

LC

Standard Terms and Conditions

1 Definitions and interpretation

- 1.1 The following terms shall have the following meanings for the purposes of this agreement:
- 1.1.1 'The Company' means Logical Connections Ltd
- 1.1.2 'The Customer' means the party contracting with the Company for the Company's Services and the Works
- 1.1.3 'Insolvency' means the Customer 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
- 1.1.4 'Payments' means the amounts specified in the Specification of Works and Order Confirmation together with such additional sums as shall be due (if any) pursuant to clause 5 hereof
- 1.1.5 'Services' means all reprographic and allied technical services carried out by the Company
- 1.1.6 'Specification of Works and Order Confirmation' means the detailed specification of work to be carried out by the Company for the customer
- 1.1.7 'The Works' shall include all goods by way of intermediate or finished products together with Services carried out by the Company for the Customer in accordance with the of Works and Order Confirmation.
- 1.2 The Specification of Works and Order Confirmation forms part of this agreement and shall take effect as if set out in full in the body of these conditions and any reference to this agreement includes the Specification of Works and Order Confirmation.
- 1.3 Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.
- 1.4 All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties.

2 Appointment

The Customer appoints the Company to carry out the Works for the term in return for the Payments.

3 The Company's obligations

- 3.1 To provide the Services and carry out the Works. In performing these obligations:
- 3.1.1 (i) The Company shall not be responsible for checking the accuracy of supplied input from text artwork, other printed matter, an electronic file, plate or film nor for checking the printers proof against the supplied input unless otherwise agreed in writing.
- (ii) Where the Works will be forwarded by or on behalf of the Customer to a third party for further processing the Customer will be deemed to have inspected and approved the works prior to forwarding and the Company accepts no liability for claims arising subsequent to the third party's processing.

- (iii) The Company may reject any film, discs, paper plates, electronic files or other materials (“the materials”) supplied or specified by the Customer which appear to the Company to be unsuitable for the purpose intended. The additional costs incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional costs could have been avoided but for unreasonable delay by the Company in ascertaining the unsuitability of the materials then that amount shall not be charged to the Customer but
- (iv) without prejudice to clause 3.1.1 (iii) where the materials are so supplied or specified and the Company so advises the Customer of their unsuitability and the Customer instructs the Company to proceed anyway the Company will use reasonable endeavours to secure the best results but shall have no liability for the quality of the end product.

3.2 Confidentiality

- 3.2.1 Not at any time during or after the performance of the agreement to divulge or allow to be divulged to any person or make use of any confidential information relating to the business or affairs of the Customer gained in the course of providing the Services and the Works.

3.3 Indemnity and Disclaimer

To indemnify and keep indemnified the Customer from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Customer resulting from a breach of this agreement by the Company including any act neglect or default of the Company’s employees or agents provided that the Company shall have no liability:

- (i) in respect of loss of information or corruption of data or damage whether or not caused by neglect or default of the Company its servants or agents and
- (ii) for consequential loss or damage howsoever caused including the delay or failure on the part of third party suppliers.
- (iii) for any errors not corrected by the Customer where the Customer has been provided with proofs. The Customer’s alterations and additional proofs necessitated thereby shall be charged extra.
- (iv) where the Customer has specifically waived any requirement to examine proofs and in this event the Company shall be indemnified by the Customer against all and any errors in the finished Works.
- (v) where there are differences in equipment, paper, inks and other conditions between colour proofing and production runs resulting in a reasonable variation in colour in which event the completed job will be deemed acceptable unless otherwise agreed in writing.

4 The Customer’s obligations

In consideration of the Works to be rendered by the Company under this agreement the Customer agrees:

- 4.1 to make the Payments promptly without demand deduction or set-off;
- 4.2 to maintain a copy of any original text, artwork, electronic file provided by the Customer
- 4.3 that any instructions given to third parties on behalf of the Customer by the Company shall be deemed to have been given by the Company as Agent for the Customer.

5 Payment

The Customer shall make payment to the Company as follows:

- 5.1 All work carried out shall be charged. This includes the Works and all Preliminary Work whether or not the Customer agrees to that work being taken forward to production.
- 5.2 The price payable by the Customer to the Company for the Works shall be in accordance with the Specification of Works and Order Confirmation.

5.3 The Company shall be entitled

(a) to request an interim payment on account from the customer at any time after the customer has received the Specification of Works and Order Confirmation from the Company, such payment not to exceed the total of the Payments

(b) to levy invoices on a monthly basis for the Works which are ongoing irrespective as to whether the work shall have been delivered. Payment is due to the Company within 30 days of the date of each invoice. The Company reserves the right to charge interest at the rate of 5% per annum above the base rate for the time being of Barclays Bank plc upon any sums outstanding after this time.

5.4 for any additional work required of the Company by reason of the Customer supplying inadequate copy incomplete or incorrect instructions or insufficient materials or late delivery of the same.

5.5 Should Works be suspended or delayed by the Customer for any reason the Company shall be entitled to charge for storage and for loss of or wastage of resources that cannot otherwise be used and should such suspension or delay extend beyond a period of 30 days the Company shall be entitled to immediate and full payment for work already carried out, materials specially ordered and any other additional costs.

5.6. The Company reserves the right upon the giving of no less than seven days notice to the Customer before delivery (or such lesser period of notice as is considered reasonable in all the circumstances), to increase the price of the Works to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company including but without being limited to any foreign exchange fluctuation, currency regulation, alteration of duties or taxes, increase in the costs of production, change in delivery dates quantities text or artwork requested by the Customer or any delay otherwise caused by the Customer.

6 VAT

6.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.

6.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

7 Termination for breach

The following obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach which shall determine this agreement immediately and the rights and liabilities of the parties shall then be determined in accordance with clause 8

7.1 Failure on the part of the Customer to make punctual payment of all sums due to the Company under the terms of this agreement;

7.2 Failure on the part of the Company or the Customer to observe any obligation under this agreement not requiring notice to be served and in the case of obligations requiring notice to be served failure to comply with the terms of any notice;

7.3 The levying of any distress or execution against the Customer or the making by him of any composition or arrangement with creditors or being a company the Customer's liquidation.

8 Termination consequences

In the event of this agreement being determined whether by effluxion of time Notice breach or otherwise:

8.1 The Customer shall immediately pay to the Company all arrears of the Payments and any other sums due under the terms of this agreement, and

8.2 Either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this agreement and the determination of this agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it.

9 Miscellaneous

9.1 Delivery

Delivery of the Works shall be accepted when tendered.

- 9.1.1 Unless otherwise agreed in writing completion and delivery times are a guide only. Whilst the Company will make every effort to adhere to proposed time scales time is not of the essence.
- 9.1.2 Unless otherwise agreed in writing delivery packaging and insurance will be paid for by the Customer in accordance with the Specification of Works and Order Confirmation. Delivery will be to the Customer's address or such other address as the Customer shall have agreed with the Company.
- 9.1.3 Subject to any agreement delivery involving difficult access and or unreasonable distance from vehicular access shall entitle the Company to make an extra charge to reflect its extra costs.

9.2 Risk and Storage

- 9.2.1 The Customer's property and all property supplied to the Company on behalf of the Customer shall while it is in the possession of the Company or in transit to or from the Customer or the Customer's agent be deemed to be at the Customer's risk unless otherwise agreed in writing and the Customer should insure accordingly.
- 9.2.2 The Company shall be entitled to make a reasonable charge for the storage of any Customer's property left with the Company before receipt of the order or of the works after notification to the Customer of completion of the Works

9.3 Finished Goods

- 9.3.1 The risk in the Works and all goods delivered in connection with the Works shall pass to the Customer on delivery *or 5 days after the Customer shall have been notified they are ready for collection* and the Customer should insure accordingly
- 9.3.2 On completion of the Works the Company will store the Customer's materials and Works for a maximum of one month and charge the customer for reasonable costs thereof after which time they will be destroyed without further notice.

9.4 Ownership and Retention of Title

- 9.4.1 Materials owned by the Company and used and generated for the production of the Works shall remain the Company's exclusive property.
- 9.4.2 The Company shall not be obliged to download any digital data from their equipment or supply the same to the Customer on disc, tape or by any communication link.
- 9.4.3 The Works shall remain the Company's property until the Customer has paid for it and discharged all other debts owing to the Company.
- 9.4.4 If the Customer becomes subject to insolvency and the Works have not been paid for in full the Company may take the Goods back and if necessary enter the Customer's premises or the premises of any third party to do so or to inspect and or label the goods so as to identify them clearly.
- 9.4.5 If the Customer or the Customer's agent shall sell the goods before they have been paid for in full they shall hold the proceeds of sale upon trust for the Company in a separate account until any sum owing to the Company has been discharged from such proceeds.
- 9.4.6 Where the Customer is in breach of these terms or performs any act of bankruptcy or insolvency the Company reserves the right to approach the Customer's agent or any third party and to offer the Works directly to them notwithstanding the fact that this will involve advising the third party that the Customer is in breach or default.
- 9.4.7 Tolerances

The Customer shall not be entitled to reject the Goods if the Company delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.

9.4.8 Instalments

The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

9.5 **Claims**

9.5.1 Advice of damage delay defect loss of goods in transit or non-delivery must be given in writing to the Company within 3 clear days of delivery or in the case of non-delivery within 3 days of notification of despatch of the goods.

9.5.2 If the Customer purports to exercise his rights to reject the Works upon the basis the Works are defective the said rejection must take place within 7 days of delivery of the goods failing which the Customer will be deemed to have accepted the Works.

9.5.3 In the event of any claims or rejections the Company reserves the right to inspect the Works within 14 days of the claim or rejection being notified.

9.6 **Liability**

9.6.1 In so far as is permitted by law where Works are defective for any reason including negligence the Company's liability (if any) shall be limited to rectifying such defect or crediting its value against any invoice raised in respect of the Works.

9.6.2 Where the Company performs its obligations to rectify defective Works under this condition the Company shall not be liable for indirect loss consequential loss or third party claims occasioned by defective work and the Customer shall not be entitled to any further claim in respect of the Works nor to repudiate the contract refuse to pay for the Works or cancel further deliveries.

9.6.3 Nothing in these conditions shall limit or exclude the Company's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

(d) defective products under the Consumer Protection Act 1987.

9.6.4 Subject to the above clause 9.6.3

The Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract and the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the contract price of the Works

9.6.5 Where the Company offers to replace defective Works the Customer must accept such an offer unless he can show clear cause for refusing so to do. If the Customer opts to have the work redone by a third party without reference to the Company the Customer automatically revokes his rights to any remedy from the Company.

9.6.6 The Company reserves the right to reject any work forwarded to them after initial processing by a third party as soon as is reasonably practicable without processing work any further. Should the Customer require the Company notwithstanding to continue then the Company is only obliged to do so after confirmation from the Customer in writing.

9.7 Without prejudice to other remedies in respect of all unpaid debts due from the Customer to the Company the Company shall have a general lien on all goods and property of or provided by the Customer 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 as agents of the Customer in such manner and at such price as he thinks fit and to apply the proceeds towards such debt and shall when accounting to the Customer for any balance remaining be discharged from all liability in respect of such goods or property.

9.8 The Company shall not be required to print or process any matter which in their opinion is or may be of a libellous nature or an infringement of the proprietary or other right of any third party and shall be indemnified by the Customer in respect of any claims costs or expenses arising out of the printing thereof.

9.9 Force majeure

Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible whereupon all money due under this agreement shall be paid immediately and in particular:

9.9.1 the Customer shall immediately pay to the Company all arrears of the Payments, and

9.9.2 each party shall be liable to pay to the other damages for any breach of this agreement and all expenses and costs incurred by that party in enforcing its rights under this agreement.

9.10 Severance

If any provision of this agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable or indications to that effect are received by either of the parties from any competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the Company it may be severed from this agreement

9.11 Whole agreement

Each party acknowledges that the Estimate, Specification and Confirmation of Order and the Conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

9.12 Supersedes prior agreement

This agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the parties.

9.13 Notices

All notices to be given under this agreement may be given by email or by facsimile or otherwise in writing delivered either personally or sent by first class or airmail pre-paid post and shall be deemed duly served.

9.13.1 in the case of a notice delivered personally, at the time of delivery;

9.13.2 in the case of a notice sent inland by first class prepaid post, two clear business days after the date of dispatch

Each notice shall be addressed to the address of the party concerned set out in this agreement or to such other address as that party shall have previously notified to the sender.

9.14 Right to assign

This agreement and all rights under it may be assigned or transferred only by the Company and not by the Customer.

9.15 Proper law and jurisdiction

This agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.

9.16 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

10 Arbitration

All disputes or differences which at any time arise between the parties whether during the Term or afterwards touching or concerning this agreement or its construction or effect or the rights duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this agreement shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institution of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force.

By accepting these terms you give us permission to commence work for you immediately upon these terms and forego your rights to "a cancellation cooling off period".