



## TERMS & CONDITIONS OF BUSINESS FOR ADRIENNE VAUGHAN & ASSOCIATES LTD (AVA PR)

(Company Registration No. 7021258)

*AVA PR may also hereinafter be referred to as 'the Company' in these conditions, 'the Client/Associate/Supplier' shall mean the person or company to whom this document in addressed.*

### ORDER ACCEPTANCE

**1. Orders** are accepted strictly on the understanding that the client/associate/supplier accepts the Conditions of Business. Notwithstanding anything to the contrary in the client/associate/supplier's standard conditions, these conditions shall apply accept so far as expressly agreed in writing by an authorised member of AVA PR.

### CONTRACTUAL AGREEMENTS

**2. Contracts.** Where fixed term contracts have been agreed with AVA PR's client/associate/suppliers, these will be advised by separate correspondence and terms of notice are specified therein. Where AVA PR has been appointed on a 'rolling contract', the contract will be deemed as starting on the day AVA PR commenced work with the client/associate/supplier and shall continue from year to year until it is terminated on any anniversary of the commencement date by not less than six months' prior written notice by either party to the other. Where rolling contracts were in place prior to the incorporation of AVA PR, for the purposes of these terms and conditions the date of incorporation, 1st October 2009, will be taken as commencement of the rolling contract.

### PAYMENT TERMS

**3. Credit.** Credit accounts will be opened on receipt of two satisfactory trade references. Until a credit account is established all business will be on a cash-sale basis unless otherwise agreed in writing.  
**4. Payment.** Accounts are payable to AVA PR, The Old School House, 65A London Road, Oadby, Leicester, LE2 5DN. Unless otherwise agreed, credit accounts are granted on the condition that payment is received in full by the end of the calendar month following the month of invoice. AVA PR reserves the right to withdraw credit facilities if this condition is not observed.  
**5. Invoice Queries.** Any queries as to the amount of the invoice should be raised, in writing, within seven days of receipt, otherwise the amount invoiced will be deemed to be agreed. The client is not entitled to withhold payment of, or make deductions from, invoices which are not in dispute.  
**6. Overdue Accounts.** Amounts outstanding over 60 days from the date of invoice may, at the company's option be subject to an interest charge of 3% per month from the date of invoice on the outstanding balance. AVA PR reserves the right to recover from the client any costs incurred, either directly or indirectly, in the recovery of overdue accounts.  
**7. VAT.** AVA PR shall be entitled to charge the amount of any VAT payable, whether or not included on quotations and invoices. The registered VAT No. of AVA PR is GB485 6910 07.

### QUOTATIONS

**8. Cost Variations.** Quotations are based on current costs of production and are subject to amendment after 30 days to meet any rise in such costs.  
**9. Errors and Omissions.** The right is observed to amend any error or omission on quotations and invoices.  
**10. Rush Fees.** Should expedited delivery be agreed, an additional charge may be made.  
**11. External Facilities.** Where the company undertakes to arrange and appoint specialist facilities on behalf of the client (artwork, photography, illustrations, typesetting, printing, exhibition contracting and the like), quoted rates from those facilities are passed on to the customer in good faith. In the event of additional charges being made by such facilities other than as a result of negligence by the company, AVA PR reserves the right to invoice those additional charges to the client.

### PROOFS

**12. Approval.** Proofs may be submitted, whether in artwork, printed or photographic form, for the client's approval, and in that event AVA PR accepts no liability for errors not identified by the client.  
**13. Alterations.** The client's amendments, including alterations to style and content, and the cost of any additional work, services, materials and proofs consequent on such amendments, will be charged extra.  
**14. Preliminary Work.** Charges may be made for all preliminary work executed, experimental or otherwise, at the client's request.

### CANCELLATION

**15. Cancellations.** Without limitations to its right under general law, AVA PR reserves the right to charge for all work carried out up to the time of any cancellation, and to charge for any materials or services specially ordered.  
**16. Specialist Services.** Where AVA PR has booked external special facilities on behalf of the client, the company reserves the right to charge for any cancellation fees received from the facilities, other than as a result of negligence by AVA PR.  
**17. Postponements.** Should production be postponed or suspended at the request of the client, or delayed through his default, for a period of 30 days, AVA PR shall then be entitled to payment for work already carried out and for materials or services specially ordered.

### LIABILITY

**18. Indirect Loss.** AVA PR shall not be liable for indirect or consequential loss or third party claims occasioned by delay in completing work, or delay in transit.  
**19. Defective Work.** Where work is defective, for whatever reason, AVA PR's liability shall be limited to rectifying such defects.  
**20. Subcontract.** Where work is undertaken on a sub-contract basis through an intermediary, that intermediary shall be the customer of AVA PR and shall accept responsibility for approval of the work produced. AVA PR accepts no liability for claims made by third parties.  
**21. Colour Matching.** Due to limitations and batch variations in colour film processing and printing, AVA PR cannot guarantee exact colour matches. Every effort will be made to match samples provided. In the absence of colour guides, colour will be balanced at AVA PR's discretion.  
**22. Oral Orders.** While every effort will be made to ensure accuracy, risk of error in oral orders rests entirely with the client. Oral orders should be confirmed immediately in writing, by email or by fax.

### STANDING MATTER

**23. Production Materials.** Copyright and all other rights in all design visuals, roughs, underdrawings, artwork, transparencies, film, proofs, plates and other materials used by AVA PR in the production of graphic materials shall remain vested in AVA PR or in the original source, where applicable.  
**24. Disposal.** Artwork, printing plates, screens, blocks, negatives, positives, slides, sketches, magnetic disks and tapes, typematter and the like may be effaced or destroyed by AVA PR immediately after an order is executed, unless written arrangements are made to the contrary.

### CLIENT'S PROPERTY

**25. Limited of Liability.** Except as expressly otherwise provided in these Conditions, AVA PR shall be under no liability for any direct injury, loss or damage however caused and shall be under no liability whatsoever for any consequential injury, loss or damage however caused. In the event of loss or damage to client's property, liability extends only to the replacement cost of the material content of such property.  
**26. Film Processing.** Whilst processing standards are carefully monitored, and every care taken of any film processed by AVA PR, whether sent direct by the client for the express purpose of processing, or as a constituent part of AVA PR's services, the company's liability for process failure, loss or damage is limited to the replacement of equivalent unexposed film or to the current trade price of unexposed film.  
**27. Insurance.** For property of a known high value, the client is advised to consider affecting insurance cover. Should AVA PR be requested to obtain such insurance cover, any costs incurred will be charged to the client.

### MATERIALS SUPPLIED BY THE CLIENT

**28. Suitability.** Where materials, artwork, computer media, photographs, slides, films, negatives, positives, paper and the like are supplied by the client, AVA PR reserves the right to reject such material if it is, in the opinion of AVA PR, unsuited for the production process involved. Any costs incurred in altering, amending or substituting unsuitable material may be charged to the client.  
**29. Delivery Date.** Where a promised delivery date is given in good faith, and material supplied by the client is subsequently found to be incomplete, unsuitable, or requiring alteration, AVA PR may request an extension to the promised delivery date, or decline production.  
**30. Quantity.** Quantities of material supplied by the client shall be adequate to cover normal production spoilage.  
**31. Instructions.** In the absence of precise instructions, and in the event of the client or their representative being unavailable for clarification at the appropriate time, AVA PR reserves the right, without liability, to use its professional discretion in execution.

### COPYRIGHT

**32. Copying.** Work involving any form of copying, whether by way of drawings, photographs, films, magnetic tapes, prints or otherwise is undertaken strictly on the understanding that the client holds full legal title to any copyright involved. The client shall indemnify AVA PR in the event of any copyright infringement. In the event of uncertainty, AVA PR reserves the right to contact the legal title owners for clarification.

### GENERAL

**33. Confidentiality.** The associate/supplier shall both during the contractual relationship with AVA PR and after its termination, keep confidential and shall not use or disclose or attempt to use or disclose to any person information acquired either directly or indirectly in relation to AVA PR's clients/associates/suppliers.  
**34. Prejudice.** The associate/supplier shall in all matters act loyally and faithfully to AVA PR and its clients/associates/suppliers and in relation to any particular matter act in a manner which is most beneficial to AVA PR and its clients/associates/suppliers and not to act in any way which may prejudice the good relationship AVA PR has with its clients/associates/suppliers and in particular under no circumstances shall the associate/supplier approach AVA PR's clients/associates/suppliers. The associate/supplier shall not without AVA PR's prior written consent be concerned or interested directly or indirectly with any business competing with AVA PR's clients/associates/suppliers or carry on any business or any other activity which has or might have an adverse effect upon the relationship between AVA PR and its clients/associates/suppliers.  
**35. Illegal Matter.** AVA PR shall not be required to reproduce in any form matter which, in the opinion of the company, is or may be of an illegal, defamatory or contentious nature. AVA PR shall be indemnified by the customer in respect of any claims costs and expenses arising out of any such matter produced by AVA PR or the infringement of any industrial property right.  
**36. Title and Risk.** The risk in all goods shall pass to the client upon delivery, but legal and beneficial ownership shall remain with AVA PR until full payment has been received and any cheque or other negotiable security has been honoured. AVA PR shall be entitled to seek compensation from the client should an infringement of these title conditions occur. The client shall pay all accounts in full and not exercise any right to set-off or counterclaim against invoices submitted.  
**37. Force Majeure.** AVA PR shall not be liable to the client for any failure in respect of the agreement if any, to the extent that the fulfilment has been prevented, hindered or delayed by any circumstances beyond its control.  
**38. General Lien.** Without prejudice to other remedies, AVA PR shall, in respect of all unpaid debts due from its customers, have a general lien on all goods and property in AVA PR's possession (whether worked on or not), and shall be entitled, on the expiration of 14 days notice, to dispose of such goods or property as AVA PR thinks fit, and to apply any proceeds towards such debts.  
**39. Law.** English law shall be the proper law of the contract.  
**40. Headings.** The headings and sub-headings are inserted for convenience only, and shall not affect the construction of the Conditions of Business.