

Terms and conditions

Terms and conditions of **Essex Bookbinders Ltd** (Registered in England No. 08027648), 31 Village Way, Kirby Cross, Frinton-on-Sea, CO13 OPG, England (herein after referred to as "the Company")

Definitions pertaining to this contract:

COMPANY – Essex Bookbinders Ltd.

CUSTOMER – The person who accepts the estimate of the Company and whose order is placed on and accepted by the Company.

1. **PAYMENT TERMS** – Payment is due upon delivery/collection, unless otherwise agreed in writing. Amounts outstanding beyond alternative agreed terms will attract interest at 5% over Bank of England base rate, which will be invoiced at the Company's discretion.
2. **GOODS AND SERVICE CHARGES** - The Company shall provide goods and services and shall receive payment for these goods and services in accordance with section 4 of these Terms & Conditions.
3. **TAX** – Essex Bookbinders Ltd are registered for Value Added Tax. Books and book repairs are not subject to VAT, but other types of products and services may be.
4. **DELIVERY AND PAYMENT** - Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed payment shall become due in accordance with item 1.
5. **CLAIMS** - All claims by the Customer based on any defect in the quality or condition of the goods or their failure to meet the agreed specification must be made in writing to the Company within 30 days of delivery/collection, and must be returned to the Company unused. Claims after that period cannot be accepted.
6. **LIABILITY** - (a) The Company shall not be liable for defective work supplied by the Customer and any concession or reduction in price agreed between the Customer and the Company shall not affect payment of the sum agreed. (b) The Company 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 not caused by the Company.
7. **CUSTOMER'S PROPERTY** – Whilst all reasonable care will be taken by the Company, Customer's property and all goods supplied to the Company 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 in writing and the Customer should insure accordingly.
8. **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 the Company 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 any costs incurred by the Company in fulfilling the order, such charge to be an immediate debt due to him, and (ii) 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 in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

9. **ILLEGAL MATTER** - (a) The Company shall not be required to handle any matter which in the opinion of representatives or agents of the Company is or may be of an illegal, obscene or libellous nature or an infringement of the proprietary or other rights of any third party. (b) The Company 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 or of 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.

10. **CUSTOMER'S RESPONSIBILITY** - The Customer shall be responsible for the accuracy of the order placed upon the Company, including the supply of any artwork or other materials, and for providing information required to fulfil the order in accordance with the agreed specifications.

11. **CANCELLATION** - No order which has been accepted by the Company may be cancelled by the Customer unless with the agreement of the Company. The Customer shall indemnify the Company in full against all costs incurred and future losses (including loss of profits) as a direct result of any cancellation.

12. **AMENDMENTS TO ORDER** - The Customer shall indemnify the Company against any extra costs incurred due to changes to the delivery date, artwork supply or materials supply dates or change in quantity by the Customer after the order has been accepted by the Company.

13. **PRICES** - All prices quoted by the Company are valid for 30 days only, unless otherwise specified in the Company's quotation.

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

15. **VALIDITY** - These Terms and Conditions shall apply to all orders placed by the Customer on the Company. Where the Terms and Conditions of the Customer applicable to the fulfilment of the order conflict with these Terms and Conditions, then the Company's Terms & Conditions shall take precedence over any others unless otherwise agreed in writing by the Company.

16. **ENFORCEABILITY** - Should any provision of these Terms & Conditions be held by any competent authority to be invalid or unenforceable in part or in full, the validity of the other provisions of these Terms & Conditions and the remainder of the provision in question shall not be affected.

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