



TERMS & CONDITIONS FOR THE SPA GROUP DESIGN & PRINT SERVICES

These Terms & Conditions apply to all customers who purchased any **SPA** design and print service after 1st June 2005.

These Terms & Conditions explain our responsibilities to you, along with your responsibilities to **SPA** and to the other users of the service.

If there is anything you do not understand or have any further questions about this product, please contact our Support Line or email us at support@SPAGroup.co.uk

SPA reserves the right to refuse any application for service.

“the Customer”	means the person, firm, company or organisation who orders the Commissioned Work pursuant to these Conditions;
“the Customer’s Materials”	means all materials delivered to the Company by the Customer;
“the Commissioned Work”	means the physical design work, copying, printing or other work howsoever described including where the context so admits, each edition of a periodical publication ordered by the Customer from the Company;
“Intellectual Property Rights”	means any copyright, design right, registered design, trade mark whether registered or not, right of confidentiality or any other similar right whether arising in the United Kingdom or elsewhere in the world,
“Origination Items”	is defined in Condition 11(b).
“the company”	means THE SPA GROUP (and all divisions of) , Technopole, Hampshire PO2 8FA United Kingdom and/or any other group member of SPA . which shall supply Services to You.



IMPORTANT NOTICE

While we believe that the SPAGroup has built a reputation for providing a service to the highest competitive standards, even the best of enterprises must take account of the possibility however remote, of error, omission or wrongdoing. We therefore draw your attention to the following standard conditions (and in particular Conditions 6, 8, 13, 14 and 15 thereof) which contain provisions defining and limiting our liability in respect of any potential default. Copying, whether of words, images, printed music or other material is likely to comprise a breach of copyright unless it is authorised. Customers should not request copying services unless they are sure that they comply with the warranty contained in Condition 18 (Customer's Warranty and Indemnity).

2. PRICE VARIATION – Estimates are based on the Company'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.

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. PROOFS – Proofs of all work may be submitted for customer's approval and the Company 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 Company's judgment, changes therefrom made by the customer shall be charged extra.

6. DELIVERY – (a) The Company shall use its reasonable endeavours to meet delivery dates but, unless otherwise agreed in writing, time shall not be of the essence of the contract. In no circumstances shall the Company be liable for any delay in transit, howsoever caused.

b) 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.

(c) Unless otherwise specified a charge may be made to cover any extra costs involved for delivery to an address.

(d) Should expedited delivery be agreed an extra may be charged to cover any overtime or any other additional costs involved.

(e) Should work be terminated or suspended at the request of or delayed through any default of the customer for a period of 30 days the Company shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

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 for work in one colour 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.

8. CLAIMS – Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Company and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to the Company and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to the Company within 28 days of delivery. The Company 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.



9. TERMS OF PAYMENT – Terms of payment are strictly fourteen (14) days net from date of invoice unless otherwise agreed in writing or stated on the invoice. If the customer fails to make payment in full on the due date then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

(a) Charge the customer interest (both before and after any judgment) on the amount unpaid; at a rate of three (3) per cent per annum above Lloyds Bank base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purposes of calculating interest); and

(b) Charge the customer for all costs incurred in the collection of any amount outstanding, including but without prejudice to the generality of the foregoing all agency fees, legal fees and court costs.

10. POSTAGE SHIPPING AND FREIGHT COSTS – The Company is entitled to request and receive payment in advance for postage necessary to perform a bulk mailing on behalf of the customer. The Company is also entitled to a reasonable financing charge on all postage not paid in advance and a handling charge on freight (both air and surface) and courier services to cover administration, handling and materials (for example boxes, envelopes, etc.)

11. DESIGN WORK – (a) Subject as provided in this Condition, **ALL DESIGN WORK ORIGINATED BY THE COMPANY SHALL, AS TO ITS MATERIAL ELEMENTS AND AS TO THE COPYRIGHT OR DESIGN RIGHT IN RELATION TO IT, BELONG TO THE COMPANY**, and the Customer shall not have any right to reproduce or authorise any other person to reproduce any such design work in whole or in part or to do any act which would, in the absence of authorisation by the Company, infringe any copyright or design right which may subsist in relation to any such design work.

(b) In the course of the design work the Company may originate physical material (including without limitation artwork, computer files, photographic negatives or positives, transparencies and printing plates, together with all other intermediate material including film work, stereotypes, proofs and progressives). This is referred to in these Conditions as “Origination Items”. Subject as provided in this Condition all Origination Items belong to the Company absolutely.

(c) On due payment by the Customer for design work by the Company, the company will: (i) return to the Customer the Customer’s Materials subject to payment by the customer of all expenses incurred; (ii) deliver and transfer to the Customer copies of the Origination Items; and (iii) at the Customer’s request assign to the Customer the Company’s copyright and design right in relation to the design work subject to payment by the Customer of all additional expenses relating to such assignment.

12. STANDING MATERIAL – All standing material owned by the Company shall remain its exclusive property and will not be released to the customer or his agents. Duplicate copies of standing material can be prepared at the customer’s request and a charge may be made for this service. Standing material supplied by the customer shall remain the customer’s property. Type may be distributed and lithographic or photogravure film and plates, tapes, discs or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, the Company shall be entitled to charge a reasonable rent.

13. CUSTOMER’S PROPERTY – (a) Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, customer’s property and all property supplied to the Company by or on behalf of the customer shall, while it is in the possession of the Company 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 Company shall be entitled to make a reasonable charge for the storage of any customer’s property left with the Company before receipt of the order or after notification to the customer of completion of the work.



14. MATERIALS SUPPLIED BY THE CUSTOMER – (a) The Company may reject any paper, plates or other materials supplied or specified by the customer which appear to them 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 Company in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.

(b) Where materials are so supplied or specified, the Company will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

(c) Quantities of materials supplied shall be adequate to cover normal printer's wastage/spoilage.

15. DATA SUPPLIED IN DIGITAL FORM – Where any text, illustration or other matter is supplied to the Company in a digital form on a disc or through a modem or ISDN telephone line and the data so received is not suitable for outputting on equipment normally adequate for such purposes without adjustment or other corrective action the Company may make a charge for any additional cost incurred thereby. In such circumstances the Company will take every care to secure the best results but shall not be responsible for (i) any imperfect work caused by the unsuitability of such data, and (ii) any delay in delivery occasioned by the additional work.

16. RISK AND TITLE – The risk in the Commissioned Work shall pass to the Customer on delivery and the Customer should therefore be insured accordingly.

(a) Notwithstanding delivery and passing of risk, the legal property in and beneficial ownership of the Commissioned Work shall remain with the Company until the Customer has paid all money owed by it to the Company.

(b) The Company may for the purpose of checking that these Conditions are being complied with or recovering the Commissioned Work enter upon any premises where it is stored or where the Company reasonably believes it to be stored.

(c) Until payment is made the Customer shall possess the Commissioned Work as fiduciary bailee and agent only and shall store each item of the Commissioned Work securely and separately from the Customer's own goods or those of any other person or previously Commissioned Work and in a manner which makes them readily identifiable by reference to the Company's invoices.

(d) The Customer's right to possession of the Commissioned Work shall cease if any of the events described in Condition 17 occurs.

(e) The Customer grants the Company an irrevocable licence to enter at any time any vehicle or premises owned or occupied by the Customer or in its possession for the purpose of repossessing and removing any of the Commissioned Work the property in which has remained in the Company under condition 16(a). The Company shall not be responsible for and the Customer will indemnify the Company against liability in respect of damage caused to such vehicles or premises in such repossession and removal being damage it was not reasonably practicable to avoid.

(f) Until payment is made the Customer may only dispose of the Commissioned Work by way of sale on behalf of the Company. Provided that such sale shall be in the ordinary course of its business. The Customer shall, at the Company's request, immediately assign to the Company any debts arising from such sale.

(g) Conditions 16, 16(a), 16(b), 16(c), 16(d) and 16(f) are without prejudice to the Company's rights and remedies if the Customer fails to make payment on the due date or is otherwise in breach of the terms of these Conditions.



17. 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 Company 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 him, and

(ii) 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.

18. CUSTOMER'S WARRANTY AND INDEMNITY – (a) The Company may refuse to print any of the Customer's Materials which in its opinion contains any defamatory or obscene matter or may infringe any Intellectual Property Rights of any third party.

(b) The Customer warrants to the Company that it owns the Customer's Materials and all Intellectual Property Rights in them and that the Customer's Materials do not infringe any Intellectual Property Rights of any third party and would not if used in relation to the sale of any Commissioned Work or the provision of any services infringe any Intellectual Property Rights of any third party.

(c) The Customer shall indemnify the Company and keep it indemnified in respect of all costs, claims, liabilities and expenses to which the Company may be subject as a result of any claim that any of the Customer's Materials or any design material originated by the Company on the instructions of the Customer contains any defamatory or obscene matter or infringes any Intellectual Property Rights of any third party. The indemnity shall extend (without limitation) to any amount paid on a lawyer's advice in settlement of any such claim and to the Company's legal costs.

19. FORCE MAJEURE – The Company shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond his 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 of 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 the customer may by written notice to the Company elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

20. SUB-CONTRACTORS – The Company may, at its sole and absolute discretion, sub-contract any or all of its obligations but shall remain liable to the customer therefor.

21. SEVERANCE – In the event of any provision of these Conditions being or becoming legally ineffective or unenforceable either in its entirety or in part this shall be without prejudice to the validity of and shall not invalidate the remaining provisions of these Conditions which shall remain in full force and effect.

22. ENTIRE AGREEMENT – These Conditions constitute the entire agreement of the parties as to the subject matter hereof and supersede all previous agreements and undertakings (if any) between the parties and all representations made with respect thereto PROVIDED THAT this shall not exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently by that party prior to the date of this agreement.



www.SPAGroup.co.uk

23. APPLICATION – The Company and the Customer shall contract subject to these Conditions which shall govern their relationship to the exclusion of any other terms and conditions contained or referred to in the Customer’s order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing and any purported provisions to the contrary are hereby excluded. No variation of these Conditions shall be binding upon the Company unless made in writing and signed by a duly authorised representative of the Company.

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