

	Title	Ref: BP 1202 – Rev D – May20
	Terms & Conditions - Sales	Date created: 10/04/12
		Date Revised: 20/05/20
		Author: A Drew

TERMS & CONDITIONS – May 2020

1. DEFINITIONS

- a. **"The Supplier"** means Blue Print Management Services (registered in England Number 3099094) throughout this document..
- b. **"The Customer"** means any person or persons who requests Blue Print Management Services, either verbally or in writing, to provide services.

2. **QUOTATIONS** : Quotations are valid for 14 days only from date of quote and are subject to these terms and conditions. All prices subject to sight of final artwork and laser brief. All quotations are subject to VAT at the prevailing rate on the date of invoicing. The Customer will pay the VAT or any tax payable.

No variation to these terms and conditions shall be binding unless agreed in writing between the authorised representatives of The Customer and The Supplier. The Supplier reserves the right to refuse any order or contract without prior notice.

3. **CONTRACT**: A quotation is deemed to be accepted and a contract on these terms shall be created between The Supplier and The Customer upon receipt of a purchase order or the equivalent acceptance in writing, including email. It shall be taken that by sending their artwork or data to The Supplier, The Customer is accepting in full these terms and conditions of trading.
4. **Settlement shall be due within thirty days of the date of the invoice.** In the event of the late payment interest at the annual rate of 3% over Bank of England Minimum Lending Rate will be payable on the total price from the date of delivery up to the actual payment.
5. The Customer shall be responsible to The Supplier for ensuring the accuracy of the terms of any order (including specification) submitted by The Customer, and for giving The Supplier all necessary information relating to the goods within a sufficient time to enable The Supplier to perform the Contract. The Supplier shall be under no obligation to commence production or to take into stock any of the Goods until full, confirmed specifications are delivered to The Supplier by The Customer, subject to such amendment, clarification, addition and deletion as is contained in The Supplier's acceptance and subject to such variation, improvements and modifications as The Supplier shall decide to be to the benefit of The Customer or as is accepted in general trade.
6. No order which has been accepted by The Supplier may be cancelled by The Customer except with the agreement in writing of The Supplier and on terms that The Customer shall indemnify The Supplier in full against all loss and expense.
7. Price may be varied at any time before delivery of the Goods. Customer to be advised at time of change.
- 8 **Electronic files**
 - a. It is The Customer's responsibility to maintain a copy of any original Electronic File provided by The Customer.
 - b. The Supplier shall not be responsible for checking the accuracy of supplied input from an electronic file unless otherwise agreed in writing.

9. The Suppliers' Obligations

In consideration of The Customer paying sums due to The Supplier under the contract, The Supplier will:

- a. Perform the service(s) specified in the contract on the input provided.
- b. Send the output and carry out The Customer's instructions regarding input received.
- c. Archive the output for a period of 90 days, commencing from the date of dispatch of the output to The Customer, or any other period which has been agreed in writing between the parties. Customer data will be backed up during normal backup procedures.

10. The Customer's Obligations

- a. The Customer shall provide the company with artwork or input data in a format and by a means acceptable to The Supplier. If The Customer fails to do this The Supplier may, at its own discretion, correct the artwork / data at its own expense or (subject to prior notification to The Customer) at The Customer's expense.
- b. The Customer shall clearly define any instruction with regard to the processing of orders.

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11. Copyright, Data Protection and Confidentiality

11.1 The use of data supplied by Blue Print and its suppliers are subject to various restrictions, including but not restricted to:

- a. The Customer must not use the data for any unlawful purpose or any purpose likely to bring Blue Print or its suppliers into disrepute.
- b. The Customer agrees to abide by the Telephone Preference Service scheme which enables businesses to comply with the Data Protection (direct marketing) Telecommunications regulation or any such regulations which may replace them.
- c. Storage of the data by The Customer must comply with the Data Protection Act.
- d. All marketing or telemarketing data supplied to The Customer is supplied on a single use basis unless otherwise agreed in writing.
- e. The Customer must not disclose copy or distribute to any third party any portion of the data supplied by Blue Print and will only use the data for their own internal purposes.

11.2 Each party will keep confidential all information or lists belonging to the other party and will not disclose it to any third party unless instructed to do so in writing by the other party.

12. Liability

- a. The Supplier will carry out the services with reasonable skill and care.
- b. **The Suppliers liability to The Customer for any breach of this contract, negligence, misrepresentation or otherwise shall be limited to the price payable by The Customer under this contract. In no circumstances shall The Supplier be responsible for any consequential loss, however incurred, including without limitation loss of profit, business or anticipated saving.**
- c. For any changes, agreed by The Customer, outside of the signed specification, The Supplier reserves the right to change any agreed schedules and charges agreed under the contract.
- d. Whilst every effort is made to ensure the accuracy of the data, The Supplier cannot, in any circumstances, accept liability for any loss, inconvenience or damage (including loss of profits) occasioned by any error in the data, including such errors caused where data is found to contain foreign addresses which have not been clearly marked.
- e. **Where there are any inaccuracies, omissions, errors or defects arising from data, equipment or software supplied by a third party (e.g. Royal Mail NCOA or USS or PAF, MortaScreen, Read GAS or Bereavement Register etc), under no circumstances shall the liability of The Supplier exceed the actual price of the Goods.**
- f. Any claim by The Customer based on any defect in the quality of the services or their failure to correspond with specification shall (whether or not delivery is refused by The Customer) be notified to The Supplier within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and The Customer does not notify the Company accordingly, The Customer shall not be entitled to reject the services and The Supplier shall have no liability for any defect or failure, and The Customer shall be bound to pay the price as if the services had been delivered in accordance with the Contract.
- g. Save as herein provided or warranted all conditions, whether implied by statute or otherwise are excluded from the contract, provided that nothing shall restrict or exclude liability for death or personal injury caused by the negligence of The Supplier or affect the statutory rights of a customer dealing as consumer.

13. Carriage, Delivery and Insurance

- a. The Customer is responsible for the delivery of the input to, and for the collection of the output from, the company's premises, unless otherwise agreed.
- b. Transport arranged by The Supplier on The Customer's behalf should be at The Customer's risk. Proof of sending does not constitute proof of receipt.
- c. Unless otherwise agreed, while in the possession of The Supplier, all input and output materials shall be deemed to be held at The Customer's own risk. The Customer should arrange insurance cover accordingly.
- d. In the absence of a written agreement to the contrary, any delivery date quoted is an estimate only. All timescales quoted shall commence on completion of receipt of artwork / data and complete once output data commences transmission. The Supplier shall not be liable for any loss resulting from delay in delivery however caused.

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- e. Without prejudice to these terms and conditions of trading, The Supplier will accept no liability for failing to meet delivery dates quoted, where the input has not been delivered to the company in sufficient time or does not conform to the requirements of the contract or if the company is prevented from processing the input by circumstances beyond its reasonable control including but not restricted to, restrictions on the supply of energy, national emergencies, strikes, lockouts, trade disputes, fires, machinery or equipment breakdowns or staff shortages.

14. General Contract Terms and Termination

- a. No variance of these terms and conditions of trading shall be binding on The Supplier unless in writing and signed by The Customer and a director of the company.
- b. Any service provided by The Supplier to The Customer in excess of that specified in the quotation shall be subject to an additional charge and will be performed as soon as reasonably practical.
- c. In the event of any breach of the terms of this contract by either party which, if a breach is capable of rectification, is not rectified for a period of 30 days after written notification, then the injured party may (without prejudice to any other remedy or right of action it may have) forthwith terminate the contract by written notice to the guilty party.
- d. In the event of either party being wound up, or have a receiver or administrator appointed over any of its assets who remains in possession of those assets for more than 14 days, the other party may (without prejudice to any other remedy or right of action it may have) forthwith terminate the contract by written notice to the other party.
- e. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.
- f. Any dispute arising under or in connection with these conditions, or the sale of the services, shall be referred to arbitration by a single arbitrator appointed by agreement.
- g. The Supplier shall be entitled to invoice The Customer for the price of the Goods on or at any time after delivery or collection of the Goods.
- h. Notwithstanding the foregoing the Goods shall be at the risk of The Customer from the time of delivery in accordance with paragraph 13.
- i. A charge may be made to cover any extra costs involved for delivery to a different address or for expedited delivery.
- j. Should work be suspended at the request of or delayed through any default of The Customer, The Supplier shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
- k. Where any creative work is carried out the sketches, wording, samples, models, blank shapes and all preparatory and technical work shall remain the property of The Supplier and shall not be used without its permission.
- l. A charge may be made to cover any additional work involved where copy supplied is not clear and legible. Alterations from original copy including alterations in style construction or otherwise will be charged extra.
- m. Proofs of work may be submitted for Customer's approval and no responsibility will be accepted for any errors which are not corrected by him and brought to The Supplier's attention.
- n. Bar Codes: The Supplier takes reasonable care to ensure the accuracy of the required bar code. Products containing errors in their bar code will be replaced at The Supplier's discretion. Any such replacement shall constitute the full extent of The Supplier's liability for any loss or damage sustained by The Customer as a result of an error in the bar code and The Supplier shall not be liable for any consequential economic or direct loss suffered by The Customer arising from such an error.
- o. Legal Material: The Customer shall be responsible for any infringement with regard to patent, utility, model, trademark, design, copyright or other intellectual property right in any country and for any infringement of any other rights or for breach of any law, without exception, when such an infringement or breach is due to The Supplier having followed the design or instructions furnished by The Customer, or having printed, on the goods, any matter on the instructions of The Customer. The Customer shall be liable for and shall indemnify The Supplier against all loss, damages and expenses suffered or incurred by The Supplier as a result of any such infringement or breach. In case any dispute and/or claim arises in connection with the above infringement or breach, The Supplier reserves the right to cancel the Contract and to hold The Customer responsible for any loss caused thereby to The Supplier.

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- p. Nothing herein contained shall be construed as transferring any patent, utility, model, trademark, design or copyright in the Goods or in any product that the Goods can produce and all such rights are expressly reserved to The Supplier.
- q. All information concerning weights and dimensions, drawings, explanations, descriptions and illustrations submitted by The Supplier are to be considered as approximate only and are not binding.
- r. In no case shall The Supplier be liable for any adverse effects resulting from application to the Goods of any process, operation or treatment unless specifically recommended or agreed in writing by The Supplier: or any expenditure incurred by The Customer in respect of Goods alleged to be defective: or any loss of profit or any consequential or indirect loss or damage of any kind to The Customer or to any person to whom Goods were supplied by The Customer or to any employee, agent, licensee, invitee or customer of The Customer howsoever caused.
- s. Customer's property when supplied will be held at Customer's risk.
- t. The Supplier shall be entitled to make a reasonable charge for the storage of any Customer's property left with The Supplier before receipt of the order or after notification to The Customer of completion of the work. If storage is required, this will be charged at £7.50 per pallet per week. Client must advise at time of booking in job if storage is required.
- u. Where materials are so supplied or specified, The Supplier 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 or specified.
- v. Quantities of materials supplied shall be adequate to cover normal spoilage.
- w. FORCE MAJEURE. The Supplier shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control.
- x. INSPECTION: Should an employee of Blue Print be required at an offsite inspection, a charge will be made if it is established that any issues were caused due to reasons outside the control of Blue Print.
- y. All aspects of this contract shall be governed by English law.

15. Proofs and variations

- a) The Supplier 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 Supplier's judgement, changes there made by The Customer shall be charged extra.
- b) Where The Customer specifically waives any requirement to examine proofs The Supplier is indemnified by The Customer against any and all errors in the finished Work.
- c) 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.
- d) 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.

Contact details:

Blue Print Management Services, Unit 11 Wassage Way, Hampton Lovett Industrial Estate, Lovett Road, Droitwich WR9 0QG
Tel; 01905 621 118