

Conditions of Contract and Terms of Business

I. GENERAL

- a) Our terms and conditions over-ride any others stipulated in orders received.
- b) COPYRIGHT: All our lists are copyright and must not be reused or reproduced. The same applies to any designs we create, any text we write or any artwork we produce.
- c) COST VARIATION: Quotations lapse after 30 days unless re-confirmed.
- d) TIMING: Is never part of the contract. Rush work entails extra costs.
- e) ORDERS: Although we are willing to accept verbal orders, (or amendments to existing orders), instructions must be confirmed in writing or fax before any work is commenced.
- f) CONSEQUENTIAL LOSS: In no circumstances whatsoever do we accept liability for consequential loss or damage resulting from error or delay however caused. Any liability is limited to the charges we would normally make.
- g) OWNERSHIP: All designs, artwork, print and materials supplied by JEM Education Marketing Services Limited & associated companies shall remain in our ownership until the time when remittances for such supply are received in full.
- h) ADDITIONAL TASKS: Any additional tasks undertaken, but not quoted for are chargeable.
- i) RESCHEDULING: Is subject to capacity.

2. ENCLOSING

- a) PRICING: All quotations supplied are 'subject to sight of materials', and we reserve the right to pass on any increased costs due to variation in materials.
- b) MATERIALS: Whilst taking every care of materials provided to us, we accept no liability for loss or damage, or consequential loss or damage, whilst materials are in transit or on our premises. All machine work is accepted subject to sight of final materials.
- c) DELIVERIES: Deliveries must be accompanied by delivery notes detailing the quantity and description of the goods and each package must be marked with contents and quantity.
- d) STORAGE: Where we agree to store materials against future use we reserve the right to charge for the space occupied. Clients must insure their materials against all risks.

3. PRINT, CREATIVE AND ENVELOPES

- a) PRELIMINARY WORK: Work produced whether experimental or otherwise at customers' request will be charged for.
- b) PROOFS: Authors' changes on or after first proof will be charged extra. Proofs of all work may be submitted for customers' approval and no responsibility will be accepted for any errors in proofs passed by him/her.
- c) SKETCHES, ARTWORK ETC: Sketches and artwork prepared by us remain our copyright unless such copyright is specifically disposed of to the customer.

d) VARIATIONS IN QUANTITY: Every endeavour will be made to deliver the correct quantity ordered but quotations are conditional upon a margin of 5 percent being allowed for overs or shortage, but the same to be charged for or deducted pro rata.

e) ILLEGAL MATTER

- i) We shall not be required to print any matter which in our opinion is or may be of an illegal or libellous nature, or is contrary to the codes in (6) below.
- ii) We shall be indemnified by the customer in respect of any claims, costs or expenses arising out of any illegal or libellous matter printed for the customer or any infringement of patent, copyright or design.

4. FORCE MAJEURE

- a) Every effort will be made to carry out any contract based on a quotation, but its due performance is subject to cancellation by us, or to such variation as we may find necessary as a result or inability to obtain (otherwise than at enhanced prices) labour, materials or supplies, due to any Act of God, War, Strike, Lockout or any Labour Dispute, Fire, Flood, Drought, Legislation or other cause beyond our control.
- b) We reserve the right to alter or cancel published Schoolbag mailing dates as necessary.

5. TERMS OF PAYMENT

- a) For new clients without ledger accounts, payment is due when work is completed and before it is posted unless trade references have been taken up.
- b) For clients with ledger accounts, payment is due within one calendar month of the date of invoice.
- c) Postage payments are required in advance. No posting will be made until postage accounts are paid and remittances cleared. H.M. Customs & Excise currently regard requisitioned postage as being VAT exempt. However should this situation change, then we reserve the right to levy the appropriate VAT charges on current postage – and retrospectively, should this be required.
- d) Queries on invoices must be raised within 14 days of their receipt.

6. CODES OF CONDUCT

As a supplier accredited by the QMP (Quality Standard for Mail Production), we have an obligation to uphold at all times, in letter and in spirit, the British Codes of Advertising and Sales Promotion. Our acceptance of work from clients is based upon the understanding that they too undertake to work within the normally accepted Codes of Conduct for the advertising industry, including in particular the British Codes of Advertising and Sales Promotion and the Code of Practice of the Independent Committee for the Supervision of Standards of Telephone Information Services. Address lists supplied to us should comply with all current requirements of the Data Protection Register and the Data Protection Legislation.