



Subject /

Terms & Conditions

Design & Print




ARNOLD JONES
ASSOCIATES

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Arnold Jones Associates
Design Ltd
Somersleigh Gate
Somersleigh Road
Dorchester
Dorset
DT1 1TL

All business is conducted and orders are only accepted subject to the Terms and Conditions of Business set out below. They contain important matters affecting rights and liabilities and you are advised to read them.



1. INTERPRETATION

In these Terms and Conditions 'The Company' means AJA Design and 'The Customer' means the party to whom goods or services are supplied by the Company. Headings are included for reference only and shall not affect the construction of these Terms and Conditions.

2. TERMS

These Terms and Conditions shall govern each transaction made by the Customer with the company and shall supersede any previously published terms and conditions of business and shall override any terms and conditions stipulated, incorporated or referred by the customer in its order or negotiations.

3. PRICES

Prices are agreed at the date of order and are exclusive of Value Added Tax (VAT).

4. ORDERS

4.1 Orders should be accompanied by an official order or written instruction signed by the duly authorised person.

4.2 Verbal instructions are accepted only on the understanding that the Company will not be responsible for mistakes arising there from.

4.3 The Company reserves the right at its own discretion to refuse any order.

4.4 The Company shall be entitled to sub-contract any service that it agrees to perform for any customers.

5. OWNERSHIP AND COPYRIGHT

Any material submitted to the Company for imaging and processing remains with the customer. The Customer accepts sole responsibility for any claim of copyright infringement brought by a third party and agrees to indemnify the Company for any losses or expenses it suffers including legal costs, in relation to any such claim.

Subject to the rights of third parties and to any rights of The Company any work undertaken by The Company, including any data, reports, servicing, schedules, drawings, specifications, designs, invention or material produced or acquired in the course of such work and copyright therein shall vest in and be the property of Customer.

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6. OFFERS AND PROPOSALS

Offers and proposals made by AJA Design to potential clients should be treated as trade secrets and remain the property of AJA Design. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from AJA Design. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

7. WARRANTY BY CLIENT AS TO OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to AJA Design for inclusion on Literature and Websites. The conclusion of a contract between AJA Design and the Client shall be regarded as a guarantee by the Client to AJA Design that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence. By agreeing to these terms and conditions, the Client removes the legal responsibility of AJA Design and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

8. ACCOUNTS

8.1 New accounts will only be opened after satisfactory COD trading for a minimum period of 3 months followed by the provision of two trade references acceptable to the company, and a Bank reference. All new accounts are required to pay 50% of the design cost before commencement of the project, 100% of the printing cost before production, with the remaining 50% of the design cost to be settled on completion.

8.2 Approved credit accounts are subject to settlement in full within fourteen days of invoice. A minimum value of £45.00 plus VAT is applicable on any single order. All other transactions are subject to immediate payment.

8.3 The Company reserves the right to charge interest at the rate of 10% on invoices that have not been settled within thirty days.

8.4 The Company reserves the right to cancel Credit Accounts or withhold further supplies on credit, without prior notice, if the above terms are not observed or the credit limit is exceeded.

8.5 All estimates are valid for 30 days only.

8.6 If payment has not been received by the due date, AJA Design has the right to suspend ongoing work for Client, until such time that full payment of the outstanding balance has been received.

9. SERVICING TIMES

While every effort will be made to adhere to the service time quoted, no liability can be accepted for any delays occurring.

10. DELIVERY

Delivery instructions undertaken will be adhered to as closely as possible but no responsibility can be accepted for delays. Delivery time is in addition to the minimum service times quoted.

11. MATERIALS

Supply of Materials

The Client is to supply all materials and information required for AJA Design to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, AJA Design has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, AJA Design has the right to invoice the Client for any part or parts of the Work already completed.

While every care is taken in handling Customer's originals, artwork, samples or other materials of any description ("the materials") the Company accepts the Materials for servicing on the understanding that the Company's liability (if any) for Materials which are lost, stolen, damaged or destroyed whether as a result of the negligence of the Company, its servants, agents or sub-contractors or otherwise howsoever is limited to the replacement cost of the Materials.

12. INSURANCE

The Company advises the Customer to ensure the Materials for their full value against all risks, loss or damage.

13. CONSEQUENTIAL LOSS

No liability is accepted for consequential loss or damages including (but not limited to) loss of profits, income or revenue howsoever caused.

14. CONTRACT

These Terms and Conditions together with the Company's job sheets and current price lists, constitute the entirety of the contract between the Company and the Customer. No variations of or additions to the same shall be of any legal effect and no employee or agent of the Company is authorised to make any representation binding upon the Company.

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15. FORCE MAJEURE

The Company shall not be liable for any failure to perform the contract due or principally due to any circumstances beyond its control including but not limited to inability to secure labour materials supplied or transport, scarcity of fuel power or components, breakdowns in machinery, fire, storm, flood, Act of God, war, civil disturbance, strikes, lock-outs and industrial action in whatever forms.

16. GOVERNING LAW

These Terms and Conditions and any questions, disputes or other matters relating to them or any contract made subject to them shall be governed by and determined in accordance with the Laws of England.

By placing your order, you agree by our terms and conditions (as above) and that any alteration or changes to the quote may result in additional charges and these will be given in writing prior to any work being started.

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