

## Terms and Conditions of Business

1. Digital Image Bureau/be-printed.co.uk (hereinafter called 'the Company') will correct at their expense all errors originated by the Company. Customer alterations to work not instructed on written orders will be subject to charge at current hourly rates. No responsibility will be accepted for any errors after the final sign off has been approved by the Customer.
2. Should work be suspended or delayed for 30 days or more, at the request or fault of the Customer, the Company shall be entitled to payment for all work or services already carried out or costs incurred by the Company in the use of any services or materials specifically prepared or ordered. Similarly preliminary work carried out by the Company at the Customer's request, written or verbal, before officially commissioning the Company will be charged at the current hourly rate. the Company reserves the right in event of the Customer deciding not to continue employing the services of the Company or deciding to suspend trading with the Company but using any material, ideas, copy, etc., created by them at a later date in any way shape or form, to payment by the Customer at the full rate usually charged for the completion of such work.
3. the Company will not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the Customer arising from third party negligence or delay in transit. Where work is defective for any reason, including negligence, then the Company liability shall be limited to rectifying its own defects and not for any further losses caused to the customer.
4. Finished work shall remain the exclusive property of the Company until paid for in full. Unless otherwise agreed, the Company retain ownership of all drawings, computer derived material, etc., used in the creation of the finished work and reserve the right to their display in sales presentations or use of any elements in future work unless forming an integral part of an existing logo, identity, campaign, etc.
5. The Customer's property, and all property supplied to the Company by, or on behalf of, the Customer will be held and worked on at the Customer's risk. Every care will be taken to secure the best results where materials are supplied by the Customer, but responsibility will not be accepted for imperfect work caused by unsuitable or imperfect material supplied by the Customer.
6. The Company shall not be required to produce work or seek to produce any matter which in their opinion is, or may be, of an illegal or libellous nature. The Company will be indemnified by the Customer in respect of any claims, costs and expenses, infringement of copyright, patent or design arising out of any illegal or libellous matter produced from material supplied by the Customer.
7. Every effort will be made to carry out the contract, but its due performance is subject to such variations as an inability to secure labour, materials or supplies or as a result of any acts of any nature, war, labour disputes, fire, flood, legislation or other cause beyond the control of the Company that may lead to a cancellation by them.
8. The terms of payment shall be as agreed when the order is placed and specified on the order form and invoice. Where credit has been agreed net payment is strictly due no later than 30 days from the date of invoice, unless agreed in writing before commencement of work. Overdue payments may be subject to interest calculated at 5% over current bank base rates. Payments due for greater than 60 days will be sought by any means deemed necessary or appropriate. The Company reserves the right to request a deposit on signed order, the remainder (together with any additional costs) to be paid on delivery, collection or presentation of final invoice.
9. The Company reserves the right to amend these terms and conditions from time to time as is necessary by change of legislation or other. These terms and conditions in no way affect existing statutory right.