

PWD The Creative Solution

Terms and Conditions

1. Price variation

Quotations are based on the current costs of artwork and production and, unless otherwise stated, are subject to amendment at any time after acceptance to meet any rise or fall in such costs.

2. Tax

Except in the case of a customer who is not contracting in the course of a business not holding themselves out as doing so, PWD reserves the right to charge the amount of any value added tax payable whether or not included in the quotation or invoice.

3. Design Work

All design or artwork carried out whether experimental or otherwise, at customer's request shall be charged, at the discretion of PWD.

4. Copy

A charge may be applied to cover any additional work if any copy supplied by the customer is not clear or legible.

5 Proofs

Proofs of all design work submitted for customer's approval PWD shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customers alterations and additional proofs necessitated could be charged extra. When design and layout is left to PWD judgement changes therefrom made by customer may be charged extra.

6. Delivery and Payment

(a) Delivery of work shall be accepted when notification of that work has been completed the ownership shall pass subject to provisions in clause 17.

(b) Unless otherwise specified the price quoted is for delivery to the customer's address as set out in the Quotation/Invoice. A charge may be made to cover extra costs for delivery to a different address.

(c) Should expedited delivery be agreed extra charges may occur.

(d) Should work be suspended at the request of or delayed through any default of the customer for a period of 20 days then PWD shall then be entitled to payment for work carried out.

(e) Payment terms are 30 days from invoice date unless otherwise stated on the invoice/order.

(f) PWD has the right to charge a late payment fee on any unpaid invoices that have past there said 30 day period.

7. Variations in quality

Every effort will be made to deliver the correct quantity ordered but estimates are conditional upon margins of 5 percent for work in one colour and 10 percent for other work.

8. Claims

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to PWD and or the carrier within three working days. PWD shall not be liable in respects of any claim unless the aforementioned requirements have been complied with exception in any particular case where the customer proves that it was not possible to comply or PWD gave advice where required.

9. Liability

PWD shall not be liable for any loss to the customer arising from errors, copyright of provided images and delays that where deemed unforeseen.

10. Materials

All materials supplied by the customer will remain the customer's property. All artwork, proofs and digital files of customer's work will remain property of PWD unless otherwise agreed in advance.

11. Customer's property

(a) Customers property while in the possession of PWD or in transit will be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.

12. Materials supplied by the customer

PWD may reject any materials specified by the customer which appear to be unsuitable. Additional costs may be incurred if additional time or materials have to be purchased to complete quoted job. All material supplied are at customer's own risk.

13. Insolvency

If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, PWD without prejudice to other remedies shall.

(a) have the right not to proceed further with current or future work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer will be charged for.

(b) in respect of all unpaid debts due from the customer whether or not the customer has possession shall be entitled 14 days notice to dispose of such goods or property in such manner and at such price as to apply proceeds to the debt.

14. Illegal matter

(a) PWD shall not design or print any matter which is in its opinion may be illegal or libellous matter or an infringement of the proprietary or other rights of any third party.

(b) PWD shall be indemnified by the customer in respect of any claims, cost and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary rights contained in any materials designed or printed by PWD. The indemnity shall extend to any amount paid on a lawyer's advice in settlement of any claim.

15. Force majeure

PWD shall be under no liability if we are unable to carry out any Provision of the order for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken. During the continuance of such a contingency to customer may give written notice to PWD elect to terminate the order and pay for work done, but subject thereto shall other wise accept delivery when available.

16. Law

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.

17. Title

(a) Title to the Goods shall not pass to the Purchaser until payment in full of the price therefor. Until such payment the Purchaser shall have possession of the Goods as bailee for the Seller and shall store the Goods in such a way as to enable them to be identified as the property of the Seller provided that if the purchaser is purchasing the Goods for resale the Purchaser may as agent for the Seller and deliver the Goods to a third party in the ordinary course of the Purchaser's business on condition that until such payment as aforesaid the Purchaser shall hold all proceeds of such sales in trust for the Seller sell and in a separate account. The Purchaser hereby assigns to the Seller all rights and claims which the Purchaser may have against its customers arising from such sales until payment is made in full as aforesaid.

(b) The Seller reserves the right to re-possess any Goods in-respect of which payment is overdue and thereafter to re-sell the same and for this purpose the Purchaser hereby grants an irrevocable right and licence to the Seller's servants and agents to enter upon all or any if it's premises with or without vehicles during normal business hours. The right shall continue to subsist notwithstanding the termination of the contract for any other reason and is without prejudice to any accrued rights of the Seller thereunder or otherwise.