

# Terms & Conditions For Design, Print and Distribution Services

## Definitions

In these Terms and Conditions:

"**Agency**" means an advertising agency appointed by and placing Orders on behalf of a third party;

"**Applicable Laws**" means all relevant laws, rules, regulations and standards including all applicable industry standards which apply including but not limited to the UK Advertising Codes as administered by the Advertising Standards Authority and standard conditions as applied within the commercial printing sector;

"**Charge**" means the amount payable by the Client to the Publisher in respect of any Orders placed by the Client;

"**Client**" means the firm or company which places Orders (and shall include successors in title and assigns, any appointed Agency and any such Agency's successors in title and assigns);

"**Design**" means all artwork including, but not limited to, concepts, sketches, visual presentations, written copy or alternate designs and documents developed by the Publisher;

"**Distribution**" means the physical delivery of Leaflets with or alongside a Publication;

"**Intellectual Property**" means all intellectual property rights in any part of the world;

"**Marketing Copy**" means any marketing materials submitted to the Publisher by the Client for inclusion in any Designs;

"**Printed Materials**" or "**Leaflets**" means the printed marketing materials provided by the Client, or printed by the Publisher based on the final Design on the instruction of the Client as part of the Order, which the Client intends to be distributed in or alongside a Publication by the Publisher;

"**Printing**" means the physical production of materials arranged by the Publisher on behalf of the Client as an Order or part thereof;

"**Printing proofs**" are either digital or printed representations of the final Designs that are produced and are for checking that all text, fonts, graphics and colours will reproduce as expected prior to the production of Printed Materials;

"**Publication**" means any publication or service produced by the Publisher in any format.

## 1. Introduction

1.1 These Terms and Conditions apply to any booking placed by a Client with Time & Leisure Publishing Limited (the "**Publisher**") and accepted by the Publisher for Design services, production of Printed Materials and Distribution of Printed Materials or any combination thereof (an "**Order**").

1.2 By placing an Order, the Client accepts these Terms and Conditions.

1.3 These Terms and Conditions shall prevail in the event of any inconsistency with any other terms and conditions.

## 2. Acceptance of Orders

2.1 Any Order placed by a Client must comply with all current Publication deadlines, Distribution deadlines, technical specifications and limitations of the Publisher (details of which are available from the Publisher on request).

2.2 Where the Publisher has contributed to Printed Materials in a creative capacity by providing Design services (by designing, writing, reworking, amending) any resulting copyright or resulting Intellectual Property shall vest in the Publisher.

2.3 The Client undertakes to arrange appropriate insurance in respect of any materials provided by the Client in relation to any Order. Whilst the Publisher shall use reasonable endeavours to prevent damage to any material provided by the Client, it shall not be liable for any loss, damage or delay in delivery thereof however or whenever suffered. Unless the Client has provided instructions to the contrary (in which case it shall be responsible for any associated costs), the Publisher reserves the right to destroy (without notice to the Client) any such materials in its possession 6 months following the last date of completion of the services specified in the Order.

2.4 The Publisher is not obliged to provide proof of delivery of any Publication or Printed Materials.

2.5 Where the Client is providing the Publisher with Printed Materials that the Client has produced for Distribution, it must provide a sample of the Printed Materials to the Publisher at least 5 working days in advance of the delivery deadline (details of which are available from the Publisher).

2.6 The Publisher has the right to:

(a) decline to distribute any Printed Materials without giving any reason for so declining without incurring any liability whatsoever to the Client; and

(c) restrict, at its sole discretion, any repeat Distribution of the same Printed Materials.

## 3. Errors

3.1 It is the responsibility of the Client to check the Printing Proofs for any and all Designs and Printed Materials and to notify the Publisher immediately of any errors. The Publisher shall have no responsibility or liability to the Client in respect of the cost of correcting, re-proofing or reprinting Printed Materials unless notified in reasonable time prior to the proofing deadline by the Client.

## 4. Cancellation

4.1 The Publisher reserves the right (without incurring any liability in respect to any loss or damage sustained by the Client) to cancel any Order (or part thereof) by giving reasonable notice to the Client. The Publisher also reserves the right to omit or to refuse to distribute any Printed Materials notwithstanding the fact that the Printed Materials have been accepted for Distribution, without incurring any liability in respect to any loss or damage sustained by the Client.

4.2 Where the Client or Agency wishes to cancel an Order (or part thereof) for Distribution services, it shall notify the Publisher in writing at least 5 working days in advance of the delivery deadline. Where such notice is not provided, the Client shall be liable for the full Charge associated with the Order.

4.3 Where the Client or Agency wishes to cancel an Order (or part thereof) for Print services, it shall notify the Publisher in writing at the earliest possible opportunity. The Client shall be liable for the full Charge associated with the Order, however, the Publisher will provide reasonable endeavours to reduce this liability where possible.

4.4 Where the Client or Agency wishes to cancel an Order (or part thereof) for Design services, it shall notify the Publisher in writing at the earliest possible opportunity. The Client shall be liable for all costs incurred by the Publisher prior to the notification being received as well as any direct costs committed by the Publisher that cannot be recovered by the Publisher.

4.5 Where a Client fails to pay the Charges in accordance with Condition 5 or where a Client is in breach (or the Publisher suspects the Client is in breach) of any of these Terms and Conditions, the Publisher shall have the right to cancel an Order (or part thereof) without prior notice to the Client.

## 5. Charges and Payment

5.1 Except where otherwise stated, all Charges are exclusive of VAT which will be charged at the prevailing rate.

5.2 Clients must pay in advance of work commencing on all Orders until credit terms are agreed in writing with the Publisher.

5.3 Where credit terms are agreed, Clients must pay according to their agreed credit terms.

5.5 Any queries in relation to the Charges or any other item contained in an invoice must be notified to the Publisher's accounts department (details of which shall be set out on the invoice) within 7 days. Queries notified to the Publisher after the 7 day notice period has expired will not be accepted and the invoice shall remain payable in full. A query in relation to a specific item contained in an invoice for Charges shall not affect the due date of payment of the balance of the Charges contained therein.

5.6 Time for payment shall be of the essence.

5.7 The Publisher shall charge interest on any unpaid amounts from the date payment fell due until receipt of the amount at a rate of 8% per annum, which shall be charged daily and compounded per calendar month until such amount is received by the Publisher.

5.8 Agency commission shall not be payable if the Agency fails to meet the agreed payment terms.

5.9 The Publisher reserves the right to levy an administration charge at the current or prevailing rate, details of which are available on request, for each and every payment made by the Advertiser either in full or partial settlement of an account where that payment is subsequently dishonoured.

5.10 Where a Client appoints an Agency to act on its behalf, the Client will remain jointly and severally liable for payment in respect of all Charges.

5.11 The Client agrees that when placing an Order, the Publisher may carry out a credit search through a credit-referencing agency which will be recorded and shown when subsequent searches are made. The Publisher will only use the information from these searches to make credit-granting decisions in relation to payment of Charges and, if necessary, for fraud prevention or tracing debtors.

## 6. Limitation of Liability

6.1 The Publisher will use reasonable endeavours to meet the reasonable requests of Clients although the Publisher does not guarantee the Distribution of any Leaflets, or the on time completion of any Design or Printing materials, in accordance with the corresponding Order and shall not be liable to the Client for any loss of profit, indirect loss of profit or damage incurred by the Client as a result of total or partial failure to complete the Order.

## 7. Data Protection

7.1 The Publisher may record and use the Client and, where applicable, Agency details to perform its obligations under these Conditions.

7.2 The Publisher may use Clients' details to contact them for feedback relating to their Orders and matters related to the performance of the Publisher.

7.3 The Publisher may hold Client details on record for a reasonable period and contact Clients about future business opportunities it believes may be relevant.

## 8. Warranty

8.1 The Client warrants and undertakes that:

(a) it will be responsible for obtaining and paying for all necessary licences and consents for the publication of any content contained in any Printed Materials or to be included in Designs for Advertisements;

(b) no Printed Materials or component parts thereof provided to the Publisher will infringe the Intellectual Property rights or other rights or be defamatory to any third party or the Publisher;

(c) no Printed Materials will be in breach of or contrary to any Applicable Laws, or likely to cause annoyance or distress to any person.

## 9. Indemnity

9.1 The Client will indemnify and keep indemnified the Publisher against all losses, claims, liabilities, costs, charges, expenses and damages (of any kind irrespective of whether they were reasonably foreseeable or avoidable) incurred or suffered by the Publisher arising from the breach of the warranties set out above or in any manner whatsoever including as a result of or arising out of the Publication or Distribution of any Advertisement or Printed materials provided by or published on behalf of the Client.

9.2 This indemnity shall include all costs, losses and expenses incurred by the Publisher in respect of actual or threatened legal action arising from the publication of any Advertisement.

## 10. Waiver

10.1 Any delay or waiver or failure to elect by the Publisher in exercising its rights under these Terms and Conditions or otherwise shall not limit or restrict the future exercise or enforceability of those rights.

## 11. Governing law and jurisdiction

11.1 These Terms and Conditions are governed by and construed in accordance with the laws of England.

11.2 The courts of England have exclusive jurisdiction to settle any claim arising out of or in connection with these Terms and Conditions or the legal relationships established by these Terms and Conditions.