

PROPELLER GRAPHICS LTD

Terms and Conditions

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Unless otherwise expressly agreed in writing, all goods and services are sold upon the following terms and conditions to the exclusion of any terms and conditions of the Client. Placing an order shall constitute acceptance of these terms.

Office Hours

Monday	9:00 - 18:00
Tuesday	9:00 - 18:00
Wednesday	9:00 - 14:00
Thursday	9:30 - 18:00
Friday	9:00 - 14:00

Contacting Propeller Graphics

We ask that you put any questions to us by email. This system allows us to track changes reliably and improves the quality of our service to you.

Email: info@propellergraphics.co.uk

Post: Propeller Graphics Limited
The Boat House
Navigation Way
Preston
PR2 2YP

Phone: 01772 732244

Payment

We accept payment by cheque or online transfer. Our bank details are

Account Name: Propeller Graphics Limited

NatWest Bank, Preston Branch

sort code 01-67-14 acc no. 65069269

BIC NWBKGB2L

IBAN GB24 NWBK 0167 1465 0692 69

Please make cheques payable to Propeller Graphics Ltd.

Credit terms

Our terms are NET payment within 30 days from date of invoice unless agreed otherwise by us in writing. Interest will be charged on late payments in accordance with Sections 5A and 6 of the Late Payments of Commercial Debts (Interest) Act 1998. Failure to abide by our agreed terms will result in credit facilities being withdrawn and possible legal action.

Credit Limit

We reserve the right to vary and/or withdraw this facility at any time at our discretion and without any liability to you as

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the customer.

Credit Information

By applying for credit account facilities you authorise us to make enquiries from time to time as we deem necessary to obtain information and/or investigate creditworthiness and solvency. Including enquiries with persons or companies nominated as trade referees, bankers, any other credit provider, credit reporting agency or related information service.

Prices

Prices are based on current costs of production and materials and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any changes in such costs. Wherever possible you would be notified of any changes.

Minimum artwork charge

There will be a minimum artwork/design charge of £25.00+VAT for any work undertaken.

Chargeable Work

Any work carried out whether experimentally or otherwise, at the customers request shall be charged, unless previously agreed in writing.

Additional Fees

These may be charged when:

- a) During production you request amendments, additions or deletions. Charges would be based on time and materials at our standard hourly rates.
- b) Changes are made to the job where the style, type or layout have been left to our judgment. Charges would be based on time and materials at our standard hourly rates.

VAT

For orders made from the UK or the European Union, VAT is added where applicable at the current rate as at date on invoice.

Cancellations

Jobs put on hold or cancelled by the client during production will be invoiced at current stage and materials. This invoice must be paid in full together with any VAT that falls due accordingly.

Deadlines

We will use our best endeavours to deliver at the time stated but all deadlines shall be regarded at best as estimates only. As the Client you must accept the actual delivery date and we shall not be liable for any losses, costs, damages or expenses suffered by you the Client or any other party as a result of any delay in delivery. Especially in cases where third parties i.e. subcontractors or carriers are involved. Neither shall any such failure to meet a delivery date constitute a breach of contract on our part.

Guarantees/Warranties

We exclude to the full extent allowed by law, all liability of any kind whatsoever to the Client or any other party, for any

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loss, damage or loss sustained or incurred by the Client or any other party in consequence of, or resulting by, directly or indirectly, the supply of, use of, or performance of any products or services for whatever reason whether arising out of any breach by the company of any contract incorporating these Conditions or negligent or wrongful acts by the Company or its servants or its agents in connection with its products and or its services, and limits any liability that it might nevertheless have to a maximum amount being the invoiced price of the products or services in question.

Customers Property

All property supplied by you, or on your behalf, shall while it is in our possession, or in transit be deemed to be at your own risk unless otherwise agreed and you should insure accordingly.

Sub-contracting

We reserve the right without prior notification to sub-contract all or part of any of the services we offer.

Images of work we have produced

We reserve the right to use any such images on our website and in our printed promotional materials unless you have specifically requested otherwise in writing.

Conditions

We are not bound by customers own purchase order terms and conditions. Our full terms and conditions apply unless otherwise agreed by us previously in writing.

Title

Ownership of goods or products shall not pass to the Customer until full payment is received.

Insolvency

If the Customer ceases to pay his debts in ordinary course of business or cannot pay his debts as they become due or, being a company, it 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, Propeller Graphics Ltd. without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the Customer, such charge to be an immediate debt due to it, and (ii) general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on expiration of fourteen days notice to dispose of such goods or property in such a manner and at such a price as it thinks fit and to apply the proceeds towards such debts.

Copyright

Unless negotiated and agreed in writing, the copyrights of general artwork, commissioned artwork, illustrations, website design, programming and copy belong to Propeller Graphics Ltd.. If you supply us with material, it is your responsibility to obtain all necessary copyrights for its use, and we assume that you possess these. In such cases, the copyright belongs to you. By accepting this agreement, you agree to indemnify Propeller Graphics Ltd. from any claim which arises regarding the use of material with which you supply us. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

Illegal matter

We shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any

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Financial Loss

Propeller Graphics Ltd. accept no liability whatsoever for financial loss or loss of earnings arising from products or services provided by Propeller Graphics Ltd..

Propeller Graphics accept no liability for any loss of business through non retrieval of emails, bounced messages or undelivered electronic mail. Propeller Graphics take no responsibility for the content of emails including attachments and viruses.

Force majeure

We will not be liable for breach of contract arising from or caused by, directly or indirectly, force majeure, war, strikes, riots and civil commotions and nature disasters.

Law

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

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