



Terms & Conditions

These terms and conditions are those of Print & Sign Centres Ltd. Terms and Conditions apply to all print, display, signage and any other work completed by Print & Sign Centres Ltd. for Customers. All work produced remains the Property of Print & Sign Centres Ltd. until paid in full by the customer.

- 1) **PRICE VARIATION:** estimates are based on Print & Sign Centres Ltd. current costs of production and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any rise in such costs.
- 2) **TAX:** Print & Sign Centres Ltd. reserves the right to charge the amount of any taxes, value added tax, duties or royalties etc which are payable whether or not included on the estimate or invoice.
- 3) **PRELIMINARY WORK:** all work carried out, whether experimentally or otherwise, at the customers request shall be charged.
- 4) **COPY:** a charge may be made to cover any additional work involved where copy supplied is not clear, complete and legible.
- 5) **PROOFS:** proof copies of all work including photographs may be submitted for customers approval and Print & Sign Centres Ltd. shall incur NO LIABILITY for any errors not corrected by the customer in proofs so submitted. Customer alterations and additions will incur further charges. When layout is left at Print & Sign Centres Ltd. discretion any changes made thereafter will incur further charges.
- 6) **COPYRIGHT / INTELLECTUAL PROPERTY:** The customer shall be solely responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs, literatures, maps etc. The customer will indemnify the printer and his agents from any claim arising thereof.
- 7) **COMPANY IMPRINT:** unless otherwise specially requested in writing all work produced will carry our company imprint which will be positioned at our discretion
- 8) **DELIVERY AND PAYMENT:**
 - (a) delivery of work or service shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed, the ownership shall pass over providing full payment has been received by cleared effects.
 - (b) no work will commence until
 - i) full payment has been received unless account agreed with customer
 - ii) proof approval so submitted unless by prior arrangement. Print & Sign Centres Ltd. reserve the right not to start such print work until any such payments, in the case of cheques, have cleared its bank.



Terms & Conditions

(c) the responsibility for collection and or delivery of goods lies with the customer. Any carriage arranged by Print & Sign Centres Ltd. is on the customers behalf and the printer is not liable for any delays arising out of that carriage.

(d) should expedited delivery be agreed, an extra charge may be made to cover any overtime, or any other additional costs involved.

(e) should work be suspended or delayed at the request or as a result of the customer or their agents for a period of more than 14 days Print & Sign Centres Ltd. shall then be entitled to payment for all work already carried out, material specially ordered and other additional costs including, but restricted to, storage.

(f) cheques returned to Print & Sign Centres Ltd. will incur a handling charge of £20 per transaction. Print & Sign Centres Ltd. reserves the right to notify any credit agencies when cheques are so returned.

(g) deposits so provided for work ordered are generally non-refundable

(h) delivery times of work is based on COLLECTION of goods and does not include time for deliveries, such deliveries being provided by third parties on the request of the customer. No claim for loss or damage in any way can be entertained when such third parties are engaged for the delivery of goods.

(i) the person signing for the work shall be personally liable for ensuring payment of such work in full regardless of whether signing as an individual, for a Partnership, Sole Trader, Limited Company, Charity, or any other organization type.

9) **COMPLETION DATES:** all delivery dates/times given are approximate, unless a guaranteed delivery date has been agreed in writing and the appropriate guarantee payment received.

All delivery dates given are approximate and are based ONLY on working days AFTER receipt of

- i) the final proof copies,
- ii) written authority to proceed,
- iii) full payment. Print & Sign Centres Ltd. reserve the right not to commence work until, in the cases of cheques, payment has cleared its banking system. Although every effort will be made to meet such approximate dates, due to the nature of the process Print & Sign Centres Ltd. cannot accept any liability or consequential loss claims arising from such a completion date not being met other than to the extent of the refund of any premium charges which may have been paid.

10) **VARIATION IN QUANTITY:** every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5% being allowed for overs or shortages the same to be charged or deducted.



Terms & Conditions

- 11) **CLAIMS:** any query regarding the condition of goods supplied should be made to the Print & Sign Centres Ltd. verbally as soon as practicable and no later than 24 hours after the collection / receipt of the goods and confirmed in writing NO LATER than 5 working days after same. Any claim regarding non-delivery must be made in writing within 10 days on the invoice date. No claims will be entertained that fall out with this time period.
- 12) **LIABILITY:** Print & Sign Centres Ltd. shall not be liable for any loss to the customer arising from delays in transit not caused by Print & Sign Centres Ltd. Print & Sign Centres Ltd. shall not be liable for any loss to the customer for non-delivery of goods unless a guaranteed delivery has been agreed by Print & Sign Centres Ltd., and then ONLY to the refund of the guarantee premium.
- 13) **STANDING MATERIAL:** all plates and associated products used by Print & Sign Centres Ltd. shall remain their exclusive property. Such items supplied by the customer shall remain the customers property, such items being supplied by the customer entirely at their own risk. Print & Sign Centres Ltd. reserve the right to destroy or dispose any and all such products immediately after production has been completed, with the exception of products supplied by the customer which will be retained, at the customers own risk, by Print & Sign Centres Ltd. for a period not exceeding 1 month, such clause applying also to work not collected.
- 14) **CUSTOMERS PROPERTY:** all property supplied to the Print & Sign Centres Ltd. by or on behalf of the customer shall while it is in the possession of Print & Sign Centres Ltd. or in transit to or from the customer or their agents be deemed to be at the customers own risk unless otherwise agreed by Print & Sign Centres Ltd. in writing, such property should be insured accordingly by the customer. Whilst every care is taken, Print & Sign Centres Ltd. and its agents cannot accept any responsibility for loss or damage to any artwork, photographs, media storage, disk, literature or ANY other property supplied by the customer or their agents, any liability shall be limited to the replacement cost of the basic material to a maximum claim value of £50 (fifty pounds sterling). Any goods not collected within a period of 8 weeks will be, at the discretion of Print & Sign Centres Ltd. be disposed of.
- 15) **MATERIALS SUPPLIED BY THE CUSTOMER:**
- (a) Print & Sign Centres Ltd. may reject any paper, plates or other materials supplied or specified by the customer which appear to them as unsuitable. Additional costs will be incurred if said defective materials cause an unreasonable delay to Print & Sign Centres Ltd. Under no circumstances may any inks or other consumable / chemical products be supplied by the customer or their agents.
 - (b) Where materials are so supplied Print & Sign Centres Ltd. will take every care to secure the best results, however responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.
 - (c) it shall be the customers sole responsibility to satisfy themselves of the suitability of ANY paper/card used, examples include, but are not restricted to: suitability of goods for food use, suitability of paper for laser printers etc. Print & Sign Centres Ltd. cannot accept responsibility for any claim arising from the unsuitability



Terms & Conditions

of printed products. The customer or their agents must also supply an adequate extra amount to cover normal spoilage and set up.

16) INSOLVENCY / ACCOUNTS: if the customer ceases to pay debts in the ordinary course of business or cannot pay their 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 which has an act of bankruptcy petition issued against him/her, Print & Sign Centres Ltd. 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 materials purchased for the customer, such charge to be an immediate debt due to him/her and
- (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled to the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as it thinks fit and to apply the proceeds towards such debts.

ACCOUNTS: Print & Sign Centres Ltd. will at their discretion determine whether a trade account will be opened after obtaining relevant references and bank opinions supplied by the customer. Accounts are normally only available to council and government bodies and PLC companies and such work only undertaken on the provision of a duly signed purchase order. Such invoices are issued strictly on a nett monthly account, Print & Sign Centres Ltd. reserve the right to charge interest on overdue accounts and or to close accounts at any time, in such events all monies, whilst due or not becoming immediately payable.

17) ILLEGAL MATTER:

(a) Print & Sign Centres Ltd. shall not be required to supply any matter which in its sole and final opinion is or may be of an illegal or libellous or inappropriate nature or an infringement of the proprietary or other rights of any third party, such conditions being extended to material of an extreme or political nature.

(b) Print & Sign Centres Ltd. reserves the right to refuse to produce any matter which in his opinion may be prejudicial or detrimental to the good of Print & Sign Centres Ltd. and or its agents. © Print & Sign Centres Ltd. 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 any other proprietary or personal rights contained in any material printed for the customer and or their agents. The indemnity shall extend to any amounts paid on a lawyers advice in settlement of any claim.

18) SUITABILITY OF PRODUCTS: Print & Sign Centres Ltd. accepts no responsibility as to the suitability of any printed product. In cases where such printing may be used for clothing labels, food packaging etc it is the customers sole responsibility to ensure the suitability prior to printing, no claim will be entertained.



Terms & Conditions

19) **COLOUR WORK:** every effort will be made to obtain the best possible colour reproduction on customers work but due to the nature of the process involved Print & Sign Centres Ltd. shall not be required to guarantee an exact match in colour or texture between the printed results and any proof or existing copy so supplied. Pantone ink matches cannot be produced using the full colour process. Any proof copies issued are NOT colour accurate and are issued for content checking only.

20) **CANCELLATIONS:**

BY THE CLIENT

Design, Digital Print, Large Format Print & Merchandise - All work, including partly completed work, must be paid for in full in the event of the client cancelling an order.

Installation Work – Installation fees must be paid in the event of a cancellation that is less than 72 hours from the installation work date.

All cancellations must be put in writing and an invoice will be issued for immediate payment (or within 30 days for customers on account).

BY PRINT & SIGN CENTRES LTD

Print & Sign Centres Ltd. reserve the right to cancel ANY order at ANY time without reason. Where such orders are cancelled any monies due will be refunded EXCLUDING any costs incurred as a result of work done on the instructions of the customer or their agents.

21) **INTERNET AND EMAIL:** where orders are placed via electronic means, including but not restricted to, web, internet and email no order will be deemed as accepted by Print & Sign Centres Ltd. until such orders are produced on an OFFICIAL Print & Sign Centres Ltd. order form, Print & Sign Centres Ltd. reserve the right to alter prices on such order forms should the specification of the order differ from the customers original brief/order.

22) **PRINTED RESULTS:** Print & Sign Centres Ltd. have no control over the production of artwork supplied by customer and or their agents. The guide produced by Print & Sign Centres Ltd. is a basic guide only and in no way provides an exhaustive or guaranteed result, where customers or their agents supply artwork for production on disk or via any other means this is done entirely at the customers own risk. Print & Sign Centres Ltd. can accept no responsibility for the quality of the final product.

23) **FORCE MAJEURE:** Print & Sign Centres Ltd. shall be under no liability if they are unable to carry out any provision of the contract for any reason beyond their control including, but not limited to: staff illness, act of god, legislation, war, terrorist activity, fire, flood, drought, failure of power, mechanical / machinery failure, lock out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any



Terms & Conditions

liability to procure material required for the performance of the contract. During the continuance of such contingency the customer may by written notice to Print & Sign Centres Ltd. select to terminate the contract and pay for work done and material used, but subject thereto shall otherwise accept delivery when available.

24) **TERMS AND CONDITIONS:** these terms and conditions are those which any order or contract is founded upon and supersede any terms and conditions issued by the customer or their agents prior to or after the placing of any order

25) **DATA PROTECTION / GDPR:** By placing an order the customer agrees to the use of their personal data provided for the purposes of delivering the requested estimate and order including accounting purposes, even after the completion of initial works. Print & Sign Centres may also, from time to time, contact you regarding offers that may be of interest to you as part of an ongoing business interest to you. There will be a clear option to unsubscribe from any such communication. Such data will NOT be passed to any third party. The customer must satisfy themselves that any graphic files supplied via internet ordering are NOT secure and that such data is available in the public domain. Print & Sign Centres Ltd. will, at its discretion, use any material so printed for display in Print & Sign Centres Ltd. premises or for marketing/direct mail purposes. Such uses include but are not restricted to: printed illustrations on current mailings, marketing literature, shop display, window display. **See Privacy Notice for more information**

26) **LAW:** These conditions and all other express terms of the contract shall be governed and construed in accordance with laws of Scotland.E&OE.

27) **UPDATES:** these printed terms are deemed out of date if superseded by amendments published on the companies web page at www.printcentres.com. Reference should be made at this site for the latest version of terms and conditions. Print & Sign Centres Ltd. reserve the right to amend, alter or withdraw any product without notice.

Larger Type sheets available on request