES

(a) Subject to any special terms agreed, the Client shall pay the Supplier's Standard charges and any additional sums which are agreed between the Supplier and the Client for the provision of the specified Goods or Service, or which in the Suppliers sole discretion, are required as a result of the Clients instructions or lack of instructions in the inaccuracy of any Input Material or any other cause attributed to the Client.

(b) The Suppliers Standard Charges and all other costs will be laid out in an invoice to the Client. Any query with regards to Suppliers charges must be raised with the Supplier within 30 days of the invoice tax date.

(c) The Client must pay the Supplier within the credit terms laid out on the invoice, and without any set-off or other deduction. Clients without a formally set up account with the Supplier must pay the Supplier in full before commencement of an Order.

(d) Failure to pay the Supplier within the given Terms shall result in immediate removal of any credit facilities and may result in legal action being pursued with interest being charged at the current rate. Any invoice outstanding beyond the given terms may be referred to Daniels Silverman Ltd or equivalent, and will be subject to a further surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all interest, other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.

(e) Pulse Print Ltd shall be able to change the suppliers' Standard charges from time to time and shall be laid out in the Suppliers current pricing documentation.

(f) All charges quoted to the Client for the provision of the specified Goods or Service are exclusive of Value Added Tax, for which the Client shall be additionally liable at the applicable rate.

## 6. PROPERTY

The property and any copyright or other intellectual property rights in:

(a) Any Input Material shall belong to the Client.

(b) Any Output Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Output Material for the purpose of utilizing the Specified Goods or Service.

## 7. LIABILITY AND INDEMNITY

(a) Except in respect of death or personal injury caused by Pulse Print's negligence, Pulse Print Ltd. shall be under no liability for any loss or damage (whether direct, indirect, or consequential and including loss of profit, loss of business, depletion of goodwill, loss of business opportunity or loss of savings) howsoever arising which may be suffered by the Client as a result of Pulse Print's actions or failure to act.

(b) The Supplier warrants to the Client that the Specified Goods or Service will be provided using reasonable care and skill and as far as reasonably possible, in accordance with the Order sheet, and within the times referred to in the Order sheet. Where the Supplier supplies any goods including Output Material supplied by a third party the Supplier does not give any warranty, guarantee or other terms as to their quality fitness or purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.

(c) The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, illegible, out of sequence or in the wrong format, or arising from their late arrival or non arrival, or any other fault of the Client.

(d) The Supplier shall not be liable to the Client or deemed to be in

breach of the contract by reason of any delay in performing, or any failure to perform, any of the Suppliers obligations in relation to the specified Goods or Service, if the delay or failure was due to any cause beyond the Suppliers reasonable control.

(e) Where complaint may arise with any goods or service provided by the Supplier the Client must notify the Supplier in writing within 7 days of receipt of the goods or service.

If a product is thought to be faulty or incorrect by a customer, and a refund or replacement is required, the original product(s) must be returned to the supplier within 14 days (or it will be deemed to be acceptable by the client).

## **8. TERMINATION**

(a) The Client shall be entitled to terminate the Contract at any time by giving not less than three months written notice to the Supplier.

(b) Either party may at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written or verbal instruction to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary agreement with his or its creditors or has a receiver or administrator appointed.

## **9. HEADINGS**

Headings shall not affect the meaning or interpretation of this contract.

## **10. SEVERABILITY**

If and insofar as any part or provision of these conditions is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of these conditions and the remaining provisions of these conditions shall continue in full force and effect. The parties shall meet to discuss the void and unenforceable provisions and shall substitute therefore a lawful and enforceable provision, which so far as possible results in the same economic effects.

## **11. NOTICE**

Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be relevant having been notified pursuant to this provision to the party giving the notice and may be delivered personally or by facsimile or email transmission or first-class post. A notice shall be deemed to have been served (if personally delivered) at the time of delivery or (if sent by first-class post) forty-eight hours after posting or at the time of transmission if sent by facsimile or email transmission.

## **12. GENERAL**

(a) These Conditions (together with the terms, if any, set out in the Order sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding any may not be varied except in written agreement between the two parties. All other Terms and Conditions, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by the law.

(b) These Conditions and all other express terms of the contract shall be governed by and construed in accordance with the laws of England and Wales and all disputes arising out of these Conditions shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

(c) No failure or delay by either party in exercising its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.