

Artistic Visions – Standard Terms and Conditions of Business

1 Definitions

In these conditions, unless the context requires otherwise

- 1.1 "Fee" means the fee quoted for the Service
- 1.2 "Order Confirmation Form" means the document upon which a quote is provided to You of Our Fee. Acceptance, whether orally or in writing, of its contents demonstrates that We and You have entered into an agreement
- 1.3 "Service" means the service that You request us to provide as set out on the Quotation Form
- 1.4 "Terms and Conditions" means this document. The Terms and Conditions will be incorporated expressly or impliedly into every agreement We enter into with You
- 1.5 "Work" means any labour, item or anything else done by Us during the provision of the Service
- 1.6 "Us, We, Our" means Artistic Visions of 5 Hill Road, Harrow HA1 2PN
- 1.7 "You, Your" means the person or company or entity for whom We agree to provide a Service

2 Fee and payment

- 2.1 The Fee will be that set out on the Order Confirmation Form and is exclusive of VAT
- 2.2 The Fee is valid for thirty days from the date of the Order Confirmation Form. It is subject to the following:-
 - 2.2.1 any changes in the prices of materials such as ink and other items used by Us in the provision of Our Service to You
 - 2.2.2 sight of the disk/artwork/transparencies
 - 2.2.3 availability of stock
- 2.3 Upon placing your order, 40% of the Fee will be payable. We will not commence any Work until We have received this. The balance will be payable on the day of delivery except where we agree to You paying in instalments in accordance with clause 2.4
- 2.4 Any arrangement to allow You to pay in instalments must be in writing. Should We agree to this, then You must pay to Us the agreed proportion of the Fee on the day of each delivery
- 2.5 Interest on overdue sums mentioned in these terms and conditions shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Barclays Bank Plc base rates from time to time in force
- 2.6 All payments to Us must be in pounds sterling or such other currency that is legal tender in England from time to time
- 2.7 We reserve the right to charge You a nominal amount should You agree to instruct us and then decide not to proceed
- 2.8 We may be prepared to offer you credit facilities if You are a new customer, however, this is subject to Us receiving satisfactory references
- 2.9 We may be prepared to offer a prompt payment discount but permission for this must be in writing

3 Termination

The following obligations are conditions of any agreement We enter into with You and any breach of them shall, unless We decide to the contrary, determine the agreement immediately and the rights and liabilities of You and Us shall, unless We decide to the contrary, then be determined in accordance with Clause 4

- 3.1 Failure on Your part to make punctual payment of all sums due to Us
- 3.2 The levying of any distress or execution against You or the making by You of any composition or arrangement with creditors or if any bankruptcy petition is presented against You or You are unable to pay Your debts as they fall due, if You are a limited company, any resolution or petition to wind You up (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of Your business or assets or if You shall suffer any analogous proceedings under foreign law
- 3.3 The doing or permitting by You of any act by which Our rights in intellectual property which came into being before, during or after Our Service to You may be prejudiced or put in jeopardy
- 3.4 Failure by You to provide us with instructions at any time during the provision of the Service after 3 months from the initial request whenever made

4 Termination Consequences

In the event of any agreement We enter with You being determined whether by effluxion of time, breach or otherwise

- 4.1 You will pay Us
 - 4.1.1 all arrears and any other sums due under the terms of any agreement
 - 4.1.2 all further sums due for Work which has already been done by Us prior to termination but for which We have not sent You an invoice
- 4.2 the sums set out on any invoice raised on account of clause 4.1.2 above will be payable within 15 days of the date of the invoice
- 4.3 You will immediately return to Us any items over which We own the intellectual property rights which have been handed to You

5 Printing

We strongly recommend that We carry out all printing and developing. We do not accept any responsibility whatsoever for any matters arising from You instructing someone else to do this and it will be Your responsibility to obtain a proof for printing in these circumstances

6 Third Party Rights

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to any agreement between You and Us and a person who is not a party to that agreement shall have no right under that Act to enforce any term of that agreement

7 Headings

All headings are for ease of reference only and shall not affect the construction of the Terms and Conditions

8 Severance

Any provision of these terms and conditions which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of the Terms and Conditions

9 Waiver

No waiver or forbearance by Us (whether express or implied) in enforcing any of Our rights under the Terms and Conditions or under any agreement that We enter into with You shall prejudice Our rights to do so in the future

10 Force Majeure

- 10.1 Neither party shall be liable for any default due to any act of G-d, war, civil disturbance, malicious damage, strike lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or government order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ("Force Majeure Event")
- 10.2 Each party shall give notice immediately, in writing, to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances giving rise to the Force Majeure Event

11 Cancellation by Us

We may cancel any agreement between You and Us at any time by giving five working days written notice. We shall not be liable for any loss or damage whatever arising from such cancellation

12 Intellectual Property Rights

Any intellectual property rights in the Work shall vest in Us. Following completion of the Service, and upon receipt of all sums due to Us, We may assign the intellectual property rights to You, however, should We do this, You agree that we may reproduce the Work in our own advertising material

13 Joint and Several

Where You are more than one person or entity, any obligations that You have under the Terms and Conditions or under any agreement that We enter into with You shall be joint and several

14 Jurisdiction

The Terms and Conditions and/or any agreement that We and You enter into shall be governed by and construed in accordance with English Law

15 Set off

All sums payable by You under these terms and conditions shall be paid without set off, counterclaim, withholding or deduction whatsoever unless required by law

16 Liability

- 16.1 We shall not be liable to You for any loss or damage suffered by You unless due to Our negligence or other failure to perform Our obligations under any agreement We enter into with You or under the general law save for clause 10 above
- 16.2 If any goods that We deliver to You as part of Our Service are faulty in any way, then We will replace them provided they are returned to Us within 7 days of the date they were delivered to You and We agree with You that they are faulty

17 Proofs

Where proofs are submitted for You to approve, We will not accept any responsibility for any errors which You do not correct after signing the proof

18 Risk

Risk shall pass to You upon delivery

19 Your property

- 19.1 Any property supplied by You or on your behalf to Us will be held, worked on and carried at Your risk
- 19.2 We may reject any materials supplied or specified by You which We consider to be unsuitable and You will be liable for any additional cost caused thereby
- 19.3 Quantities of materials supplied by You or on Your behalf shall be adequate to cover normal spoilage

20 General lien

Without prejudice to any other remedies open to Us, We shall have a general lien on any goods produced as part of the Service where any of the Fee or any other sums owing to Us are outstanding from You and We shall be entitled, upon providing You with five working days notice to dispose of such goods in a manner We think fit and to apply any proceeds towards any sums owing by You to Us

21 Illegal Matter

- 21.1 We shall not be required to print any matter which, in Our opinion, is or may be of an illegal or libellous nature
- 21.2 You shall indemnify Us in respect of any costs claims and expenses arising out of any libellous matter printed for You or from any infringement of copyright, patent, design or other third party right whether or not the material and/or design has been provided by You and it will be Your responsibility to check that any necessary third party consents have been obtained

22 Ownership of goods

- 22.1 Ownership of any goods produced by Us in supplying the Service remain in Us until such time as You have paid the Fee, or proportion of the Fee in accordance with 2.4, and any other sums due to Us
- 22.2 The provisions of 22.1 apply even where the goods supplied by Us to You are mixed with other goods or become a constituent part of other goods and We will also have ownership of such other goods

23 Indemnity

You shall keep Us indemnified from and against all costs claims demands expenses fines penalties and all liability whatsoever which may be made against Us, Our employees or agents or which We, Our employees or agents may sustain pay or incur arising out of or in connection with the provision of the service to You

24 Assignment

You will not assign or transfer any contract to which these terms and conditions apply or the benefit thereof without our written permission

25 Delivery Dates

Any date for delivery that We have provided You with either orally or in writing is simply an estimate and is subject to our agents, sub contractors or suppliers being able to meet that date. We will not be liable to You for any losses that You may suffer should We fail to deliver the Service on the date of delivery for any reason whatsoever