

- 1. Acceptance** The placing of an order with, and its acceptance by, the Company shall constitute a contract on the following conditions, which shall be paramount to any proposed by the client except as otherwise agreed in writing by the Company.
- 2. Cost Variation** Estimates are based on the current costs of production and are subject to amendment by the company on or at any time after acceptance to meet any rise or fall in such costs.
- 3. VAT** Face Creative Services Limited shall be entitled to charge the amount of VAT payable whether or not included on the estimate or invoice.
- 4. Preliminary Work** Work produced, whether experimentally or otherwise, at client's request will be charged for. No work will be undertaken on a speculative basis unless agreed in writing by the company.
- 5. Visuals, Layouts and Dummies** Visuals, Layouts and Dummies submitted by the company remain its property and no use shall be made or ideas taken from them by the client, except upon payment of compensation to be determined by the company.
- 6. Alterations** Estimates are based on copy or instructions originally submitted. Author's alterations in composition or layout are an additional charge. When style and typeface are left to the judgement of the designer or the typesetter, any alterations subsequently made by the client will be charged for. Quote can be supplied to the client prior to alterations.
- 7. Proofs** Proofs of all work may be submitted for the client's approval and no responsibility can be accepted for any errors in proofs passed by him. Corrections should be made on the proofs and marked 'OK' or 'OK with marked corrections' and signed by the person responsible for passing the work. All proofs are chargeable, but first proofs are normally included in estimated cost. No responsibility can be assumed for telephoned alterations.

**8. Delivery and Payment** (a) Delivery of work shall be accepted when tendered and thereupon or on notification that the work has been completed the ownership shall pass and payment shall become due.

(b) Should expedited delivery be agreed and necessitate overtime or other additional cost, an extra charge

may be made. (c) Should work be suspended at the request of or delayed through any default of the client for

a period of 30 days the Company shall then be entitled to payments for work already carried out and materials specially produced. (d) Payment terms are strictly 30 days from date of invoice.

**9. Delivery Using Outside Couriers (UK and International)** The company will use every endeavour to ensure that the goods are securely packaged, correctly addressed and despatched when requested. Thereafter, the Company shall not be liable for any damage, loss or delays in transit of the goods. Any replacement goods required may be re-invoiced in full to the client.

**10. Material Supplied by the Client** (a) The Company may reject any transparencies, paper, plates or other materials supplied or specified by the client which appear to the Company to be unsuitable. Additional costs incurred if materials are found to be unsuitable during production may be charged. (b) Where materials are so supplied or specified, responsibility for defective work will not be accepted by the Company unless this is due to its failure to use reasonable skill and care. (c) Quantities of materials supplied shall be adequate to cover normal spoilage. (d) Whilst every effort will be made to ensure the safety of any materials (transparencies, artwork etc.) supplied to the Company, no responsibility for loss or damage will be accepted nor subsequent claims met.

**11. Sub-contracting** The Company reserves the right to carry out any order by sub-contract.

**12. Variations in Quantity** Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditioned upon margins of 5 per cent for work in one colour only and 10 per cent for other work being allowed for overs and shortage, the same to be charged or deducted.

**13. Claims** (a) Claims arising from damage, delay or partial loss of goods in transit must be made in writing to the Company and the carrier so as to reach them within three days of delivery

and claims for non-delivery within 28 days of despatch of the goods. All other claims must be made to the Company within ten days of delivery

(b) Any claim or dispute relating to the invoice must be made in writing within 7 days of the date of invoice.

**14. Work Supplied via Electronic Media** The Company shall not be liable for indirect loss or third party claims occasioned by any use of any electronic media following its release from the Company.

**15. Liability** (a) 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 client arising from delay in transit. (b) Where work is defective for any reason, including negligence, the Company's liability (if any) shall be limited to rectifying such defect. (c) Clients will be liable for payment of any copyright or research fees as may arise.

**16. Consequential loss or damage** The liability of the Company in no circumstances includes or extends to any consequential loss or damage.

**17. General Lien** Without prejudice to other remedies, the Company shall in respect of all unpaid debts due from the client, have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as it thinks fit and to apply any proceeds towards such debt.

**18. Illegal Matter** (a) The Company shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature. (b) The Company shall be indemnified by the client in respect of any claims, costs and expenses arising out of any libellous matter printed for the client or any infringement of copyright, patent or design.

**19. Force majeure** Every effort will be made to carry out the contract but its due performance is subject to cancellation by the Company or to such variation as it may find necessary as a result of inability to secure labour, materials or supplies as a result of any Act of God, War, Strike,

Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the Company's control.

**20. Law** These Terms and Conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.