

# Action Press Terms & Conditions

- Definitions.** The Company shall mean Action Press. The Customer shall mean the company, firm, individual or agent thereof to whom either the Company's estimate is addressed or the goods are sold. The Goods means the products materials and/or services to be supplied by the Company. Customer's Materials means all property supplied to the Company by or on behalf of the Customer.
- Law.** These conditions and all other terms of contract shall be governed by the laws of England.
- Price.** Estimates will be held for 30 days as they are based on the Company's current production costs and are subject to our inspection of the Customer's artwork.
- Preliminary work.** All work carried out, whether experimental or otherwise, at the Customer's request shall be chargeable.
- Poor files.** A charge may be made to cover additional work involved where copy supplied by the Customer is not in a format that is ready to use.
- Proofs.** Proofs of all work can be submitted for the Customer's approval and the Company will not be liable for any errors not corrected by the Customer in proofs submitted. The Customer's alterations and additional proofs may be charged extra. When style, type or layout is left to the Company's judgement, changes made by the Customer may be charged extra.
- Delivery.** (a) Delivery of the goods shall be accepted when preferred and thereupon or, if earlier, on notification that the work has been completed the risk in the goods shall pass to the Customer and payment shall become due. (b) Unless otherwise agreed the price quoted is for delivery of the goods to the Customer's address as set out in the estimate. A charge may be made to cover any extra costs incurred by the Company for delivery to a different address, or several addresses. (c) Should expedited delivery be required, an extra charge may be made to cover any overtime or any other additional costs incurred.
- Price and Payment.** (a) Subject as provided in Clause 8.2 the price of the Goods shall be the Company's written quotation or where no price has been quoted (or a quoted price is no longer valid) the latest price mutually agreed between the Company and the Customer. (b) The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company of labour, materials or other overheads due to any government legislation, any changes in taxation, any change in delivery dates requested by the Customer or any delay caused by any instructions of the Customer or any failure of the Customer to give the Company adequate information or instructions. (c) Should work be suspended at the request of or delayed through any default of the Customer for a period of 28 days the Company shall then be entitled to payment for work already carried out, materials specifically ordered and other additional costs including storage space. (d) The Customer shall be liable to pay to the Company the price and any other sums due together with any applicable value added tax. (e) Subject to any special terms agreed between the parties (in writing or otherwise) the Company shall be entitled to invoice the Customer for the price and any other sums due at any time after the Company has notified the Customer that the Goods are ready for collection or, as the case may be, the Company has despatched and delivered the Goods. (f) The Customer shall pay in full within 30 days after the date of the Company's invoice notwithstanding that the Goods may not have been delivered and the title in the Goods may not have passed to the Customer. (g) Payment shall not be delayed if the Goods are not used nor shall payment be delayed pending settlement of any claim against the Company and accordingly the Customer shall not be entitled to any right of set off against the amount invoiced. (h) If the Customer fails to pay by the due date then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Customer interest (after as well as before any Judgment) on the amount unpaid at the rate of 6.5 percent per annum above the Bank of England base rate.
- Quantity.** Every endeavour will be made to deliver the full quantity ordered, but estimates are subject to margins of 5 per cent, being allowed for overs or shortage, the same to be charged pro rata.
- Claims.** Notice of damage, delay or partial loss of goods in transit or non-delivery must be given in writing by the Customer to the Company and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to the Company and the carrier within 7 clear days of delivery (or, in the case of non-delivery, within 35 days of despatch). All other claims must be made in writing to the Company within 28 days of delivery. The Company shall not be liable in respect of any claim unless the aforementioned requirements have been complied with, except where the Customer proves that it was not possible to comply with the requirements or that notice (where required) was given and the claim made as soon as reasonably possible.
- Liability.** The Company shall not be liable for any loss to the Customer arising from delay in transit not caused by the Company.
- Title.** The title in the goods shall not pass to the Customer until payment in full has been made to the Company.
- Customer's materials.** (a) The Customer's materials and all property supplied to the Company by or on behalf of the Customer shall while it is in the possession of the Company or in transit to or from the Customer be deemed to be at the Customer's risk and the Customer should insure accordingly.
- Materials supplied by the Customer.** (a) The Company may reject any paper, plates or other materials supplied or specified by the Customer which appear to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged and responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified. (b) Quantities of materials supplied by the customer shall be adequate to cover normal spoilage.
- 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 incorporated as 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 to suspend the contract or any other work for the Customer and be entitled to charge for work already carried out (whether completed or not) and material purchased for the Customer, such charge to be an immediate debt due to it, and (ii) in respect of all unpaid debt 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 on 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 and (iii) have the right to enter the Customer's premises to recover the Company's property.
- Illegal matter.** (a) The Company shall not be required to print any matter which in its opinion and at its discretion is or may be of an unacceptable, illegal or libellous nature or an infringement on 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 legal costs incurred in settlement of any claim.
- Periodical publication.** A contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks' notice in writing is given in the case of periodicals produced monthly or more frequently or 26 weeks' notice in writing is given in the case of other periodicals. Notice should be given after completion of work on any one issue. Nevertheless the Company may terminate any such contract forthwith should any sum due thereunder remain unpaid.
- Force majeure.** The Company shall be under no liability if it is 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. After the continuance of such a contingency for 12 weeks the Customer may by written notice to the Company elect to terminate the contract and pay for the work done and materials used, but subject thereto shall otherwise accept delivery when available.
- Data Protection.** The company will comply fully with the General Data Protection Regulations (GDPR) and is committed to protecting the privacy and security of all information supplied and held in accordance with GDPR requirements.