

100%
DAMN FINE
DESIGN

LAGRAFICA

To be read in conjunction with our contract agreement for each new project.

TERMS & CONDITIONS OF SALE E&OE

1. General

The Terms set out below ("these Terms") should be read in conjunction with Lagrafica Ltd's Letter of Agreement, and shall be deemed to be part thereof. These terms supersede all previous terms.

- (a) "Lagrafica" means Lagrafica Ltd. Trading address: 3 Ivor Park, Brynsadler, Pontyclun, RCT, CF72 9BF. Telephone (01443) 222 860. E-mail: design@lagrafica.co.uk
- (b) "The Customer" means any person or company with whom Lagrafica contracts, either verbally or in writing. Where the Customer comprises more than one person, their liability under these terms and conditions shall be joint and several.
- (c) "Contract" means any contract for design, print or other services made between Lagrafica and the Customer. This includes any Letter of Agreement which is signed by both parties; any written quotation from Lagrafica which is accepted by the customer; or any written order or booking of the Customer which is accepted by Lagrafica.
- (d) "Services" shall mean any of the design, print, consultancy or other services offered by Lagrafica.
- (e) Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. Basis of Contract

- (a) The Contract shall incorporate and be subject to these Terms to the exclusion of any terms, which the Customer may purport to impose, and to the exclusion of any course of dealing established between Lagrafica and the Customer.
- (b) No variation to these Terms shall be binding unless agreed in writing between the authorised representatives of Lagrafica and the Customer.
- (c) Any quotation given by Lagrafica is an invitation to the Customer to make an order only within 30 days of the quotation date and no order of the Customer placed with Lagrafica in pursuance of a quotation or otherwise shall be binding on Lagrafica unless and until it is accepted and confirmed in writing by Lagrafica.
- (d) The Customer or its employees or agents are not authorised to make any representations concerning the products or services of Lagrafica or concerning the Contract unless confirmed by Lagrafica in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations, which are not so confirmed.
- (e) Any advice or recommendation given by Lagrafica or its employees or agents to the Customer or its employees or agents is acted upon entirely at the risk of the Customer, its employees or agents and accordingly Lagrafica shall not be liable for any such advice or recommendation.
- (f) Any artwork, typographical, clerical or other error or omission in any promotional literature, quotation, price list, invoice or other document or information issued by Lagrafica shall be subject to correction without any liability on the part of Lagrafica.

3. Orders

- (a) All orders for Services shall be accepted by Lagrafica subject to the availability of Lagrafica or its personnel and Lagrafica shall have no commitment to commence work on any such order until the order details have been confirmed in writing by them.
- (b) All orders for Services shall be subject to Government and other local regulations, which may be introduced from time to time.
- (c) Lagrafica will use its best endeavours to comply with all directions and requests for information to be included in any design or copywriting project, but responsibility for the accuracy of all information supplied by the Customer shall rest with the Customer and no liability will be accepted.
- (d) Errors where the design is in accordance with a final proof approved by the Customer in accordance with Lagrafica's standard procedures will not be corrected by Lagrafica until additional billing is documented.
- (e) The Customer warrants that where it has provided promotional materials such as advertising slogans and company or product logos or images, the same are not subject to any copyright or other intellectual property rights; and that reproduction of the same by Lagrafica will not cause any breach of any copyright or other intellectual property rights; and that the Customer will where appropriate secure all necessary licences and authorisations for publication of any such restricted material. The Customer hereby indemnifies Lagrafica against any and all actions, claims losses, damages and liabilities arising from any breach of copyright or other intellectual property rights caused by the provision of material for publication by the Customer.
- (f) In the event of cancellation the Customer shall be liable to pay 100% of the total contract price specified unless otherwise negotiated.
- (g) Any date specified for the completion of the work is an estimate. Whilst every effort will be made to meet the date specified this cannot be guaranteed.

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3. Orders cont.

- (h) Lagrafica shall produce the finished works according to the agreed creative brief either on or before the completion date agreed by both parties. **The customer must submit any requests for amendments or revisions within 5 working days of receipt of the finished works. Failure to do so will constitute the customer's approval of the finished works, and Lagrafica will invoice for the full contract fee.** Any revisions or amendments requested after the date of invoice will incur an additional charge.

4. Contract Prices and Fees

- (a) The contract price shall include all fees and costs as charged to or estimated by Lagrafica.
(b) Additional charges will be made for any extra work entailed in altering or modifying designs or artwork caused by any changes, amendments or additions whether experimental or otherwise, to any artwork after the first proof has been submitted.
(c) The contracted price is exclusive of VAT, and is also exclusive of all local or other chargeable taxes.
(d) Any estimates of the whole or any part of the contract price is given in good faith and shall be treated as an estimate only and all errors and omissions shall be excepted.
(e) Any estimates of contract price shall be valid for 30 days at date of issue.
(f) Unless the contract is estimated in stages Lagrafica shall be entitled to invoice the Customer immediately on completion of the work.
(g) Where a job is partly funded via grant or otherwise, the payment that the Customer is liable for is still required under these terms and conditions.

5. Payment

- (a) The prices or fees payable by the Customer shall be in accordance with Lagrafica's rates of payment, as specified in the Contract of which these terms form part.
(b) Failure to pay by the due date will entitle Lagrafica to cancel any service being provided by giving written notice to the Customer and any part payment shall be retained by Lagrafica. The time of payment and the price of the goods shall be the essence of the Contract.
(c) If payment shall not be made in accordance with Condition 5 (a) above, Lagrafica shall pass the matter onto our **appointed collections agents, Thornbury Collection Services**, and reserve the right to charge interest on overdue balances for the period from such date until the date of payment. This shall include any period after the date of any court judgement against the Customer. Interest shall be charged at the rate of 12.5% under the Late Payments of Commercial Debts Act 1998, plus a penalty charge of £40.00 on invoices not exceeding £150.00 and £70.00 on all other invoices.
(d) Cheques should be made payable as indicated on all invoices and statements.
(e) In the event of any cheques passed by the Customer to Lagrafica being dishonoured, a charge of £30 (or such other sum as Lagrafica may from time to time advise the Customer) will be made to the Customer to cover bank and administrative costs.

6. Lagrafica Copyright

- (a) All Services provided by Lagrafica in respect of the Contract shall be the absolute property of Lagrafica and shall remain so until such date as **full payment is made by the Customer**. On such date, all rights to the same shall pass to the Customer, for use as detailed in the Contract, noting that further reproduction, imitation or creation of derivative works of the same is prohibited.
(b) All Lagrafica's rights are reserved in respect of the Services provided for this or any other Contract.
(c) In the event of a cancellation of the Contract for whatever reason the Customer shall forthwith return to Lagrafica all documentation and information provided by Lagrafica in electronic or any other form. All copyright, patent, trade secret and intellectual property and performance rights in the Services which Lagrafica may provide in relation to the Contract shall remain vested in Lagrafica (or the owner thereof for the time being). The Customer shall not acquire any intellectual property rights or licence relating to the Services, and may not copy or reproduce, the same.
(d) Unless otherwise agreed in writing between Lagrafica and the client, Lagrafica shall be entitled to include all works in a portfolio, to be viewed either on Lagrafica's website or in hard or e-copy for distribution to prospective clients. This includes Lagrafica's right to add the client's name to a client list for similar distribution.

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7. Intellectual Property Rights

- (a) Lagrafica agrees to take all reasonable care and precaution to ensure that no design proposed or submitted infringes any existed patent design right, registered design or other Intellectual Property Rights of a third party. It does not warrant or give any representation that any such design will not infringe any such right.
- (b) Copyright and all Intellectual Property rights in designs, sketches, drawings, dummies, models and any other work produced by Lagrafica remain the sole property of Lagrafica unless and until otherwise assigned.
- (c) It is the sole responsibility of the Customer when using any product prepared by Lagrafica to ensure that any such product does not infringe or contravene any trademark, patent or copyrights.
- (d) Lagrafica shall carry out work at the instructions of the Customer unless they are deemed to be illegal or improper. Lagrafica will not be held responsible for any action taken by the Customer or a third party for work carried out by Lagrafica.
- (e) Lagrafica shall be under no liability to the Customer for any actions costs, claims or demands suffered in respect of any infringement of any patent, trademark name, registered design for the protection of Intellectual Property or passing off save insofar as such infringement is due to the default or bad faith of Lagrafica.

8. Use of Work

Work carried out during the course of the commission shall not be used for any purpose other than that for which it was commissioned nor may any presentation work, sketch work or artwork in rough form be used or published as finished work without prior approval from Lagrafica.

9. Artworks and Proofs

Lagrafica will prepare and check artwork for reproduction as carefully as possible. However, Lagrafica does not accept responsibility for any errors caused by the Customer, in writing within that period, or suppliers once the artwork has been passed for print or production. The final responsibility for any errors or omissions remains with the Customer. Artwork, sketch work or digital artwork kept for over one year may be destroyed unless claimed by the Customer.

10. Variations

Quantities of product are subject to a +/- 5% variation in supply due to normal production limitations.

11. Publicity and Examples

- (a) Lagrafica shall have reasonable right to publicise its involvement in the contract.
- (b) The Customer shall provide examples of all its products covered by the contract to Lagrafica, free of charge, and Lagrafica may use them for its publicity.

12. Liability

- (a) Except in respect of death or personal injury caused by the Company's negligence Lagrafica shall not be liable to the Customer by reason of any representation, or any implied warranty condition or other term or any duty at common law or under express terms of the Contract, for any consequential loss or damage (whether loss of profits or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the Contract except as expressly provided in these terms.
- (b) Lagrafica shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing its obligations under the Contract or any failure so to perform, if the delay or failure was due to any cause beyond Lagrafica's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
 - (i) Act of God, explosion, flood, tempest, fire or accident.
 - (ii) War or threat of war, sabotage, insurrection, civil disturbances or requisition;
 - (iii) Acts, restrictions, byelaws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority;
 - (iv) Import or export regulations or embargoes;
 - (v) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Lagrafica or of a third party)
 - (vi) Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - (vii) Power failure or breakdown in machinery
- (c) Without prejudice to the foregoing Lagrafica shall in no circumstances be liable for any loss, damage, costs or expenses, which exceed in the aggregate the fees payable by the Customer.

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13. Insolvency of the Customer

- (a) This clause applies if:
- (i) the Customer proposes any voluntary arrangement or enters into any compromise or other arrangement with its creditors; or
 - (ii) an encumbrance takes possession, or a receiver or manager is appointed of any of the property or assets of the customer, or
 - (iii) being an individual or firm the customer becomes subject to a bankruptcy petition or becomes bankrupt, or
 - (iv) being a Company the Customer becomes subject to a winding-up petition or goes into liquidation or
 - (v) becomes subject to a petition or an administration order or upon the making of an administration order, or
 - (vi) the Customer ceases, or threatens to cease, or carry on business; or
 - (vii) Lagrafica reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly
- (b) If this clause applies then without prejudice to any other right or remedy available to the Company, Lagrafica shall be entitled to cancel the Contract or suspend the performance of the Contract without liability to the Customer.

14. Notices

Any notice required or permitted to be given by either party to the other under these terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be at the relevant time have been notified pursuant to this provision to the party giving the notice. No waiver by Lagrafica of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15. Severability

If any provision of these terms is held by any competent authority to be invalid the remainder of the provisions in question shall not be affected thereby.

16. Proper Law

The contract and any other matters concerning the relationship between Lagrafica and the Customer shall be governed by and constructed in accordance with English Law and shall be subject to the non-exclusive Jurisdiction of the English Court.

17. Generally

- (a) In these Conditions and all other contract documents between Lagrafica and the Customer, references to the singular shall include the plural and the vice versa, references to the masculine shall include the feminine and vice versa and references to the individuals shall include corporation and vice-versa.
- (b) The Customer shall not be entitled to assign its rights or transfer any of its rights or obligations under the Contract, in whole or in part, without prior written consent of Lagrafica.
- (c) The expiration or termination of the Contract, however arising, shall be without prejudice to any provisions of the Contract (including these Conditions), which are to have effect after the date of such expiration or termination.