

Terms of Business

- 1. Price variation ?** Estimates are based on the current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
- 2. Vat ?** Except in the case of certain printing criteria, Vat is applied to all printing at a rate of 17.5%. Only the Government's exclusions to Vat apply, ie : leaflets, booklets, magazines, etc.
- 3. Preliminary work ?** All work carried out, whether experimentally or otherwise, at customer's request shall be charged.
- 4. Copy ?** A charge may be made to cover any additional work involved where copy supplied is not clear and legible.
- 5. Proofs ?** Proofs of all work may be submitted for customer's approval and Alpha Printing shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Alpha Printing's judgement, changes therefrom made by the customer shall be charged extra.
- 6. Copyright ?** Unless negotiated and agreed in writing, the copyright of Commissioned Artwork and Illustrations belong to Alpha Printing. Alpha Printing may use any artwork or printing produced by itself for the purposes of promoting itself. The customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs, etc. The customer will indemnify Alpha Printing and his agents from any claim arising thereof.
- 7. Delivery and payment ?** All local customers receive deliveries using our own transportation. If a customer wishes to collect they must arrange a convenient time with one of our staff. All National deliveries are carried out by experienced couriers or Royal Mail. Unless a business account has been set up by prior arrangement all goods are to be paid for in full on receipt of goods. A small deposit on any order may be required - this is at the discretion of Alpha Printing. We accept most major credit cards - please ask for details. The printed goods remains the property of Alpha Printing until fully paid for.
- 9. Quantities ?** Every endeavour will be made to deliver the correct quantity ordered. However if customer alters quantity after the original printing job is complete then a new price will be notified to the customer before the balance is printed.
- 10. Liability ?** Alpha printing shall not be liable for any loss to the customer arising from delay in transit not caused by Alpha Printing.
- 11. Credit terms ?** For invoices not settled within the agreed credit terms, Alpha Printing reserves the right to charge interest on the overdue debt at 2% above the Lloyds TSB base rate at the time and an administration fee to cover the debt recovery costs.
- 12. 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 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, Alpha Printing 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, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property 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 in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.
- 13. Illegal matter ?** (a) Alpha Printing shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party.
(b) Alpha Printing 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. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
- 14. Full colour printing ?** Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, Alpha Printing shall not be required to guarantee an exact match in colour or texture between the customer's photograph, transparency, proof or electronic graphic file and the printed article.
- 15. Force majeure ?** Alpha Printing shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his 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. During the continuance of such a contingency the customer may by written notice to Alpha Printing elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
- 16. Law ?** These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.