

Passion for Print Ltd

Terms and Conditions of Sale

Passion for Print Ltd, The Print Yard, 89a Moorland Road Stockport SK2 7AX



1. Definitions

"Passion for Print" means the party providing the goods or services under these Terms.

"Buyers" means the party contracting with Passion for Print to acquire the goods and services supplied under these Terms.

"Contract" means the contract between Passion for Print Ltd and the Buyer for the supply of goods and/or services in accordance with these Terms.

"Electronic File" means any text, illustration or other matter supplied or produced by either Party in digitised form on disc or any other communication link."

"Insolvency" means the Buyer is in a position where it is unable to pay its debts or has a winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him or such analogous insolvency event takes place.

"Intermediates" means all products produced during the manufacturing process including non-exhaustively discs, plates, intellectual property.

"Periodical Publications" means publications produced at (normally regular) intervals.

"Preliminary Work" means all work done in the concept and preparatory stages (including non-exhaustively design, artwork, colour matching).

"Terms" means these terms and conditions.

"Work" means all goods (by way of intermediate or finished product) and services supplied by Passion for Print to the Buyer pursuant to the Contract.

2. Payment and Credit Facilities

a) Estimates are based on Passion for Print's current costs of production and, unless otherwise agreed in writing, are subject to amendment to meet any rise or fall in such costs that have taken place by the time of delivery.

b) Estimates are given and charges are made exclusive of tax and Passion for Print reserves the right to charge and the Buyer will pay any VAT or other tax payable.

c) All work carried out shall be charged. This includes all Preliminary Work whether or not the Buyer agrees to that work being taken forward to production.

d) Any additional work required of Passion for Print by reason of the Buyer supplying inadequate copy incomplete or incorrect instructions or insufficient materials; or late delivery of the same shall be charged.

e) Payment shall become due before delivery of the work. Passion for Print, at its absolute discretion, may ask for part or full payment in advance of starting work.

f) If credit facilities have been granted by Passion for Print Ltd, payment is due by the end of the month following the month of invoice. If any item(s) remain unpaid by that due date charges will apply, in accordance with S5A and /or S6 of the Late Payment Commercial Debt (Interest) Act 1998 or any subsequent enactment. In addition, all invoices will become due and payable immediately and will be treated as overdue items, with appropriate charges applied and all costs reasonably incurred in collecting the debt payable by the Buyer.

g) Unless otherwise agreed in writing, the price of the Work will be "ex-works" and delivery shall be charged extra.

h) Should the Work be suspended or delayed by the Buyer for any reason Passion for Print Ltd shall be entitled to charge for storage and for loss of or wastage of resources that cannot otherwise be used.

i) Should the suspension or delay in clause 2(h) above extend beyond 30 days Passion for Print Ltd shall be entitled to immediate payment for work already carried out, materials specially ordered and any other additional cost.

j) Should facilities may be granted to applicants who complete Passion for Print's New Customer Application Form and who satisfy Passion for Print's criteria as set out form time to time. Where facilities are granted Passion for Print reserves the right to withdraws them at any time, without having to give their reason and, in such a case, all outstanding invoices become due and payable immediately.

3. Basis of Contract

a) The Contract shall come into existence on the date on which the relevant order placed by the Buyer is accepted in writing by Passion for Print.

b) These Terms shall apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice of course of dealing.

c) All Work supplied by Passion for Print shall be governed by the terms of the Contract, including Terms.

4. Delivery

a) Delivery of the Work shall be accepted when tendered.

b) Unless otherwise agreed in writing completion and delivery times are a guide only and, whilst Passion for Print make every effort to adhere to proposed timescales, time is not of the essence in any Contract with the Buyer.

c) Unless otherwise agreed in writing, (in which case an extra charge may be made): (i) delivery within the UK will be to the kerb side at the Buyer's address and the Buyer will make arrangements for off-loading and for any additional transportation to its storage facility; (ii) delivery to any location outside of the UK will be limited to no greater an obligation upon Passion for Print than Incoterms 2010 DAP (Delivered at Place), and shall not (for the avoidance of doubt) include DDP (Delivered Duty Paid).

d) Subject to any agreement as per clause 4© above, delivery involving difficult access and/or unreasonable distance from vehicular access shall entitle Passion for Print to make an extra charge to reflect its extra costs.

e) Should expedited delivery be agreed Passion for Print shall be entitled to make an extra charge to cover any overtime or any other additional costs.

5. Materials supplied or specified by the Buyer

5.1 Electronic Files

a) It is the Buyer's responsibility to maintain a copy of any original Electronic Files provided by the Buyer.

b) Passion for Print shall not be responsible for checking the accuracy of supplied input from an electronic file unless otherwise agreed in writing.

c) Without prejudice to clause 5.2) if an Electronic File is not suitable for outputting on equipment normally adequate for such purposes without adjustment or other corrective action Passion for Print may make a charge for any resulting additional cost incurred or may reject the file without prejudice to its rights to payment for work done/material purchased.

5.2. Other Materials

a) Metal, film and other materials owned by the Buyer and supplied to Passion for Print for the production of type, plates, film-setting, negatives, positives, electronic files and the like shall remain the Buyer's exclusive property. However where the content is generated by Passion for Print, in order to protect its intellectual property rights and at its absolute discretion, replace such material with unused material of a similar or better quality.

b) Passion for Print may reject any film, discs, paper, plates, electronic files or other materials supplied or specified by the Buyer which appear to him to be unsuitable for the purposes intended. Additional cost incurred if materials are found to be unsuitable 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 Passion for Print in ascertaining the unsuitability of the materials then that amount shall not be charged to the Buyer.

6. Material and equipment supplied by Passion for Print Ltd

- Metal, film and other materials owned by Passion for Print and used in the production of intermediates, type, plates, film-setting, negatives, positives, electronic files and other production processes, together with items thereby produced, shall remain Passion for Print's exclusive property.

- Type shall be distributed and film and plates, tapes, discs, electronic files or other work destroyed immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, storage shall be charged.

- Passion for Print shall not be obliged to download any digital data from its equipment or supply the same to the Buyer on disc, tape or by any other communication link

7. Retention of Title

- The Work remains Passion for Print's property until the Buyer has paid for it and discharged all other debts owing to Passion for Print.

- If the Buyer becomes subject to insolvency and the Work has not been paid for in full Passion for Print may take the goods back and, if necessary, enter the Buyer's premises to do so, or to inspect and/or label the goods so as to identify them clearly.

- If the Buyer shall sell the goods before they have been paid for in full he shall hold the proceeds of sale on trust for Passion for Print in a separate account until any sum owing to Passion for Print has been discharged from such proceeds.

- Where the Buyer is in breach of these Terms or performs any act of Insolvency Passion for Print reserves the right to approach the Buyer's customer and to offer the Work directly to them, notwithstanding the fact that this will involve advising the Buyer's customer that the Buyer is in breach or in default.

8. Proofs and variations

- Passion for Print shall incur no liability for any errors not corrected by the Buyer where the Buyer has been provided with proofs. The Buyer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Passion for Print's judgement, changes therefore made by the Buyer shall be charged extra.

- Where the Buyer specifically waives any requirement to examine proofs Passion for Print is indemnified by the Buyer against any and all errors in the finished Work.

- Due to differences in equipment, paper, inks and other conditions between colour proofing and production runs, a reasonable variation in colour between colour proofs and the completed job will be deemed acceptable unless otherwise agreed in writing.

- Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 10 percent for work being allowed for overs or unders the same to be charged or deducted, unless otherwise agreed in writing.

9. Claims and Liability

9.1 Claims

a) Advice of damage, delay or loss of goods in transit or of non-delivery must be given in writing to Passion for Print and the carrier within three clear days of delivery (or, in the case of non-delivery, within 3 days of notification of despatch of the goods) and any claim in respect thereof must be made in writing to Passion for Print and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 7 days of notification of despatch). All other claims must be made in writing to Passion for Print within 14 days of delivery. Passion for Print shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Buyer proves that (i) it was not possible to comply with the requirements and (ii) the claim was made as soon as reasonably possible.

b) If the Work is defective so that the Buyer may in law reject it, said rejection must take place within 7 days of delivery of the goods, failing which the Buyer will be deemed to have accepted the Work.

c) In the event of all or any claims or rejections Passion for Print reserves the right to inspect the Work within seven days of the claim or rejection being notified.

9.2 Liability

10 Insolvency

Without prejudice to other remedies, if the Buyer becomes Insolvent, Passion for Print shall have the right not to proceed further with the Contract or any other work for the Buyer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Buyer, such charge to be an immediate debt due to him. Any unpaid invoices shall become immediately due for payment.

11 General Lien

Without prejudice to other remedies, in respect of all unpaid debts due from the Buyer Passion for Print shall have a general lien on all good and property of or provided by the Buyer in its possession (whether worked or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as agent for the Buyer in such manner and as at such price as he thinks fit and to apply the proceeds towards such debts, and shall when accounting to the Buyer for any balance remaining be discharged from all liability in respect of such goods or property.

12. Illegal Matter

13. Force majeure

Passion for Print shall be under no liability if it shall be unable to carry out any provision of the Contract for any reason beyond its reasonable control including (without limiting the foregoing): Act of God; legislation; war; fire; flood; drought; inadequacy or unavailability of any instructions, electronic file or other data or materials supplied by the Buyer; failure of power supply; lock-out; strike or other action taken by employees in contemplation of furtherance of a dispute; pandemic; epidemic; non-performance by suppliers or subcontractors, material supply chain disruptions or delays, any law or any action taken by a government or public authority (including without limitation imposing an export or import restriction, quota or prohibition) or failing to grant a necessary licence or consent or owing to any inability to procure materials required for the performance of the Contract. During the continuance of such contingency the Buyer may by written notice to Passion for Print elect to terminate the Contract an pay for work done and materials use, but subject thereto shall otherwise accept delivery when available

14. Data Protection

15. Law

These Terms and all other expressed and implied Terms of the Contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England and Wales.

16. Notices

All specifications and notices relied on by either party and all variations to these Terms must be in writing and include a duly authorised signature.

17. Consumers

Nothing in these Terms shall affect the rights of Consumers.

18. Severability

All clauses and sub-clauses of these Terms are severable and if any clause or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction then such enforceability shall not affect the enforceability of the remaining provision or identifiable parts thereof in these Terms

19. Entire Agreement

These Terms constitute the entire agreement and understanding between Passion for Print and the Buyer and supersede any previous agreements, promises, assurances, warranties, representations, undertakings or understandings between them, whether written or oral.

20. Rights of third parties

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.