

# Terms & Conditions

## 1. Definitions

- 1.1. "Marketing Works" shall mean Marketing Works Limited, or any agents or employees thereof.
- 1.2. "Customer" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing goods or services from Marketing Works.
- 1.3. "Goods" shall mean all goods and assets supplied by Marketing Works to the customer and shall include any fee or charge associated with the supply of goods by Marketing Works to the customer.
- 1.4. "Services" shall mean all services provided by Marketing Works to the customer and shall include without limitation the provision of all graphic design, magazine and web design, communication services and supplies, all charges for labour and work, hire charges, insurance charges, or any fee or charge associated with the supply of services by Marketing Works to the customer.
- 1.5. "Price" shall mean the cost of the goods or services as agreed between Marketing Works and the customer subject to clause 2 of this contract.

## 2. Price

Where no price is stated in writing or agreed to orally the goods or services shall be deemed to be sold at the current amount as such goods are sold or provided by Marketing Works at the time of the contract. The price may be increased by the amount of any reasonable increase in the cost of supply of the goods or services that is beyond the control of Marketing Works between the date of the contract and delivery of the goods or providing of the services.

## 3. Acceptance of Terms & Conditions of Trade

The placement of an order with Marketing Works, by writing or otherwise is deemed acceptance of these terms & conditions of trade.

## 4. Payment

Payment is strictly 20th of the month following the date of invoice. If you do not hold an account with Marketing Works then payment is upon delivery or within seven days by prior arrangement.

## 5. Quotations

All quotations are based on printed, typewritten, electronic or other good copy acceptable to Marketing Works. Where the customer is supplying digital files or any other item, they must be of an acceptable quality and quantity as determined by Marketing Works. The quotation is an interpretation of the customer's instructions, both written and verbal. Customers are therefore advised to carefully check quotations before accepting them. For the purpose of these terms and conditions of trade "quotations" includes "estimates".

## 6. Variations/Alterations

All quotations are based on the conditions and specifications in the quotation, (copy, images, output, ink, paper, delivery, etc.) and covers all work and materials required to complete the order. Any variation or alteration to the specifications, copy, and/or layout supplied by the customer, increase in material costs, or delivery schedule will make the quotation subject to amendment.

## 7. Experimental and/or Creative Work

Experimental work, preliminary sketches, dummies and other creative work will be charged out by Marketing Works.

## 8. Proof Approval

Marketing Works is not liable for errors in the finished work where a proof has been submitted to and approved by the customer.

## 9. Customer's Property

All copy or other articles either in transit or submitted to Marketing Works, or our sub-contractors are at the customer's risk and Marketing Works is not liable for any loss thereof or damage thereto. Customer's property left with Marketing Works after the completion of work is at the customer's risk and unless otherwise agreed in writing, Marketing Works may dispose of any materials held for twelve months following the date of invoice. If Marketing Works agrees to the storage of the customer's property, unless it is in writing, Marketing Works will not be responsible for insurance cover.

## 10. Intellectual Property/Archiving

Unless prior written arrangements are made, Marketing Works remains the owner of all Intellectual Property for all work performed on the customer's behalf. Digital material remains on our system for the duration of each job and is deleted after completion. Any material archived at our discretion remains the property of Marketing Works.

## 11. Delivery

Marketing Works can not be held liable for any material lost or damaged in the process of delivery when a package is delivered by a commercial courier company, nor is it responsible for meeting delivery deadlines.

## 12. Termination of Contract

Where the customer cancels a project or contract, all work completed by Marketing Works will be paid for by the customer.

## 13. Claims

Any queries relating to a job cost or job quality must be made within 7 days of receipt of the finished job. Any queries after this date will not be entered into.

## 14. Ownership of Intermediate Products

Where Marketing Works is commissioned to produce final film, proofs, plates or otherwise, all immediate work associated with its manufacture remains at all times the property of Marketing Works. Marketing Works, are not bound to retain such material for further reproduction unless special arrangements are made, and confirmed in writing. In the event of special arrangements being made, no material will be held for longer than 12 months unless a renewal request for specified orders is made in writing.

## 15. Illegal or Libelous Material

Marketing Works is not required to reproduce any material that is in Marketing Works' opinion illegal or libelous in nature or that is in breach of any statute. Marketing Works will be indemnified by the customer in respect of any and all claims, costs and/or expenses arising out of any libel or breach of statute or infringement of copyright, patent or design.

## 16. Marketing Works Liability

Where the customer is a company or a person in trade the Consumers Guarantee Act 1994 will not apply. Marketing Works will not be liable for any indirect or consequential loss to the customer arising from third party claims occasioned by errors in the work or by delay in delivery. No warranty is given or responsibility accepted by Marketing Works to ensure that goods produced comply with the requirements of any legislation relating to the advertising, marking and/or labeling, and/or packaging of goods. Compliance with any such legislation is the customer's responsibility. No guarantee is given that the goods supplied to the customer are fit for any purpose not made known to Marketing Works. Marketing Works shall not be responsible for any delay, default, loss or damage due to any industrial disputes, accidents, acts of God, equipment failure or mischievous damage or other caused beyond Marketing Works' control.

## 17. General Lien/Romalpa Clause

It is hereby acknowledged that the risk in any goods or services supplied to the client by Marketing Works shall pass on delivery of those goods or services, but that the legal and beneficial ownership of said goods or services, or the proceeds from the use thereof, is retained by Marketing Works, until payment for the goods or services is received in full.

## 18. Guarantee

In consideration of Marketing Works entering into business relationships with the customer at the applicant's request, the applicant guarantees payment of all monies owed by the applicant to Marketing Works and the performance by the customer of all terms herein. The parties agree that as between the applicant and Marketing Works the applicant may for all purposes be treated as the customer and Marketing Works shall be under no obligation to take proceedings against the customer before taking proceedings against the applicant. No release, delay or indulgence given Marketing Works to the customer shall release, prejudice or otherwise affect the liability of the applicant as guarantor.

## 19. Dispute Resolution

In the first instance any dispute between the parties must be discussed between them to attempt to settle the dispute. Where the parties cannot reach a settlement between themselves, the situation must then be dealt in accordance with the 1996 Arbitration Act.

## 20. Copyright

All designs submitted remain the property of the copyright owner (Marketing Works) and any unauthorised reproduction of all or part of any of our designs submitted, or any copying or reproduction considered to be "passing off" of the original designs, is prohibited.

## 21. Saving

Notwithstanding that Marketing Works may agree in respect of any transaction either expressly or implication to waive any one or more of the above practices and customs, such agreement in no way releases the customer from any other obligation in respect of requirements set out herein in respect of subsequent transactions.