

Print & Procurement Ltd

Terms and Conditions of Trading

1. Definitions

- 1.1 **Print & Procurement** – Print & Procurement Ltd., A company registered in England & Wales, Number 06319594, registered office 30 Gay Street, Bath, BA1 2PA
- 1.2 **The Client** – you when you engage Print & Procurement to carry out work on your behalf.
- 1.3 **Services** – the services provided by Print & Procurement.
- 1.4 **Provider** – a third party recommended or introduced to the Client by Print & Procurement.

2. Headings

- 2.1 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

3. Placing of orders

- 3.1 Prices quoted are exclusive of VAT or any other applicable taxes or tariffs, which will be charged where appropriate.
- 3.2 The placing of an order constitutes an acceptance of these Terms and Conditions.
- 3.3 An order will be deemed to be accepted upon the issuing of a written acknowledgement of order by Print & Procurement.

4. Terms of Payment

- 4.1 All invoices are due for payment within 30 days of the date of the invoice.
- 4.2 Print & Procurement will enforce interest and charges under the Late Payment Interest Regulations on invoices unpaid after 30 days.
- 4.3 Any queries relating to an invoice must be raised as soon as possible and no later than 21 days from the date of the invoice. After 21 days any right to query an invoice is forfeit.
- 4.4 The Client will not withhold or set off any payment for any reason.

5. Cancellation of orders

- 5.1 If an order is cancelled less than two weeks before the commencement of work, 25% of the value of the order shall be paid. If an order is cancelled less than three days before the commencement of work 75% shall be paid.

6. Print & Procurement's Obligations

- 6.1 Print & Procurement will exercise reasonable skill and care in the Services and all recommendations will be made in good faith.

7. Limitations on Liability

- 7.1 During the provision of services Print & Procurement may advise the use of Providers. The Client acknowledges that any Provider will be contracted directly by the Client and that any work carried out by a Provider will be

governed by such terms and conditions of trading as are agreed between the Client and the Provider.

- 7.2 Advice given by Print & Procurement is prepared specifically for the requirements made known by the Client and on the basis that the information provided by the Client is accurate. Print & Procurement shall be under no obligation to check the accuracy of any instructions or data provided.
- 7.3 Reports and recommendations made by Print & Procurement are specific to the requirements identified in This Agreement and may not be appropriate in other circumstances. Print & Procurement shall not be responsible at law where any reliance is placed upon the contents of reports or recommendations by third parties or for any purposes for which they were not intended and which were not made known to Print & Procurement during the course of the provision of The Services.
- 7.4 Print & Procurement will not in any circumstances be liable for indirect or consequential loss including but not limited to loss of profits.
- 7.5 Print & Procurement's liability to the Client for breach of contract, negligence and/or breach of statutory duty or otherwise shall in no circumstances exceed £1,000,000.00 (one million pounds).
- 7.6 Print & Procurement accepts no liability to any third party.
- 7.7 Except as set out in this Agreement Print & Procurement's liabilities are excluded to the fullest extent permissible by law, other than in respect of death or personal injury caused by negligence or loss caused by fraudulent misrepresentation by Print & Procurement.

8. Confidentiality

- 8.1 In the course of providing the Services this Agreement Print & Procurement may have access to and be entrusted with confidential information concerning the affairs of the Client.
- 8.2 To protect the confidentiality of information given or gained in confidence before or during the course of the Services Print & Procurement will not at any time during or after the end of the Agreement disclose any such information, unless necessary for the performance of the Services provided to the Client.
- 8.3 This restriction does not apply to information that the receiving party must by law disclose, or to information that at the time of disclosure is already in the public domain.

9. Force Majeure

- 9.1 Print & Procurement will not be liable for the failure to carry out contracted services as a result of reasons beyond Print & Procurement's control. Such reasons include, but are not limited to, acts of God, war, strike, lockout or any other labour dispute, fire, flood, drought, failure of power supply, legislation or any other reason beyond our control.

10. Scope of Terms

- 10.1 The Client acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of this agreement other than as expressly set out in this agreement.
- 10.2 No variation of these Conditions shall be valid unless it is in writing.

11. Law

- 11.1 Any agreement or contract between Print & Procurement and the Client is subject to the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.