

STANDARD CONDITIONS OF CONTRACT (1999)

Issued by the British Printing Industries Federation

This set of standard conditions does not apply in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so.

In these conditions, 'electronic file' means any text, illustration or other matter supplied to the printer in digitised form on disk, through a modem, or by ISDN or any other communication link.

Where appropriate for 'printer' read 'binder'.

1. **Price variation** Estimates are based on the printer's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
2. **Tax** The printer reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.
3. **Preliminary work** All work carried out, whether experimentally or otherwise, at customer's request shall be charged.
4. **Copy** A charge may be made to cover any additional work involved where copy supplied is not clear and legible.
5. **Electronic files**
 - (a) It is the customer's responsibility to maintain a copy of any original electronic file.
 - (b) The printer shall not be responsible for checking the accuracy of supplied input from an electronic file unless otherwise agreed.
 - (c) Without prejudice to clause 15, if an electronic file is not suitable for outputting on equipment normally adequate for such purposes without adjustment or other corrective action the printer may make a charge for any resulting additional cost incurred.
6. **Proofs** Proofs of all work may be submitted for customer's approval and the printer shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the printer's judgement, changes therefrom made by the customer shall be charged extra.
7. **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.

8. **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 in one colour only and 10 per cent for other work being allowed for overs or shortage (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged or deducted.
9. **Delivery and payment**
- (a) Delivery of work shall be accepted when tendered and thereupon, or if earlier on notification that the work has been completed, payment shall become due.
 - (b) Unless otherwise specified the price is for delivery of the work to the customer's address as set out in the estimate. A charge may be made to cover any extra costs involved for delivery to a different address.
 - (c) Should expedited delivery be agreed an extra may be charged to cover any overtime or any other additional costs involved.
 - (d) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 calendar days the printer shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
10. **Ownership and risk**
- (a) The risk in all goods delivered in connection with the work shall pass to the customer on delivery.
 - (b) Goods supplied by the printer remain the printer's property until the customer has paid for them and discharged all other debts owing to the printer.
 - (c) If the customer becomes insolvent (as set out in clause 16) and the goods have not been paid for in full the printer may take the goods back and, if necessary, enter the customer's premises to do so, or to inspect the goods.
 - (d) If the customer shall sell the goods before they have been paid for in full he shall hold the proceeds of sale on trust for the printer in a separate account until any sum owing to the printer has been discharged from such proceeds.
11. **Claims** Advice of damage, delay or loss of goods in transit or of non-delivery must be given in writing to the printer and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of notification of despatch of the goods) and any claim in respect thereof must be made in writing to the printer and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of notification of despatch). All other claims must be made in writing to the printer within 28 days of delivery. The printer shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

12. Liability

- (a) The printer shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the customer arising from delay in transit, whether as a result of the printer's negligence or otherwise.
- (b) Insofar as is permitted by law where work is defective for any reason, including negligence, the printer's liability (if any) shall be limited to rectifying such defect. Where the printer performs its obligations to rectify defective work under this condition the customer shall not be entitled to any further claim in respect of the work done nor shall the customer be entitled to treat delivery thereof as a ground for repudiating the contract, failing to pay for the work or cancelling further deliveries.
- (c) Nothing in these conditions shall exclude the printer's liability for death or personal injury as a result of its negligence.

13. Standing material

- (a) Metal, film and other materials owned by the printer and used by him in the production of type, plates, film-setting, negatives, positives and the like shall remain his exclusive property. Such items when supplied by the customer shall remain the customer's property.
- (b) Type may be distributed and lithographic or photogravure film and plates, tapes, disks 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.
- (c) The printer shall not be required to download any digital data from his equipment or supply the same to the customer on disk, tape or by any communication link unless written arrangements are made to the contrary.

14. Customer's property

- (a) Customer's property and all property supplied to the printer by or on behalf of the customer shall while it is in the possession of the printer or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.
- (b) The printer shall be entitled to make a reasonable charge for the storage of any customer's property left with the printer before receipt of the order or after notification to the customer of completion of the work.

15. Materials supplied by the customer

- (a) The printer may reject any film, disks, paper, plates or other materials supplied or specified by the customer which appear to him to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the printer in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.

