

These Terms and Conditions apply to the provision of all Services by us, ELE Print, whose registered office address is at 4 Station Rd, Bagworth, Coalville LE67 1BH ("the Agency").

1. Definitions and Interpretation:

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Artwork" means any material intended for print on the goods;
 "Client" means you, the individual, firm or corporate body purchasing the Services. Where an individual is entering into this Contract on behalf of a business, the individual confirms they have the authority to do so and to contractually bind that business and the business shall be the Client in the context of this Contract;
 "Contract" means the contract formed as detailed in clause 2, which includes the acceptance of these Terms and Conditions;
 "Quotation" means the written quotation provided by us to you, which unless otherwise stated, remains open for acceptance for a period of 30 days and constitutes our entire scope of works; and
 "Services" means the printing, and/or any other services provided by us to you.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "we", "us", "our" is a reference to the Agency and includes our employees and agents;
- 1.2.2 "you" and "your" is a reference to the Client and includes your employees and agents;
- 1.2.3 "writing" and "written" includes emails and similar transmissions;
- 1.2.4 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.5 "these Terms and Conditions" is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;
- 1.2.6 a clause is a reference to a clause of these Terms and Conditions;
- 1.2.7 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation. Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

1.4 No terms or conditions stipulated or referred to by you in any form whatsoever shall in any respect vary or add to these Terms and Conditions unless agreed by us in writing.

2. The Contract

2.1 We will provide you with a written Quotation for our Services. The acceptance of our Quotation, electronically or otherwise, or the placement of an order, creates a legally binding Contract between you and us, and includes the acceptance of these Terms and Conditions, which will apply between us.

2.2 You are responsible for the accuracy of any information you submit to us and for ensuring that our Quotation reflects your requirements. Our Quotation is based on the information provided to us at the time we prepare it. If any errors or discrepancies become evident, we reserve the right to make adjustments to it.

2.3 You agree to provide us with any information, advice and assistance as we may reasonably require within sufficient time to enable us to perform the Services. However, any timescales we provide are a guideline only and are not of the essence of the Contract.

3. Printing:

3.1 Unless otherwise agreed by us in writing, payment is due in full upon the acceptance of our Quotation. Orders will not be deemed confirmed until this payment is received by us in full.

3.2 You are responsible for the Artwork you submit to us for print.

3.3 Once any Artwork is submitted to us, we may provide you with a proof that you must check thoroughly for any errors and mistakes. We will not assume responsibility for any errors found in printed materials that were not brought to our attention during the proofing stage. If you do not check the artwork in time, it will be processed and published in order for us to meet our deadlines.

3.4 Artwork provided by you will need to be completed in compliance with the specifications provided by us. Artwork specifications vary, and we will provide you with the correct specifications via email or in person, where necessary.

3.5 We will not print anything that is discriminatory, unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive; our decision is final.

3.6 Artwork will only be classified as complete if the specifications and format meet our specifications in accordance with clause 3.5. Such artwork will include deadline dates which must be met. If they are not met, we have the right to withdraw your Order and charge you the full Fee.

3.7 Once we send you a proof, it must be signed off by you in writing. We will not proceed to printing until we have received this sign off.

3.8 It is your responsibility to check for mistakes, including spelling and grammar mistakes, at all stages and we accept no responsibility for the same. Any changes need to be communicated to us in writing. If the materials need to be reproduced due to errors or omissions that have not been communicated to us, the reproduction costs will be chargeable.

3.9 Due to the variety of materials and processes used, we cannot guarantee to

exactly match pantone/colour references provided by you. Whilst every effort is made to match as closely as possible to these pantone/colour references, we cannot be held liable for inconsistencies or for any loss or costs that may arise as a result.

3.10 We use third party couriers to deliver the printed goods. Any delivery dates given by us represent a best estimate only. You are required to inspect the goods on delivery or if this is not possible, the delivery note or such other note as appropriate must be marked "not examined". Should the goods received be in poor condition on delivery, or simply incorrect, you are required to take photographs of the alleged issue and forward these to us within 48 hours of receipt. In this event, we will investigate and will arrange redelivery as soon as reasonably possible.

3.11 We will be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of clause 3.5 are not complied with.

4. Fees

4.1 You agree to pay for any additional services provided by us that are not specified in the Quotation. These additional services shall be charged in accordance with our current rate in effect at the time of the performance or such other rate as may be agreed.

4.2 All invoices are payable within 30 days from the date of invoice, unless otherwise specified.

4.3 The time of payment shall be of the essence. If you fail to make any payment by the due date then, without prejudice to any right which we may have under to any statutory provision in force from time to time, we shall have the right to suspend the Services, shut down your website and reuse the domain name (where applicable) and charge you interest at a rate of 8% per annum above the Bank of England base rate from time to time, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall be calculated on a daily basis and will accrue after as well as before any judgment.

5. Your Responsibilities

5.1 You agree, where applicable, to:

5.1.1 provide us with any information, advice and assistance as we may reasonably require within sufficient time to enable us to perform the Services;

5.1.2 provide us with suitable and sufficient material and images to enable us to perform the Services;

5.1.3 ensure all content emailed by you or your employees, or provided to us, thoroughly proofread for mistakes;

5.1.4 virus-check all data and material supplied to us and ensure it is backed up regularly;

5.1.5 nominate a suitably qualified individual to act as your representative to liaise with us regarding the Services. This individual needs to be a decision-maker within the company; and

5.1.6 obtain and maintain all necessary licences, permissions and consents in connection with the Services.

5.2 If you fail to meet any of the provisions of this clause 5, without limiting our other rights or remedies, we shall:

5.2.1 have the right to suspend performance of the Services until you remedy the default;

5.2.2 not be held liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay in performing any of our obligations as a result; and

5.2.3 be entitled to claim for any costs or losses sustained or incurred by us arising directly or indirectly from your default.

6. Variation and Amendments

6.1 If you wish to vary the Services to be provided, please notify us as soon as possible. We will endeavour to make any required changes and any additional costs incurred by us as a result will be invoiced to you.

6.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the provision of the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

6.3 Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase required as a result of an agreed variation or amendment will be payable in accordance with the terms for payment above.

7. Cancellation and Termination

7.1 Subject to clause 7.2 the Services cannot be cancelled after the Contract is formed. In the event of cancellation, you will be required to pay the total quoted fee, which will become immediately due and payable. Upon receipt of payment, we will hand over all works completed by us up to the date of cancellation in relation to the Contract.

7.2 Either Party has the right to terminate the Services immediately if the other Party:

7.2.1 has committed a material breach of this Contract unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or

- 7.2.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 7.3 In the event of termination for your default, all payments required under this Contract shall become due and immediately payable.
- 7.4 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract shall survive termination under this clause 7 on a pro-rata basis.
- 8. Confidentiality:** Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain confidential information to each other. Both Parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless authorised by the other Party in writing.
- 9. Format**
- 9.1 Any designs or other works created by us will be kept on file for a period of 1 year from completion of the Services, unless otherwise agreed in writing. After this time, they may be securely and irretrievably deleted from our system. Any copies required within this timeframe will be provided only at our discretion and may be chargeable. If you require additional copies after the data has been deleted, you will need to recommence the Quotation process with us.
- 9.2 We include for any documentation or other media to be submitted in our normal standard format only. If additional copies or specific requirements are needed, we reserve the right to apply additional charges.
- 9.3 We provide our designs in the format as may be agreed. The original source files for any designs we create remain our property at all times. If you wish to obtain these, you must notify us at the time of our Quotation and if we agree to do so, we will provide a price.
- 9.4 We will retain title to the documentation and no documentation shall be handed over until all payments as detailed above have been paid in full.
- 10. Literature and Representations:** Any marketing literature is presented in good faith as a guide to represent the services offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Services unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.
- 11. Intellectual Property**
- 11.1 Subject to a written agreement to the contrary, we retain ownership in all intellectual property which may subsist in the provision of the Services. Nothing in the Contract will vest any ownership rights in you.
- 11.2 Provided payment is made in accordance with the terms of payment above, we will grant you a non-exclusive license to use the intellectual property the subject of the Contract, only for the purposes for which we are engaged by you. The licence will become effective only once the final design has been provided and once we have received all payments under the Contract in full.
- 11.3 You may not sub-license the intellectual property rights without our prior written permission.
- 11.4 We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.
- 11.5 The licence will apply only to the final design and will not extend to any draft concepts, images, designs or other material viewed by you. These cannot be used without our express permission. We reserve the right to reuse these designs at our discretion.
- 11.6 We reserve the right to use any design created by us in any advertising or promotional material, publications, print, or any other purpose required by us.
- 11.7 Any licence granted shall be automatically revoked if you breach any of these Terms and Conditions or if the Contract is cancelled or terminated in accordance with clause 7.
- 11.8 You warrant that any image, logo, document or instruction given to us will not cause us to infringe any advertising codes of conduct or any intellectual property or other legal rights, including any letter patent, registered design or trade mark, in the execution of our Services. You will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for any such infringement, including infringement of stock photography copyright, which results from our use of any information supplied by you.
- 12. Data Protection**
- 12.1 Both parties agree to comply with all applicable data protection legislation including, but not limited to, the General Data Protection Regulation 2016 and any subsequent amendments thereto.
- 12.2 If you are providing us with the personal data of any other person, it is your responsibility to obtain the consent of those persons to pass their data to us, as a third party. We will only process, store and hold such data to perform our obligations under the Contract and will not use it for any other purpose.
- 13. No employment:** Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 14. Assignment and Sub-Contracting**
- 14.1 You are not entitled to assign the benefits under the Contract.
- 14.2 We may sub-contract the performance of any of our obligations under the Contract without your prior written consent. Where we are sub-contracting the performance of any of our obligations under the Contract to any person, we shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.
- 15. Liability and Indemnity**
- 15.1 Except in respect of death or personal injury caused by our negligence, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of our obligations under the Contract.
- 15.2 All warranties or conditions whether express or implied by law are expressly excluded to the full extent permitted by law.
- 15.3 In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, shall not exceed the fees and expenses paid by you for the Services.
- 15.4 We may provide professional advice and recommendations in relation to the Services but we cannot accept responsibility for any actions taken as a result of such advice or recommendations, nor can we guarantee the success or outcomes of any marketing campaign or any of the other Services provided. Further, we shall not be liable for any consequences should any professional advice not be taken. We may provide introductions or referrals to other companies, however, under no circumstances shall we be liable for the actions or lack of actions of said other companies.
- 16. Restrictive Covenants:** Neither we nor the Client will, during the term of the Contract and for a period of 12 months after its expiry or termination, without the other's prior written consent, appoint in any way or cause to be employed, engaged or appointed an employee, agent, director, consultant or independent contractor of the other.
- 17. Force Majeure:** Neither Party shall be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event beyond the control of the Party in question.
- 18. Waiver:** No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 19. Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.
- 20. Third Party Rights:** No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.
- 21. Notices:** Notices will be deemed to have been duly received and properly served 24 hours after an email is sent or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.
- 22. Law and Jurisdiction**
- 22.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
- 22.2 Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.