

## **Baker Street Print Services Terms and Conditions Version 1.1**

(Valid from 1<sup>st</sup> September 2015)

### **1) Definitions**

**Baker Street Print** ("The Company") means the party providing the goods or services under these terms and conditions.

The customer ("the Customer") means the party contracting with the Company to acquire the goods and services supplied under these terms and conditions.

"Work" means all goods (by way of intermediate or finished product) and services supplied by the Company to the Customer.

"Intermediates" means all products produced during the manufacturing process including non-exhaustively discs, film, plate, intellectual property.

"Preliminary Work" means all work done in the concept and preparatory stages (including non-exhaustively design, artwork, colour matching).

"Electronic File" means any text, illustration or other matter supplied or produced by either party in digitised form on disc, portable memory device, email, download or any other communication link.

"Periodical Publications" means publications produced at (normally regular) intervals.

"Insolvency" means the Customer is in a position where it is unable to pay its debts or has a winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him.

**Words in the singular include the plural meaning and words in the plural include the singular meaning.**

### **2) Pricing & Payment**

Any verbal quotation is an estimate only and will not be binding unless and until confirmed by the Company in writing. Any quotation is valid for a period of 30 days only from its date of issue by the Company, (provided that the Company has not previously withdrawn it) and shall be deemed to be an offer by the Company to provide goods and/or services upon these terms and conditions to the Customer. Any order made in respect of a written quotation shall be deemed to be an acceptance of the offer set out in that written quotation by the Customer.

The Customer must ensure that any quotation it wishes to accept, its order and any applicable specifications are complete and accurate. The quantity and description of the goods or services shall be as set out in the Company's written quotation or the Customer's order as accepted.

A Business Customer (a Customer who is dealing with the Company in the course of its business) may not cancel an order which the Company has accepted, except with the written agreement of the Company and any Customer cancelling any order hereby agrees to indemnify the Company in full against all losses (including loss of profits), costs (including the costs of all labours and materials used until the date of cancellation), damages, charges and expenses incurred by the Company as a result of the cancellation.

The Company may cancel an order at any time prior to delivery upon notice to the Customer whereupon a refund of any monies paid for the relevant goods and/or services will be promptly made.

Quotations are based on the Company's current costs of production and, unless otherwise agreed in writing, are subject to amendment to meet any rise or fall in such costs that have taken place by the time of delivery.

Quotations are given exclusive of tax and the Company reserves the right to charge and the Customer will pay any VAT or other tax payable.

All work carried out shall be charged. This includes all Preliminary Work whether or not the Customer agrees to that work being taken forward to production.

Any additional work required of the Company by reason of the Customer supplying inadequate copy, incomplete or incorrect instructions or insufficient materials; or late delivery of the same shall be charged.

Payment shall become due before delivery of the Work. The Company, at his absolute discretion, may ask for part or full payment in advance of starting the Work.

If Credit Facilities have been granted, payment is due by the end of the month following the month of invoice. If any item(s) remain unpaid by that due date charges will apply, in accordance with s5A and/or s6 of the Late Payment Commercial Debt (Interest) Act 1998 or any subsequent enactment. In addition, all invoices will become due and payable immediately and will be treated as overdue items, with appropriate charges applied and all costs reasonably incurred in collecting the debt payable by the Customer.

## **Mail Boxes Etc. Print Services Terms and Conditions Version 1.1**

(Valid from 13<sup>th</sup> May 2015)

### **1) Definitions**

**The Mail Boxes Etc. Franchisee ("The Company")** means the party providing the goods or services under these terms and conditions.

The customer ("the Customer") means the party contracting with the Company to acquire the goods and services supplied under these terms and conditions.

"Work" means all goods (by way of intermediate or finished product) and services supplied by the Company to the Customer.

"Intermediates" means all products produced during the manufacturing process including non-exhaustively discs, film, plate, intellectual property.

"Preliminary Work" means all work done in the concept and preparatory stages (including non-exhaustively design, artwork, colour matching).

"Electronic File" means any text, illustration or other matter supplied or produced by either party in digitised form on disc, portable memory device, email, download or any other communication link.

"Periodical Publications" means publications produced at (normally regular) intervals.

"Insolvency" means the Customer is in a position where it is unable to pay its debts or has a winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him.

**Words in the singular include the plural meaning and words in the plural include the singular meaning.**

### **2) Pricing & Payment**

Any verbal quotation is an estimate only and will not be binding unless and until confirmed by the Company in writing. Any quotation is valid for a period of 30 days only from its date of issue by the Company, (provided that the Company has not previously withdrawn it) and shall be deemed to be an offer by the Company to provide goods and/or services upon these terms and conditions to the Customer. Any order made in respect of a written quotation shall be deemed to be an acceptance of the offer set out in that written quotation by the Customer.

The Customer must ensure that any quotation it wishes to accept, its order and any applicable specifications are complete and accurate. The quantity and description of the goods or services shall be as set out in the Company's written quotation or the Customer's order as accepted.

A Business Customer (a Customer who is dealing with the Company in the course of its business) may not cancel an order which the Company has accepted, except with the written agreement of the Company and any Customer cancelling any order hereby agrees to indemnify the Company in full against all losses (including loss of profits), costs (including the costs of all labours and materials used until the date of cancellation), damages, charges and expenses incurred by the Company as a result of the cancellation.

The Company may cancel an order at any time prior to delivery upon notice to the Customer whereupon a refund of any monies paid for the relevant goods and/or services will be promptly made.

Quotations are based on the Company's current costs of production and, unless otherwise agreed in writing, are subject to amendment to meet any rise or fall in such costs that have taken place by the time of delivery.

Quotations are given exclusive of tax and the Company reserves the right to charge and the Customer will pay any VAT or other tax payable.

All work carried out shall be charged. This includes all Preliminary Work whether or not the Customer agrees to that work being taken forward to production.

Any additional work required of the Company by reason of the Customer supplying inadequate copy, incomplete or incorrect instructions or insufficient materials; or late delivery of the same shall be charged.

Payment shall become due before delivery of the Work. The Company, at his absolute discretion, may ask for part or full payment in advance of starting the Work.

If Credit Facilities have been granted, payment is due by the end of the month following the month of invoice. If any item(s) remain unpaid by that due date charges will apply, in accordance with s5A and/or s6 of the Late Payment Commercial Debt (Interest) Act 1998 or any subsequent enactment. In addition, all invoices will become due and payable immediately and will be treated as overdue items, with appropriate charges applied and all costs reasonably incurred in collecting the debt payable by the Customer.

Unless otherwise agreed in writing, the price of the Work will be "ex-works" and delivery shall be charged extra. Should the Work be suspended or delayed by the Customer for any reason the Company shall be entitled to charge for storage and for loss of or wastage of resources that cannot otherwise be used. Should the suspension or delay extend beyond 30 days the Company shall be entitled to immediate payment for work already carried out, materials specially ordered and any other additional costs.

### **3) Credit Facilities**

Credit facilities may be granted to applicants who complete the Company's Credit Account Application Form and who satisfy the Company's criteria as set out from time to time. Where facilities are granted the Company reserves the right to withdraw them at any time, without having to give their reasons and, in such a case, all outstanding invoices become due and payable immediately.

### **4) Delivery & Collection**

Delivery or collection of the Work shall be accepted when tendered.

Unless otherwise agreed in writing completion and delivery times are a guide only and, whilst the Company will make every effort to adhere to proposed timescales, time is not of the essence in any contract with the Customer. Unless otherwise agreed in writing collection will be made from the Company's usual trading address during standard opening hours as displayed in store and published on the Company's website. Delivery, (in which case an extra charge may be made) will be to kerbside at the Customer's address and the Customer will make arrangements for off-loading and for any additional transportation to its storage facility.

Delivery involving difficult access and/or unreasonable distance from vehicular access shall entitle the Company to make an extra charge to reflect its extra costs.

### **5) Materials supplied or specified by the Customer**

#### Electronic Files

It is the Customer's responsibility to maintain a copy of any original Electronic File provided by the Customer.

The Company shall not be responsible for checking the accuracy of supplied input from an electronic file unless otherwise agreed in writing.

If an electronic file is not suitable for outputting on equipment normally adequate for such purposes without adjustment or other corrective action the Company may make a charge for any resulting additional cost incurred or may reject the file without prejudice to his rights to payment for work done/materials purchased.

#### Other Materials

Metal, film and other materials owned by the Customer and supplied to the Company for the production of type, plates, film - setting, negatives, positives, electronic files and the like shall remain the Customer's exclusive property. However where the content is generated by the Company, the Company may, in order to protect his intellectual property rights and at his absolute discretion, replace such material with unused material of a similar or better quality.

The Company may reject any film, discs, paper, plates, electronic files or other materials supplied or specified by the Customer which appear to him to be unsuitable for the purpose intended. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the Company in ascertaining the unsuitability of the materials then that amount shall not be charged to the Customer.

Where materials are so supplied or specified, and the Company so advises the Customer, and the Customer instructs the Company in writing to proceed anyway, the Company will use reasonable endeavours to secure the best results, but shall have no liability for the quality of the end-product(s).

Quantities of materials supplied shall be adequate to cover normal spoilage. Any costs incurred as a result of shortages, including re-starting jobs, duplicating masters etc. will be charged in addition to the estimated price.

#### Risk and storage

Customer's property and all property supplied to the Company by or on behalf of the Customer shall while it is in the possession of the Company or in transit to or from the Customer be deemed to be at Customer's risk unless otherwise agreed in writing and the Customer should insure accordingly.

The Company shall be entitled to make a reasonable charge for the storage of any Customer's property left with the Company before receipt of the order or after notification to the Customer of completion of the work.

#### Finished Goods

The risk in the Work and all goods delivered in connection with the Work shall pass to the Customer on delivery and the Customer should insure accordingly.

On completion of the Work, the Company will store the Customer's materials and Work for a maximum of one month, after which time they will be destroyed without further notice.

#### **6) Materials and equipment supplied by the Company**

Metal, film and other materials owned by the Company and used in the production of intermediates, type, plates, film - setting, negatives, positives, electronic files and other production processes, together with items thereby produced, shall remain the Company's exclusive property.

Type shall be distributed and film and plates, tapes, discs, electronic files or other work destroyed immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, storage shall be charged.

The Company shall not be obliged to download any digital data from his equipment or supply the same to the Customer on disc, tape or by any communication link.

#### **7) Retention of Title**

The Work remains the Company's property until the Customer has paid for it and discharged all other debts owing to the Company.

If the Customer becomes subject to Insolvency and the Work has not been paid for in full the Company may take the goods back and, if necessary, enter the Customer's premises to do so, or to inspect and/or label the goods so as to identify them clearly.

If the Customer shall sell the goods before they have been paid for in full he shall hold the proceeds of sale on trust for the Company in a separate account until any sum owing to the Company has been discharged from such proceeds.

Where the Customer is in breach of these Terms or performs any act of Bankruptcy or Insolvency the Company reserves the right to approach the Customer's customer and to offer the Work directly to them, notwithstanding the fact that this will involve advising the Customer's customer that the Customer is in breach or in default.

#### **8) Proofs and variations**

The Company shall incur no liability for any errors not corrected by the Customer where the Customer has been provided with proofs. The Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the Company's judgement, changes therefrom made by the Customer shall be charged extra.

Where the Customer specifically waives any requirement to examine proofs the Company is indemnified by the Customer against any and all errors in the finished Work.

**Colour proofs** - Due to differences in equipment, paper, inks and other conditions between colour proofing and production runs, a reasonable variation in colour between colour proofs and the completed job will be deemed acceptable unless otherwise agreed in writing.

**Variations in quantity** - Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent for work being allowed for overs or unders the same to be charged or deducted, unless otherwise agreed in writing.

#### **9) Claims and Liability**

##### **Claims**

Advice of damage, delay or loss of goods in transit or of non-delivery must be given in writing to the Company and the carrier (if delivery was specified) within three clear days of delivery or collection (or, in the case of non-delivery, within 3 days of notification of despatch of the goods) and any claim in respect thereof must be made in writing to the Company and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 7 days of notification of despatch). All other claims must be made in writing to the Company within 14 days of delivery. The Company shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Customer proves that

- (i) It was not possible to comply with the requirements and
- (ii) The claim was made as soon as reasonably possible.

If the Work is defective so that the Customer may in law reject it, said rejection must take place within 7 days of delivery of the goods, failing which the Customer will be deemed to have accepted the Work.

In the event of all or any claims or rejections the Company reserves the right to inspect the Work within seven days of the claim or rejection being notified.

#### **Liability**

Insofar as is permitted by law where Work is defective for any reason, including negligence, the Company's liability (if any) shall be limited to rectifying such defect, or crediting its value against any invoice raised in respect of the Work.

Where the Company performs its obligations to rectify defective Work under this condition the Company shall not be liable for indirect loss, consequential loss or third party claims occasioned by defective Work and the Customer shall not be entitled to any further claim in respect of the Work nor shall the Customer be entitled to repudiate the contract, refuse to pay for the work or cancel further deliveries.

Defective Work must be returned to the Company before replacement or credits can be issued. If the subject Work is not available to the Company the Company will hold that the Customer has accepted the Work and no credits or replacement Work will be provided.

The Company shall not be liable for indirect loss, consequential loss or third party claims occasioned by delay in completing the work or for any loss to the Customer arising from delay in transit, whether as a result of the Company's negligence or otherwise.

Where the Company offers to replace defective Work the Customer must accept such an offer unless he can show clear cause for refusing so to do. If the Customer opts to have the work re-done by any third party without reference to the Company the Customer automatically revokes his right to any remedy from the Company, including but not exclusively the right to a credit in respect of Work done by the Company.

Where the Work will be forwarded by or on behalf of the Customer to a third party for further processing the Customer will be deemed to have inspected and approved the Work prior to forwarding and the Company accepts no liability for claims arising subsequent to the third party's processing.

The Company reserves the right to reject any work forwarded to him after initial processing by a third party as soon as is reasonably practicable without processing the work any further. Should the Customer require the Company notwithstanding to continue, then the Company is only obliged to do so after confirmation from the Customer in writing.

Nothing in these conditions shall exclude the Company's liability for death or personal injury as a result of its negligence.

#### **10) Insolvency**

Without prejudice to other remedies, if the Customer becomes insolvent, the Company shall 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. Any unpaid invoices shall become immediately due for payment.

#### **11) General Lien**

Without prejudice to other remedies, in respect of all unpaid debts due from the Customer the Company shall have a general lien on all goods and property of or provided by the Customer 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 as agent for the Customer in such manner and at such price as he thinks fit and to apply the proceeds towards such debts, and shall when accounting to the Customer for any balance remaining be discharged from all liability in respect of such goods or property.

#### **12) Illegal matter**

The Company 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 of any third party.

The Company shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of the printing by the Company for the Customer of any illegal or unlawful matter including matter which is libellous or infringes copyright, patent, design or any other proprietary or personal rights. The indemnity shall include (without limitation) any amounts paid on a lawyer's advice in settlement of any claim that any matter is libellous or such an infringement.

#### **13) Periodical publications**

A contract for the printing 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 must be given after completion of work on any one issue. Nevertheless the Company may terminate any such contract forthwith should any sum due there under remain unpaid.

#### **14) Force majeure**

The Company shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his reasonable control including (without limiting the foregoing): Act of God; legislation; war; fire; flood; drought; inadequacy or unsuitability of any instructions, electronic file or other data or materials supplied by the Customer; 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 the Company elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

#### **15) Data Protection Act 1998 (the Act)**

The Company may, at its discretion share the Customer's information with other companies within the Mail Boxes Etc. group. Information will not be passed to any other party without the Customer's express permission, unless the Company is required to do so by law or regulation.

The Company may share with the Customer information about other goods and services by email and/or direct mail which may be of interest to the Customer. The Customer can select not to receive this information by writing to mailbox@mbe.co.uk.

#### **16) Law**

These conditions and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England and Wales.

#### **17) Notices**

All specifications and notices relied on by either party and all variations to this agreement must be in writing and include a duly authorised signature.

#### **18) Consumers**

Nothing in these Terms shall affect the rights of consumers.

#### **19) Severability**

All clauses and sub-clauses of this Agreement are severable and if any clause or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction then such enforceability shall not affect the enforceability of the remaining provisions or identifiable parts thereof in these Terms and Conditions.