



Interpretation

- Design and Print Solutions is an operating division of York Conferences Ltd (YCL) (the 'company').
- 'contract' means the agreement concluded between the company and the buyer including all documents incorporated or referred to therein.
- 'buyer' means the person who by the contract undertakes to buy the goods. Where the buyer is an individual or partnership the expression shall include the personal representatives of that individual or of the partners.
- 'contract price' means the price exclusive of value added tax that is payable by the buyer to the company under the contract.
- 'deposit' means any prepayment requested by the company from the buyer prior to carrying out the production of the goods.
- 'goods' mean all goods, materials, or articles that the buyer is required to buy under the contract.
- 'insolvent' means
 - if the buyer is an individual, that individual or where the buyer is a partnership, any partner(s) in that firm becomes bankrupt or shall have a receiving order, administration order or interim order made against him, or shall make any composition or scheme of arrangements with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or any application shall be made for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors.
 - if the buyer is a company, the passing by the company of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the company or the dissolution of the company, or if an administrator is appointed, or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the company or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or the appointment of a receiver over, or the taking of possession or sale by an encumbrancer of any of the company's assets, or if the company makes an arrangement with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally; and
 - any event in any jurisdiction other than England and Wales which is analogous to any of the above.
- Unless the context otherwise requires it, reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.
- The headings to these conditions shall not effect their interpretation.
- In these terms and conditions, words importing any particular gender include all other genders.
- Any decision, act or thing that the company is required or authorised to take or to do under the contract may be taken or done by any person authorised, either generally or specifically, by the company to take or do that decision, act or thing, provided that upon receipt of a written request the company shall inform the buyer of the name of any person so authorised.

Variation of Conditions

- The goods shall be purchased solely in accordance with these conditions. All other contractual terms which in any way add to, vary or contradict these conditions upon which the buyer may seek to rely or otherwise impose on the company shall be excluded and shall not form part of the contract (whether or not such contractual terms post-date these conditions) unless the company has specifically agreed in writing to be bound by any of such other contractual terms.

Preliminary Work

- The company reserves the right to charge the buyer for any preliminary work whether experimental or otherwise that is carried out.

Customer provided Copy

- The company reserves the right to vary its selling price where additional work is necessary due to customer provided copy being unclear or illegible. The company will notify the buyer of any such changes and will seek approval in writing prior to commencing production.

Specification

- The description of the goods is given by way of identification only and the use of such description shall not constitute a sale by description.

Deposit

- The buyer reserves the right to request the buyer to provide a deposit. Such a deposit will be taken into account by the company in calculating its final invoiced price.

Price Variation

- The company reserves the right to vary its selling price due to increases in costs. The company will notify the buyer of any such changes and will seek approval in writing prior to commencing production.

Samples

- Any samples of the goods that is shown to and inspected by the buyer is so shown and inspected solely to enable the buyer to assess the quality of the bulk and not so as to constitute a sale by sample. The company may submit proofs of all work for the buyer's approval and the company shall accept no liability for any errors not corrected by the buyer in any proofs so submitted. Any amendments or additions made by the buyer that necessitate new proofs resulting in additional work for the company may be the subject of an additional charge. The company will notify the buyer of any additional costs for approval before proceeding. Should the buyer leave the style, type settings or layout to the company's discretion any changes that are made be the subject of an additional charge. The company will notify the buyer of any additional costs for approval before proceeding.

Materials Supplied by the Buyer

- The buyer acknowledges that company may reject any materials supplied or specified by the buyer that it considers unsuitable for use in the production process. The company shall notify the buyer of all such occurrences and shall be entitled to charge the buyer for any replacement materials that are considered necessary. The company will notify the buyer of any such changes and will seek approval in writing prior to commencing production. In the event that the company is tardy in identifying any such unsuitable materials then the company shall not be entitled to charge the buyer for any changes that are necessary.
- The buyer shall be responsible for ensuring that it provides a reasonable quantity of such materials including an allowance for normal spoilage. The company shall provide the buyer with an estimate of the quantity required.
- The company shall use reasonable endeavours to ensure that the goods will be of an acceptable standard; the buyer, however, acknowledges that where it provides materials or specifies the materials to be used that the goods may be imperfect due to defects in the materials supplied.
- The company shall use reasonable endeavours to provide goods that match any materials provided by the buyer. The buyer acknowledges that variations are inherent in the production process and that a perfect match of any colour and texture between the buyer's photographs, transparencies, proofs, electronic graphics files, previously printed matter (whether printed by the buyer or a third party) or any other material and the finished goods shall not be warranted.

Periodical Publications

- The buyer acknowledges that it shall give the company 13 weeks notice in writing of its intention to cancel a periodical publication that is produced either monthly or less frequently and 26 weeks notice in writing of its intention to cancel other periodical publications.

Copyright and Ownership of Property

- Unless specifically agreed in writing by the company the copyright and intellectual property rights in general artwork, commissioned artwork and illustrations and any other material that is prepared, developed or created by the company shall vest in and be owned by the company. The company may use any artwork or other material so produced as reference material for promotional purposes. The buyer shall be responsible for obtaining all necessary licences, consents and agreements to reproduce any pictures, artwork, photographs, test etc that be may be the copyright of a third party. The buyer shall indemnify the company against all claims that arise from any alleged breach of third party copyright or intellectual property rights together with any reasonable legal costs or costs associated with settling or dealing with such claims.
- The company shall retain ownership of all materials including but not limited to metal for producing plates, film-settings, negatives and positives etc. that are owned by it and used in the production process.
- The buyer shall retain ownership of all materials that are provided to the company in order for the company to carry out the production process.

Terms and Conditions of Sale continued

27. The buyer acknowledges that lithographic items and the like may be effaced or destroyed immediately after the production process. The buyer should therefore provide prior notification to the company that it requires the return of its property.
28. The buyer acknowledges that all property owned by it that is supplied to the company shall be at the buyers risk unless otherwise agreed with the company. The buyer should arrange insurance cover as appropriate.
29. The buyer acknowledges, that in the event that it has agreed to collect goods goods, that the company, after a period of 20 days after notifying the buyer that the goods are available for collection, may either store the goods or arrange for their destruction. The company shall notify the buyer of the action that it is taking and the costs of such. The buyer shall remain liable to the company for the selling price and any associated value added tax together with the other costs referred to in this paragraph.

Illegal Matter

30. The buyer acknowledges that the company shall have the right to refuse to provide any goods that are deemed by the company to be illegal, libellous or breach the intellectual property rights or copyright of a third party.
31. The buyer shall indemnify the company against all claims that arise from any alleged libel together with any reasonable legal costs or costs associated with settling or dealing with such claims.

Company Imprint

32. The company shall have the right, unless specifically agreed with the buyer that it shall not, to include its imprint on any material that it produces for the buyer. The company shall position its imprint in a suitable position.

Delivery

33. The company shall use all reasonable endeavours to deliver the goods in accordance with its quoted delivery time. Time shall not be of essence with regards to delivery. An earlier delivery may be made by agreement with the buyer.

Payment

34. The buyer shall make payment against a correctly rendered invoice on a net monthly account basis. Where applicable and agreed the invoice price shall include for delivery to the buyer's nominated place of delivery, this shall also include for any special or priority delivery arrangements that are required and agreed. The buyer should notify the company within 10 days of receipt of the invoice where any charges are disputed.
35. Should the buyer suspend or cancel its requirements the company shall be entitled to submit an invoice 30 days after it receives notification of such suspension unless otherwise agreed with the company. The company shall notify the buyer of any costs that have already been incurred in the event of an order cancellation and reserves the right to submit an invoice for such costs. Payment shall be due in accordance with paragraph 15 above.
36. If payment of the contract price or any part thereof is not made by the due date the company shall be entitled:
 - a. to charge interest on the outstanding amount at the rate of 2 per cent per annum above the Barclays Bank base rate, accruing daily
 - b. to require payment in advance of delivery for undelivered goods, whether ordered under the contract or not
 - c. to refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the buyer for non-delivery or any delay in delivery
 - d. to terminate the contract

Claims

37. The company will advise the buyer either by telephone or e-mail that the completed goods are either available for collection or have been despatched dependent upon the arrangements that have been agreed. The buyer shall notify the company within a reasonable time if the goods are damaged, short in quantity (except where the provisions of paragraph 31. apply), are being rejected because of the quality of the goods or the goods fail to arrive. The company will investigate and advise the buyer of the outcome of the investigation and offer appropriate redress should the need arise.

Variations in Quantity

38. The buyer acknowledges that some variations are inherent in the printing process. Whilst the company will use reasonable endeavours to deliver the quantity ordered the buyer accepts that variations in quantity are not material to the contract. In order to avoid additional administrative costs the company and buyer agree that the company shall only invoice for the quantity that is actually supplied.

Limitation of Liability

39. Save in the case of fraudulent misrepresentation and subject to paragraph 19 below the company's liability shall be limited to the contract price for any misrepresentation or any breach of an express or implied term of the contract, statutory, common law or otherwise (whether a fundamental term, condition, warranty or intermediate stipulation) where the said misrepresentation or term relates to:
 - a. the correspondence of the goods with any description or sample, or
 - b. the quality of the goods, or
 - c. The fitness of the goods for any purpose whatsoever (whether made known to the company or not).
40. In no circumstances shall the company be liable for loss of use, profits or contracts or for any other consequential loss damage howsoever caused.

Property and Risk

41. The property in the goods shall not pass to the buyer until the contract price has been paid in full.
42. The risk in the goods shall pass to the buyer at the time of delivery.

Recovery of Sums Due

43. Whenever under the contract any sum of money shall be recoverable from or payable by the buyer the same may be deducted from any sum then due or which at any time thereafter may become due to the buyer under the contract or under any other contract with the company.

Insolvency

44. The company may terminate the contract if the buyer becomes insolvent or otherwise ceases to be capable of buying the goods.

Inducement to Purchase

45. The company shall be entitled to terminate the contract and to recover from the buyer the amount of any loss resulting from such termination in the following circumstances:
 - a. If the buyer shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of the contract or any other contract with the company or for showing or fore bearing to show favour or disfavour to any person in relation to the contract or any other contract with the company
 - b. If the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the buyer)
 - c. If in relation to the contract or any other contract with the company the buyer or any person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have been given any fee or reward to any officer of the company which shall have been exacted or accepted by such officer under colour of his office or employment and is otherwise than such officer's proper remuneration.

Law

46. The parties shall accept that non-exclusive jurisdiction of the English Courts and agree that the contract is governed and construed according to English law.

Freedom of Information Act

47. The buyer acknowledges that the company is or may be subject to the Freedom of Information Act 2000 (FOIA) and may be required to disclose information about the contract to ensure the compliance of the company with the FOIA. The buyer notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) as may be amended, updated or replaced from time to time. The buyer will act in accordance with the FOIA and these Codes of Practice (and any other applicable Codes of Practice or guidance notified to the buyer from time to time) to the extent that they apply to the buyer's performance under the contract.
48. The buyer agrees that the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the company. Where the company is managing a request as referred to in this clause, the buyer shall co-operate with the buyer if it so requests and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.