



STANDARD TERMS & CONDITIONS OF SALE – doc has changed

1. INTERPRETATION

In these Conditions:

"Customer" means persons, firm, body or company who procures the Goods and or services under the Contract.

"Goods" means the goods and or services (including any instalment of the goods or any parts for them) that the Supplier is to supply under the Contract.

"Supplier" means **Fairway PSD Ltd. of Unit 3, Langley Business Centre, Station Road, Langley, Berkshire SL3 8DS.**

"Contract" means the contract for the purchase and sale of the Goods.

"Working Day" means any day of the week excluding Saturdays, Sundays and public holidays.

"Special Order" means an order for Goods embodying or utilising material supplied by the Customer including bespoke goods incorporating the Customers corporate identity, trade mark/name or for Goods similar but not identical to goods from the Supplier's stock holding from time to time.

2. BASIS OF CONTRACT

2.1 The Conditions set out herein shall govern the Contract to the exclusion of any other terms or conditions whether put forward by or on behalf of the Customer or whether implied by law insofar as exclusion of the same is reasonable.

2.2 The placing by the Customer of any order shall constitute an offer by the Customer. No contract shall come into existence unless the Supplier accepts the Customer's order orally or in writing or in the absence of either if the Supplier delivers the order in whole or in part. Special Orders will only be considered for acceptance by the Supplier until all and any material and/or special instructions or requests have been supplied by the Customer. The acceptance by the Supplier of the Customer's order may be subject to the Supplier approving the Customer's creditworthiness

2.3 Variation to these Conditions must be agreed in writing between the Customer and the Supplier. Any advice or recommendation relating to the Goods given by any representative of the Supplier will not be binding on the Supplier unless confirmed by the Supplier in writing.

3. ORDERS AND QUOTES

3.1 In accepting a quote or placing an order for the Goods the Customer acknowledges that all information and specifications relating to the Goods and any material produced by the Supplier are approximate only. Any error in any quote, sales literature or other document issued by the Supplier may be corrected without any liability to the Supplier.

3.2 All orders submitted by the Customer must be accurate and made in good time to allow the Supplier to perform its obligations under the Contract.

4. PRICE

4.1 Prices that are quoted by the Supplier are based upon costs current as at the date of quotation. The price charged to the Customer under the Contract may be changed to take account of costs current at the date of the invoice. The price for the Goods is exclusive of value added tax, which shall be charged where appropriate at the date prevailing at the relevant tax point.

4.2 The Supplier may by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of supplying the Goods which is due to any factor beyond the control of the Supplier.

4.3 The price of the Goods includes delivery to the premises specified in the Customer's order unless: the premises specified in the order are outside the UK or are not the Customer's usual business address; or where clause 7.4 below applies in which case the Supplier reserves the right to make an additional charge the amount of which is detailed in the Supplier's then current contract price list.

5. PAYMENT TERMS

5.1 The Supplier may invoice the Customer for all sums due under the Contract after the Supplier has (as the case may be) notified the Customer that the Goods are ready for collection; or delivered or tried to deliver the Goods.

5.2 The Customer shall pay the Supplier's invoices in full without deduction or set-off within 30 days of the date of invoice; time for payment shall be of the essence of the Contract.

5.3 If the Customer fails to pay on the due date then the Supplier (notwithstanding that delivery may not have taken place and that title to the Goods shall not have passed to the Customer) may sue the Customer to recover the sums due to it; terminate the Contract; suspend any further deliveries to the Customer until all debts are paid in full; charge the Customer interest (both before and after any judgment) on the amount unpaid, Interest on overdue payments will be charged at 2% p.a. above Barclays Bank PLC's base rate from time to time applicable (or at the statutory rate if more where proceedings are issued) until the sum due is paid; and by the Supplier giving notice in writing to the Customer, cancel any other contract between the Customer and the Supplier.

5.4 The Supplier shall be entitled to charge the Customer for work carried out, materials specially ordered and any other additional charges incurred by the Supplier including storage costs where: at the request of the Customer work is suspended or as a result of default by the Customer delayed for 30 days or more; and/or the Customer cancels a Special Order, and such right of the Supplier is without prejudice to any other rights or remedies it may have against the Customer.

6. SPECIFICATION AND MATERIALS

6.1 The Suppliers may make any changes in the specification of the Goods to conform with any statutory or European Union requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance. The Supplier reserves the right to modify any product, design or construction specification without notice, should this be desirable for any reason.

6.2 All illustrations dimensions and specifications are approximate only and are intended to present a general idea of the Goods and the Supplier shall have no liability in respect of any deviations there from. In the event of any material error, omission or other defect in the illustration, dimension, specification or price, the Customer shall be entitled to reject the Goods by giving notice under clause 13.3.

6.3 Proofs of all artwork may be submitted for the Customer's approval and the Supplier shall incur no liability for any errors not then corrected by the Customer. The Supplier may charge for any additional proofs which it prepares in response to the Customer's alterations. When style, type or layout is left to the Supplier's discretion, alterations made by the Customer shall also be chargeable.

6.4 The Supplier shall not be required to print any matter which in its opinion is or may be of an illegal or defamatory nature or any infringement of copyright, patent, design or of any other proprietary or personal or other rights of any third party. The Customer shall indemnify and keep indemnified the Supplier in respect of any claims, demands, damages, costs and expenses, including reasonable legal expenses arising out of any defamatory or illegal matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the Customer and/or which result in a breach or potential breach of any law, statute, statutory instrument or regulation. This indemnity shall extend to any amounts paid on legal advice in settlement of any claim.

6.5 The Customer's property and all property supplied to the Supplier by or on behalf of the Customer shall whilst it is in the possession of the Supplier or in transit to or from the Customer be at the Customer's risk unless otherwise agreed, and the Customer shall insure accordingly. The Supplier shall be entitled to make a reasonable charge for storage of the Customer's property left with the Supplier prior to the receipt of the order or after the Supplier notifies the Customer of the completion of the work.

6.6 Metal, film, glass and other materials owned by the Supplier and used by it in the production of type plates, moulds, stereotypes, film setting, negatives, positives and the like, shall remain its exclusive property. Any such items supplied by the Customer shall remain the property of the Customer.

6.7 The Supplier may reject any paper, plate or other materials supplied or specified by the Customer which appear to the Supplier to be unsuitable. Additional costs incurred by the Supplier if the materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional costs could have been avoided but for the unreasonable delay by the Supplier in ascertaining the unsuitability of the materials then that amount shall not be charged to the Customer.

6.8 Where materials are supplied or specified by the Customer, the Supplier will take every care to secure the best results using those materials, but the Supplier will not be liable for imperfect work caused by defects in or unsuitability of the materials. Quantities of materials supplied to the Supplier shall be adequate to cover normal spoilage.

6.9 Where the Goods are designed specifically to be demountable, the Supplier delivers such Goods in a "knocked down" condition for assembly by the Customer at the Customer's own expense.

6.10 All computer software and/or data supplied by the Supplier for the purpose of order entry, enquiry or similar processes in connection with trade between the Customer and the Supplier remains the copyright of the Supplier. Such data and software may not be passed to any third party without the express written authorisation of the Supplier. It shall be the Customer's responsibility to ensure that any data maintained on such systems or using such processes complies with the requirements of the Data Protection Act. The Supplier shall not be liable for any act of the Customer which is not in accordance with the terms and conditions of any license issued by the manufacturer, supplier or author of software provided by the Supplier.

7. DELIVERY

7.1 The time and place for delivery shall be as requested in the Customer's order. If no place for delivery is specified then delivery shall be made by the Customer collecting the Goods from the Supplier's premises. Where delivery is otherwise than at the Supplier's premises, the Supplier shall be under no obligation under Section 32(2) Sale of Goods Act 1979.

7.2 Any dates for delivery are approximate only and the Supplier shall not be liable for the consequences of any delay in delivery. Time for delivery shall not be of the essence.

7.3 Delivery shall be accepted when tendered by the Supplier or, where delivery is ex-works the Supplier's premises, upon notification of availability for collection.

7.4 If delivery is required to be made to an address different from that specified in the order or if expedited delivery is agreed, an extra charge may be made to cover any overtime or additional costs incurred by the Supplier.

7.5 If the Customer does not take delivery of the Goods or give the Supplier adequate delivery instructions then the Supplier may store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage. The Supplier shall not owe the Customer any duty of care under this clause and shall not be liable to the Customer for any loss, damage or deterioration of the Goods during storage.

7.6 If there is short delivery or damage to the Goods in transit or delivery of incorrect Goods the Customer shall inform the Supplier in writing within 5 Working Days from the date of delivery and shall notify the Supplier in writing of non-delivery of Goods within 7 days of the date of the Supplier's invoice. The Supplier shall at its option either make good the whole or part of the price (and where relevant, as a deduction from any part of the price remaining unpaid) or by replacement any such non-delivery short delivery or damage notified as aforesaid and save as provided in this Condition 7.6 shall not be liable for any such non-delivery short delivery or damage in transit nor for any loss, financial or otherwise resulting directly or indirectly there from. In no event shall the Supplier be liable to the Customer in connection with any damage or loss in transit where delivery takes place at the Supplier's premises.

7.7 Where the order is for Goods to be called-off by the Customer, if any of the agreed minimum quantity of goods has not been called off within the agreed period from the date of the order acknowledgement, the Supplier may store the remaining Goods at the Supplier's premises or elsewhere at the Customer's risk, and to charge the Customer for the reasonable costs (including insurance) of storage. At the Supplier's option the Supplier may destroy the Goods if the Supplier has first given 5 Working Days notice of its intention to do so and the Customer has failed to respond to that notice requesting delivery of the remaining Goods. In such circumstances, the Company reserves the right to invoice the Customer for the full price of the Goods destroyed together with the cost of destruction.

8. RISK

Risk of damage or loss of the Goods shall pass to the Customer on delivery or, if the Customer fails to take delivery of the Goods, the time when the Supplier has tried to deliver the Goods or when the Supplier advises the Customer that the Goods are available for collection.

9. RETENTION OF TITLE

9.1 Notwithstanding delivery and the passing of risk, property in and title to the Goods shall remain in the Supplier until the Supplier has received payment of the full price in cleared funds of (a) all Goods the subject of the Contract and (b) all other goods supplied by the Supplier to the Customer under any other contract whatsoever.

9.2 Until title passes to the Customer, the Customer shall keep the Goods separate from those of the Customer and third parties and properly stored, protected, insured and identified as the Supplier's property.

9.3 If the Goods are destroyed before the Customer pays in full for any of the Goods, the Customer shall hold the proceeds of any insurance claim relating to the Goods as trustee for the Supplier and shall pay the proceeds to the Supplier immediately.

9.4 Until ownership of the Goods passes to the Customer, the Supplier may at the any time forthwith revoke the Customer's power to deal with the Goods; and it shall automatically cease if the Customer shall commit or be subject to any Act of Insolvency as defined in clause 14.1

9.5 Upon termination of the Customer's power to deal with the Goods, the Customer shall place the Goods at the disposal of the Supplier and the Supplier and its servants and agents are hereby irrevocably authorized without the need for the consent of any third party but using only such force as may be necessary, to enter upon any premises of the Customer or any third party where the Goods are reasonably thought to be stored for the purpose of removing the Goods.

9.6 If the Supplier recovers the Goods it may resell the Goods. If the proceeds of sale are more than the amount due to the Supplier from the Customer the Supplier may use the balance to pay the costs of taking possession and selling the Goods. If on resale the proceeds of sale are less than the amount due to the Supplier, the Supplier may recover the shortfall from the Customer.

9.7 The Customer shall not assign, factor or charge any of the Goods or any invoice for the Goods which remain the property of the Supplier. If the Customer does so then all moneys owing by the Customer to the Supplier shall become due and payable immediately.

9.8 The Customer shall not be deemed to be the Supplier's agent for any purpose other than to give effect to this clause 9.

10. RETURNED GOODS

The Customer may within 5 Working Days of receipt of the Goods return the Goods or any of them to the Supplier at its own cost and provided that the Goods are undamaged and fit for resale when received by the Supplier; and the Goods are of a type ordinarily supplied by the Supplier and were not ordered specifically for the Customer by the Supplier; and the returned Goods are accompanied by the handling charge as set out in the Supplier's current price list; and the Goods are not the subject of a Special Order and the Supplier shall refund the price of the returned Goods.

11. INTELLECTUAL PROPERTY

All intellectual property and other proprietary rights (including, but not limited to, copyright and trademarks) and all technical, business or similar information (including but not limited to, all designs, documents and other materials relating to the Goods) created by the Supplier during the course of the Contract shall be, and shall remain, the property of the Supplier only.

12. CONFIDENTIALITY

The Customer shall keep the Contract confidential and shall not disclose details of it to any third party without the Supplier's prior consent in writing. The Customer agrees not to copy or disclose to any third party any drawings, price details or other technical papers supplied by the Supplier under this Contract which will remain the property of the Supplier and must be returned to the Supplier on demand.

13. WARRANTY AND LIABILITY

13.1 Nothing in these Conditions shall operate so as to exclude the Supplier's non-excludable liability in respect of death or personal injury caused by the negligence of the Supplier its servants or agents; the application of Section 12 of the Sale of Goods Act 1979 and/or liability for fraudulent misrepresentation of the Supplier.

13.2 The Supplier warrants that all Goods will be free from defects on delivery.

13.3 If the Supplier is in breach of the warranty contained at clause 13.2, the Customer shall advise the Supplier in writing immediately and in any case not later than 5 Working Days from the date of discovery of the defect. The packaging and Goods which are the subject of such notice shall be retained by the Customer for inspection by the Supplier.

13.4 On receiving a notice under clause 13.2, the Supplier may, at its sole option replace all or any part of the defective Goods; or refund the price of those Goods which are defective.

13.5 The warranty contained in clause 13.2 shall be the extent of the Supplier's liability for defective Goods.

13.6 The Supplier shall not be liable to the Customer in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Supplier its servants or agents.

13.7 The Supplier shall not be liable to the Customer in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or anticipated profits or expected future business and/or loss of production and/or damage to reputation or goodwill or loss of any order or contract or any indirect or consequential (including economic) loss of any kind which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Supplier, its servants or agents.

13.8 Save as expressly provided in these Conditions, all implied warranties or conditions are excluded to the fullest extent permitted by law and the Supplier will not be liable to the Customer for any loss of any kind whatsoever which arises out of the breach of implied warranties or conditions or breach of any other duty of any kind imposed on the Supplier by operation of law.

14. TERMINATION AND SUSPENSION

14.1 Without prejudice to any rights and remedies available to it, the Supplier shall be entitled, forthwith on written notice to the Customer either to terminate the Contract wholly or in part and/or any other contract with the Customer or to withhold performance of all or any of its obligations under the Contract and/or any other contract with the Customer (and on the giving of such notice all monies outstanding from the Customer to the Supplier shall become immediately due and payable): (1) if any sum owing to the Supplier from the Customer on any account whatsoever shall be unpaid after the due date for payment (in which event the Supplier shall have a general lien for any such sum on all and any property of the Customer in its possession or: (2) commits or suffers any Act of Insolvency which means any one or more of the following namely the passing of a resolution or the presentation of a petition for winding-up, bankruptcy or for the appointment of an administrator, the appointment of a receiver and/or manager or administrative receiver over the whole or any part of the Customer's undertaking and assets, the making of a proposal for a voluntary arrangement within the Insolvency Act 1986 or of a proposal for any other composition scheme or arrangement with or the calling by the Customer of any meeting of its creditors generally, the levying of execution or distress or diligence on any of its assets, the failure to pay its proper debts as and when due and anything analogous to any of the foregoing under the law of the jurisdiction where the Customer is established; and/or (3) the Customer shall commit any breach of any contract (including without limitation the Contract) with the Supplier. In the event of a suspension of performance the Supplier shall be entitled, as a condition of resuming performance, to require pre-payment or such security as it may require.

14.2 Where a Contract relates to the printing of a periodical publication, the Contract may not be terminated by either party unless (in the case of periodicals published monthly or more frequently) 13 weeks prior written notice is given; and (in the case of any other periodicals) 26 weeks prior written notice is given to the other party; and wherever possible such notice being given after the completion of the work on any one issue. For the avoidance of doubt, this clause remains subject to the provisions of clause 5.3.

14.3 On termination, the Customer shall pay immediately to the Supplier all costs, expenses (including legal and other fees incurred), arrears, charges or other payments arising in respect of the Goods under the contract and the Supplier shall invoice the Customer for work already carried out (whether completed or not) and materials purchased by the Supplier in respect of Customer orders and all invoices shall be immediately due and payable.

14.4 Termination shall not affect either party's accrued rights under the Contract.

15. GENERAL

15.1 Any notice required under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or any other address notified by the receiving party to the party giving the notice. Any notice shall be deemed to be served if sent by pre-paid first class post to the party to whom it is given, on the second Working Day after posting; if sent by fax to the recipient's fax number at the date and time given on the sender's transmission acknowledgement slip or (in the case of manifest error or loss of the slip) on receipt; or if sent by e-mail, at the date and time given on the sender's hard copy of the sent message.

15.2 If any of these Conditions is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

15.3 The Contract and these Conditions shall be under English law and the parties submit to the exclusive jurisdiction of the English Courts save in the case of a Customer who has no assets within the jurisdiction of the English Courts and/or who is established in a country which will not enforce the judgement of the English Courts. In those circumstances any disputes arising out of the Contract to arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, such arbitration to take place in Langley.

15.4 The Customer shall not transfer, assign or sub-contract its obligations under the Contract without the Supplier's prior consent in writing.

15.5 Failure or neglect by the Supplier to enforce at any time any of these Conditions shall not be a waiver of the Supplier's rights and it shall not affect the validity of the whole or any part of these Conditions or prejudice the Supplier's right to take subsequent action.

15.6 For the avoidance of doubt save as expressly provided herein nothing in these Conditions shall confer on any third party any benefit or the right to enforce any provision of these Conditions.

15.7 Neither party shall have any liability for any failure to perform or for any delay in the performance (other than as to payment) of any of its obligations under the Contract caused by any factor beyond its reasonable control.