

treetop design & print

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Treetop Design and Print is the trading name of Treetop Printing and Design LLP.
Treetop Printing and Design LLP is a limited liability partnership registered
in England and Wales under registered number OC370495.
A list of the members of the LLP is displayed at its registered office at
Farthings, Wimbleshurst Road, Horsham, West Sussex, RH12 2EA

Terms and Conditions

1. **BUSINESS NAME**
In these Terms and Conditions 'the Business' means 'Treetop Printing and Design LLP'.
2. **COST VARIATION**
Estimates are based on the current costs of production and are subject to amendment by the Business to meet any rise or fall in such costs on or at any time after the entry into contracts based on such estimates.
3. **RATE OF EXCHANGE**
In the case of a price estimated other than in sterling currency of the United Kingdom, the rate of exchange adopted will be the mean rate at the date of estimate and any change in that rate of exchange before the receipt of payment in full shall cause the price of work supplied but not paid for to be altered proportionately.
4. **TAX**
The Business shall be entitled to charge the amount of any purchase tax, value added tax or other tax levied on work supplied whether or not included on the estimate or invoice.
5. **PRELIMINARY WORK**
Work carried out, whether experimentally or otherwise, at customer's request will be charged.
6. **PROOFS**
Author's corrections, including alterations in style, and the cost of additional proofs necessitated by such corrections will be charged extra. Proofs of all work may be submitted for customer's approval, and in that event no responsibility will be accepted for any errors in them not corrected by him.
7. **DELIVERY AND PAYMENT**
 - (a) Delivery of work shall be accepted when tendered and thereupon or on notification that the work has been completed the ownership shall pass and payment shall become due.
 - (b) Should expedited delivery be agreed and necessitate overtime or other additional cost, an extra charge may be made.
 - (c) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days the Business shall then be entitled to payment for work already carried out and materials specially ordered.
8. **VARIATIONS IN QUANTITY**
Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon margins of 5 per cent for work in one colour only and 10 per cent for other work being allowed for overs or shortage, the same to be charged or deducted.
9. **CLAIMS**
Claims arising from damage, delay, or partial loss of goods in transit must be made in writing to the Business and the carrier so as to reach them within three days of delivery and claims for non-delivery within 28 days of dispatch of the goods. All other claims must be made to the Business within ten days of delivery.
10. **LIABILITY**
 - (a) The Business shall not be liable for any consequential loss or third party claims whether occasioned by delay or otherwise.
 - (b) The Business shall not be liable for any loss to the customer arising from delay in transit.
 - (c) Where work is defective for any reason, including negligence, the Business's liability (if any) shall be limited to rectifying such defect.
11. **STANDING MATTER**
 - (a) Metal, film, glass and other materials used by the Business in the production of type, plates, moulds, stereotypes, electrotypes, film-setting negatives, positives and the like shall remain its exclusive property.
 - (b) Type may be distributed and lithographic, photogravure, or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.
12. **CUSTOMER'S PROPERTY**
Customer's property and all property supplied by the Business by or on behalf of the customer will be held, worked on, and carried at customer's risk.
13. **MATERIAL SUPPLIED BY CUSTOMER**
 - (a) The Business may reject any paper, plates or other materials supplied or specified by the customer which appear to it to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged.
 - (b) Where materials are so supplied or specified, responsibility for defective work will not be accepted by the Business unless this is due to its failure to use reasonable skill and care.
 - (c) Quantities of materials supplied shall be adequate to cover normal spoilage.
14. **GENERAL LIEN**
Without prejudice to other remedies the Business shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in its 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 it thinks fit and to apply any proceeds towards such debts.
15. **ILLEGAL MATTER**
 - (a) The Business shall not be required to print any matter which in its opinion is or may be of an illegal or libelous nature.
 - (b) The Business shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libelous matter printed for the customer or any infringement of copyright, patent or design.
16. **PERIODICAL PUBLICATIONS**
A contract for the printing of periodical publications may not be terminated by either party unless written notice is given as follows:

Nature of Publication	Length of Notice
Weekly	
Fortnightly	(given at any time)
Monthly	13 weeks
Two monthly	
Quarterly	26 weeks

Nevertheless the Business may terminate any such contract forthwith should any sum due thereunder remain unpaid.
17. **FORCE MAJEURE**
Every effort will be made to carry out the contract but its due performance is subject to cancellations by the Business or to such variation as it may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War, strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause (with or without the foregoing class or not) beyond the Business's control.
18. **LAW**
These Conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.
19. **TERMS**
Payments shall be made within 30 days from the date of invoice. Invoices are net unless agreed in writing to the contrary. Interest will be charged on overdue accounts at the rate of 2% above Bank of England minimum lending rates.
20. **CUSTOMER'S CONDITIONS**
Printed conditions contained in customer's order forms or on letterheadings will not be binding on the Business unless accepted by the Business in writing.

NOTE:

Clause 11(a) above shall not affect the practice in the book-printing trade whereby moulds and plates produced from moulds prepared at a publisher's request and paid for by him, are his property.