Cheverton & Son Ltd, trading as:

cheverton printers

SERVING NORFOLK SINCE 1897

NEW CUSTOMER FORM

Business Name: _____
(when applicable)

Main Contact: _____

Email address: _____

Telephone number(s): _____

Postal Address: _____

_____

_____

How did you find out about us? _____

Terms & Conditions (full terms on reverse of this sheet)

PROOFS - PLEASE CHECK THOROUGHLY.

After preparing artwork, we will send you a proof copy to check. Please ensure that you take the time to check the proof carefully, including spellings, email or postal addresses, postcodes and telephone numbers.

Please note: If you send us a 'print ready' PDF, we will only send a PDF proof on request.

Printed proofs are available, but chargeable.

After proof approval, no responsibility whatsoever for any errors will be accepted by Cheverton Printers.

QUOTATIONS - Prices quoted are subject to sight of copy. Prices are subject to VAT unless stated.

ORDERS - Once an order has been placed verbally or otherwise we reserve the right to charge a cancellation fee to cover any artwork, job preparation and material costs.

Please tick to confirm you have read and understood the above terms & conditions. ☐

I have read the terms and conditions supplied to me and accept them in their entirety. I confirm I have the authority to legally bind the above business / person in contractual dealings with Cheverton & Son Ltd trading as Cheverton Printers.

Signed: _____ Date: _____

Cheverton & Son Limited Standard Conditions of Contract

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. Quotations may be subject to change prior to commencement of work if not accepted within 60 days or if the printer discovers material errors in the calculation quotation process, including adjustments relating to Value Added Tax (VAT).

2. Tax. VAT is chargeable on certain print as may be specified by HM Customs and Revenue and is chargeable regardless of whether the customer is VAT registered or not. The printer may charge any tax which replaces, or is in addition to, VAT.

3. Work undertaken. (a) All work carried out, whether experimentally or otherwise, at the customer's request, shall be charged. (b) A charge may be made to cover any additional work involved where copy supplied is not clear and legible. (c) Whilst the printer endeavours to carry out all work to high standards, minor printing issues, such as colour variation, may occur, in particular with jobs printed by lithographic process. Such issues shall not form a reason for rejection of a job by the customer. (d) The printer may outsource any job in whole or in part without reference to the customer. (e) Where the customer submits copy electronically, the printer shall not be liable for its non-receipt or the level of usability of the submission. The customer must accept that problems with the precise format of file contents may occur from time to time.

4. Proofs. (a) At customer's request, proofs of all work may be submitted in either printed or electronic format for customer's approval. The printer shall incur no liability for errors not corrected by the customer in proofs so submitted. (b) Customer's alterations and additional proofs necessitated thereby may be charged extra. (c) For jobs printed by lithographic process, printed proofs will usually be printed on a standard weight paper suitable for the purpose, which is likely to differ from the paper used for the final print run. (d) Proof colours may show some variation from those in the final print run. (e) Proofs shall be signed by the customer as evidence of satisfaction and returned to the printer or approved via email. (f) The printer shall not be responsible for spelling and any other errors not identified by the customer prior to printing. (g) Minor errors where the printer has been at fault shall not form a reason for rejection of a job by the customer.

5. Unproofed work. The printer shall have no liability whatsoever in respect of work that (a) has not been proofed by the customer or (b) has not been signed off by the customer, either physically or via email, as evidence that the work has been proofed and is satisfactory. Customers are to ensure that any artwork supplied is of an acceptable standard suitable for reproduction by the printer.

6. 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) the ownership shall pass and payment shall become due.
(b) Unless otherwise specified, the price quoted is for collection ex works.
A charge may be made to cover any costs involved for delivery to the customer's address or an address specified by the customer.
(c) Should expedited delivery be agreed an extra charge may be made to cover all such and associated costs.
(d) The printer may request payment in advance in whole or in part prior to the commencement of work and is entitled to be paid for work, where a customer does not have a credit facility, before releasing such work to the customer.
(e) Payment by cheque shall not clear a customer's liability until such a cheque has cleared the payee's bank account and has been credited irreversibly to the printer's account by the printer's bankers.
(f) Customers paying in cash must request, obtain and retain a receipt as evidence of payment.
(g) Customers who have credit facilities with the printer shall pay invoices on or before the date that payment is due. A late payment charge may be made at a percentage rate per annum of up to 4% above the base rate of any clearing bank selected by the printer in respect of invoices where payment is overdue.
(h) Delivery dates are given in good faith, but the printer will not be liable for any loss to the customer arising from delay for any reason.

7. Variations in quantity. Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent of work in one colour only and 10 per cent for other work being allowed for shortage. The printer will have the option of making good in kind or adjusting his invoice price proportionately in respect of any shortage.

8. Claims arising from transit. Advice of damage, delay or partial 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 dispatch of the goods) and any claim in respect thereof must be made in writing to the printer and carrier within seven clear days of delivery or in case of non-delivery, within 42 days of dispatch. 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 it was not possible to comply with the requirements and advice, where required, was given and the claim made as soon as reasonably possible.

9. Liability. (a) The printer shall not be liable for any loss to the customer arising from delay in transit not caused by the printer. (b) The printer shall not be liable for any consequential loss that the customer may incur as a result of print supplied or not supplied to the customer or not supplied on a timely basis.

10. Standing material. All materials used by the printer shall remain his exclusive property. Such items when supplied by the customer are at the customer's risk and shall remain the customer's property but must be recovered from the printer within 15 days of job delivery. Any materials used by the printer may be destroyed at his discretion following the completion of a job.

11. Representation A person placing an order shall be liable for payment of that order where he or she, in placing the order, has held himself or herself out as being the representative of an organisation and that organisation subsequently fails to accept liability for the order or the authority of the person placing the order. The printer shall not have any responsibility for determining whether or not the person placing the order is authorised to do so.

12 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, the printer without prejudice to other remedies shall:
(a) 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 him and
(b) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession whether worked on or not and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

13 Illegal matter. (a) The printer shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party
(b) The printer shall be in 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 material printed for the customer. The indemnity shall extend to any amount paid on a lawyer's advice in settlement of any claim.

14. Force Majeure. The printer shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his reasonable control including without limit, Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.

15. Law. These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England. However, before commencing any action against the printer under such laws, the customer shall advise the Company Secretary by recorded delivery letter to the registered office of the printer the reasons for the proposed action and shall allow the printer a period of 14 days from the days of receipt of such a letter to provide such a remedy as is acceptable to the customer in order that any proposed action may be discontinued.

January 2012