

Terms & Conditions

This document is to be viewed by all involved parties as a binding and insoluble contract in agreement to the terms stated below. By agreeing to the proposal/quote presented to you by POP Design Agency, you authorise POP Design Agency and its associated companies (hereafter referred to as "POP") to proceed with the creation of the product as presented in the proposal/quote.

ADDRESS AND COMPANY NUMBER

POP Design Agency Ltd and is based at Sparkhouse Studios, Rope Walk, Lincoln LN6 7DQ. Tel: 01522 837 241
Our registered office is Landmark House, 1 Riseholme Road, Lincoln LN1 3SN

Company number: 6449989
VAT number: 975635965

OFFICE HOURS

POP's office hours are 9am - 5.00pm, Monday to Friday. Emails may be answered outside of these hours, but POP makes no guarantee - unless by prior arrangement.

CONTACTING US

Email: enquiries@popdesignagency.co.uk Post: Sparkhouse Studios, Rope Walk, Lincoln LN6 7DQ. Tel: 01522 837 241

- 1) Quotes are valid for thirty (30) days, after which time all proposed work will have to be re-quoted.
- 2) All quotes exclude VAT which is charged at the current Customs & Excise rates and according to current regulations.
- 3) Due to the bespoke nature of printed matter the Customer shall not be entitled to a "cooling off" period. Jobs put on hold or cancelled by the customer during production will be invoiced at current stage. This invoice must be paid in full.
- 4) For invoices not settled within the agreed credit terms, in accordance with section 69 of the County Court Act 1984 and Section 25(A) of the Supreme Court Act 1981 the court will be asked to add statutory interest to the debt at the rate of 8% per annum from the due date, in addition to allowable legal costs.
- 5) New customers agree to pay a deposit of 40% of the final bill upon ordering, and to pay the outstanding balance on delivery of the completed work. Existing customers agree to adhere to the terms stated on the invoice.
- 6) All deposit payments are non-refundable.
- 7) Nothing in these Terms and Conditions shall affect the rights of consumers.
- 8) You agree to provide us with the specific copy, images and relevant information we require, or to advise us as to where we can locate them. We accept no responsibility for your product not being completed by a specific date if we are unable to secure necessary and/or suitable information and/or materials from you. We accept no responsibility for errors, omissions or discrepancies which may be present on the final product. Time taken to source the specific copy, images and relevant information, as well as any time required to correct errors, omissions or discrepancies which have arisen through your not providing us with adequate materials, will be charged to you at our standard rate. We accept no responsibility for the delay caused in providing you with the final product as a result of your supplying us with insufficient or unsuitable materials. Where you supply or specify materials, we will take every care to secure the best results in the finished product, but we accept no responsibility for imperfect work caused by defects in or unsuitability of materials so supplied or specified.
- 9) If you have been provided with a proof, your signing this agreement confirms that you agree to the design and contents of the printed document as depicted on the proof. By signing this agreement, you absolve POP of all liability for any errors, omissions or discrepancies which may be present on the proof. Once you have signed this agreement and proof if supplied, you are not able to make any changes to the final product, nor are you able to hold POP responsible for anything you are unhappy with. This contract revokes your right to take any kind of action against POP for any aspect of the work with which you are later dissatisfied. Signing this contract means that, as long as the finished product is as arranged and consistent with the proof if supplied, you must pay in full for the work. This fact applies whether or not you later take issue with any aspect of the product. These terms are final and non-

negotiable. This is your final opportunity to make changes to the content.

- 10) If a change is requested, we will do everything we can to make the correction before the printing starts, but we cannot guarantee this. We accept no responsibility, under any circumstances, for any mistakes present on the completed work, as the signing-off of a proof absolves us of all liability. Once the proof is signed off or agreed, whether verbally or via email, we incur a film / plate(s) charge and this is passed on to you as part of the total charge. Any changes made after a proof is signed off will result in a further film / plate(s) charge.
- 11) Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, POP cannot guarantee an exact match in colour or texture between any materials with which you supply us, and the printed article.
- 12) Every effort is made to produce the exact quantity of items ordered. However, some variation is inherent in the print process and so you accept that minor variations in quantity are possible. These do not affect the price charged.
- 13) Completion and delivery times (from receipt of cleared or authorised payment and of approval by the customer of any proofs) are a guide only and whilst POP will make every effort to adhere to proposed timescales, time of delivery is not of the essence in any contract with the customer.
- 14) Where the work is to be delivered in installments each delivery shall constitute a separate contract and any claim by the customer in respect of any one or more of the installments shall not entitle the customer to treat the order as a whole as repudiated or cancelled.
- 15) Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to POP within three clear days of delivery (or in the case of non-delivery, within 28 days of dispatch of the goods) and any claim in respect thereof must be made in writing to POP and the carrier within seven clear days of delivery (or in the case of non-delivery, within 42 days of dispatch). All other claims must be made in writing to POP within 28 days of delivery. POP 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.
- 16) All materials (including but not limited to film, plates, negatives and positives) produced and used by POP during the production process remain the property of POP. Where these materials are provided by the customer, they remain the property of the customer.
- 17) POP does not guarantee any quantity of revenue from any work they have undertaken.
- 18) POP reserves the right to add an unobtrusive credit (either in the form of a small logo or byline) to customer's work.
- 19) Once a customer has agreed upon a proof and instructed POP to proceed to build, any subsequent changes in style or design requested by the customer will be charged for at the appropriate hourly rate.
- 20) Unless by prior arrangement, the copyrights of general artwork, commissioned artwork, illustrations, website design, programming and copy belong to POP. 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 signing this agreement, you agree to indemnify POP from any claim which arises regarding the use of material with which you supply us. We reserve the right to use any artwork or printing we produce for the purposes of promoting our services unless you request otherwise in writing.
- 21) POP reserves the right not to use any matter deemed illegal, libelous or offensive, or which may be an infringement of the proprietary or other rights of any third party. This agreement indemnifies us in respect of any claims, costs and expenses arising out of any libelous matter or any infringement of copyright, patent, design or of any other proprietary or

personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

- 22) Insofar as is permitted by law where work is defective for any reason, including negligence POP's liability (if any) shall be limited to rectifying such defect. However POP shall not be liable for indirect loss or third party claims occasioned by defective work and the Customer shall not be entitled to any further claim in respect of the work.
- 23) POP accept no liability whatsoever for indirect loss consequential or third party losses, resulting in a delay in delivery howsoever caused.
- 24) POP accept no liability whatsoever for financial loss or loss of earnings arising from products or services provided by POP.
- 25) POP accept no responsibility if we are unable to carry out any provision of the contract for any reason beyond our 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 by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency you may, by written notice to ourselves, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
- 26) POP shall not be liable for any loss to the customer arising from delay in transit caused by circumstances beyond POP's control.
- 27) Any customer ceasing to pay their debts in the ordinary course of business or proving unable to pay their 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 it, POP, without prejudice to other remedies, shall: (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to it, and (ii) in respect of all unpaid debts due from the customer, have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to enter the customer's premises to recover and dispose of such goods or property in such manner and at such price as we think fit and to apply the proceeds towards such debts. (iii) if the customer has sold the goods before they have been paid for in full he shall hold the proceeds of sale on trust for POP in a separate account until any sums owing to POP have been discharged from such proceeds.
- 28) All work undertaken is invoiced for in indivisible 1 (one) hour blocks, thus 1 (one) and a quarter hours' work would be invoiced as 2 (two) hours. 29) POP agrees keep the confidential information of its customers confidential, all information will be treated as confidential in accordance with the Data Protection Act.
- 30) These Terms and Conditions and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England and Wales.
- 31) All specifications and notices relied on by either party and all variations to this agreement must be in writing and include a duly authorised signature.
- 32) These Terms and Conditions may be amended from time to time. The latest version of these Terms and Conditions can be requested in writing.
- 33) All clauses and sub-clauses of this agreement are severable and if any clause or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction then such enforceability shall not affect the enforceability of the remaining provisions or identifiable parts thereof in these Terms and Conditions.