

TERMS AND CONDITIONS OF SALE COMPANY » DOWNLOAD AREA

- 1. General** - Creation design and marketing limited is hereinafter called Creation and any individual, firm, company or other party with whom Creation contracts is called the Client. The placing of an order verbally or in writing with Creation following an estimate by Creation is an acceptance of these terms and conditions of sale. Qualifications or variations of these terms and conditions must be agreed in writing by Creation.
- 2. Price Variation** - Estimates are based on Creation's current cost 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.
- 3. Cancellation** - Any order either verbally or in writing and subsequently cancelled will be subject to be charged at the full contract price and any reduction thereof will be at Creation's discretion.
- 4. Delivery and payment** - (i) The title of goods shall not pass to the Client until payment has been made at the full contract prices and all cheques cleared. The title of goods does not pass on delivery or assumption of risks.
(ii) Should expedited delivery be agreed between the Client and Creation and necessitate overtime or other additional costs, an extra charge may be made.
(iii) Should work be suspended at the request of or delayed through any default of the Client for a period of thirty days Creation shall then be entitled to payment for work already carried out and materials specially ordered.
(iv) Any special requirements for supply of artwork or work must be detailed in the Client's order.
(v) Creations terms of payment are 30 days net.
(vi) If following commission a single project is incomplete after ninety days, Creation shall then be entitled to payment for fifty percent of the contract price. If after an additional ninety days the same project is still incomplete Creation shall be entitled to payment for the remaining fifty percent of the contract price including any additional costs incurred. Additional costs from this point will be paid on completion.
(vii) All correspondence, including proofing and artwork, will be send via first class mail. Any special delivery or courier services will be charged to the Client. Delivery of printed matter will be charged in addition to estimated costs unless indicated otherwise.
(viii) Any action taken to recover outstanding payments, save for the rendering of an invoice, will automatically incur an additional £150 collection fee to cover administration costs.
- 5. Value Added Tax** - Creation shall be entitled to charge the amount of any value added tax payable whether or not included on the estimate or invoice.
- 6. Proofs** - Creation shall incur no liability for any errors not corrected by the Client in proofs/artwork submitted for Client's approval. Client's alterations and additional proofs necessitated thereby shall be charged extra.
- 7. Liability** - (i) Time is not of the essence unless stated so in writing by Creation.
(ii) Where artwork or work is defective for any reason, including negligence, Creation's liability (if any) shall be limited to rectifying such defect.
- 8. Clients Property** - Clients property and all property supplied to Creation by or on behalf of the Client will be held, worked on and carried at the Client's risk.
- 9. Material Supplied by Client** - (i) Creation may reject any paper, plates or other material supplied by the Client which appear to us to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged.
(ii) Where materials are supplied, Creation will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied.
(iii) Quantities of materials supplied shall be adequate to cover normal spoilage.
- 10. Illegal Matter** - (i) Creation shall not be required to produce any matter which in our opinion is or may be of an illegal or libellous nature or an infringement of the rights of any third party.
(ii) Creation shall be indemnified by the Client in respect of any claims, costs and expenses arising out of libellous infringement of copyright, patent or design.
(iii) All artwork and origination remains the intellectual property of Creation. Use without express permission will be deemed a breach of copyright.
- 11. Periodical Publications** - A contract for the production 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 may be given at any time but wherever possible should be given after completion of work on any one issue. Nevertheless Creation may terminate any such contract forthwith should any sum due there-under remain unpaid
- 12. Force Majeure** - Creation shall be under no liability if he shall be unable to carry out 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 labour dispute. During the continuance of such a contingency the Client may by written notice to Creation elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
- 13. Law** - These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.
- 14.** These conditions form the entire contract and there can be no variations of the terms contained therein.