

firefly creative solutions ltd - standard terms and conditions

Firefly Creative Solutions Ltd is hereinafter referred to as 'The Company'.

Orders

The placing of an order expresses acceptance of our Terms of Business. All orders must be accompanied by a purchase order signed by the appropriate representative of the Client.

Estimates / Quotations

Unless otherwise stated an estimate is open for acceptance for a period not exceeding 30 days from the date of supply. Estimates are based on the current costs of production and agreed hourly rates and are subject to amendment on or after the acceptance of the estimate. The Company reserves the right to re-quote if, on inspection of a Client's order or instruction, it is found to be different from the original brief. A charge may be made to cover any additional work involved where copy supplied is not clear and legible, the additional charge will be advised by The Company prior to commencement of work. All prices are exclusive of VAT which will be charged at the rate ruling at the time of invoicing.

Invoicing

Invoices will normally be issued on full and satisfactory completion of a job according to the agreed job description. The Company, however, does reserve the right to invoice at any stage of the job for work undertaken to date by arrangement with the Client. Any queries regarding an invoice must be notified to The Company in writing within 7 days of the date of the invoice.

The Company may terminate any contract should any sum due thereunder remain unpaid. Should work be suspended at the request of or delayed through any default of the Client for a period of 30 days The Company shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage. Should expedited delivery be agreed and necessitate overtime or other additional costs, an additional charge may be made.

Terms of Payment

Where no other terms have been specified The Company's terms of payment regarding established credit accounts are payment in full within 30 days of the date of invoice. In the case of new business the terms are strictly payment by return until a credit account has been established. We reserve the right to request a deposit payment in advance before any work is started. In the event that any invoice remains unpaid after 30 days, the Client agrees to pay interest on the total outstanding amount to The Company at the current base rate of HSBC per month or part month until the account is settled.

Delivery and Payment

(a) Where the client is the ultimate user then delivery of work shall be accepted when tendered and thereupon, or on notification that the work has been completed, the ownership shall pass provided that payment has been made in full; (b) Where the client is an intermediary whether acting in law as principal or agent then delivery of work shall be accepted when tendered or when requested by us. Ownership shall not pass until payment has been made in full. From delivery and until payment, goods must remain clearly identifiable as our property; (c) Should expedited delivery be agreed and necessitate overtime or other additional cost, an extra charge may be made; (d) Should work be suspended at the request of or delayed through any default of the client for a period of 30 days or more we shall then be entitled to payment for work already carried out and materials specially ordered.

Variations in Quantity

Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon margins of five per cent for work in one colour only and ten per cent for other work being allowed for over or shortage, the same to be charged or deducted.

Service Times

The Company will make every effort to ensure orders are completed within the stated time, but will not accept any liability for damages in the event of failure to do so. Should delays be experienced in the completion of an order the Client does not have the right to cancel the order, either entirely or in part.

Preliminary work

All design and artwork carried out, whether experimentally or otherwise, at Client's request shall be charged at our prevailing rates unless by prior agreement.

Cancellation of orders

Cancellation of orders will not be accepted other than by prior mutual agreement. Any such agreement will be subject to a cancellation charge to cover costs incurred, in addition to payment in full for all work undertaken prior to the date of agreement of the cancellation. A contract for the design and / or artwork of periodical publications may not be terminated by either party unless written notice is given as follows: weekly publication - one month's notice; fortnightly publication - two month's notice; monthly publication - three month's notice; quarterly publication - six month's notice.

Proofs / Author's Corrections

Unless otherwise stated on the original accepted estimate, Client's corrections on or after first proof, including alteration in style, will be charged extra. Proofs of all work may be submitted for Client's approval, and no responsibility will be accepted for any errors in proofs passed by the Client.

Exhibition Work

Exhibition work will be subject to a 50% deposit of the total value of the order at the time of placing the order. The remainder becoming due in line with our normal terms of payment.

Copyright

By placing an order the Client declares his right to reproduce all material supplied. The Client assumes absolute liability for any violation of copyright in any action brought by a third party and agrees to indemnify The Company against any resulting losses or damages. The Company retains the copyright to all original designs and artwork produced by The Company, unless otherwise stated on the original accepted estimate. Templates and work may be held by The Company by prior arrangement with the Client for use in future orders placed with the Company upon payment of an agreed sum.

Client's Property

Client's property and all property supplied to us by or on behalf of the client will be held, worked on, and carried at client's risk.

Trades Descriptions Act

Sizes quoted are approximate only and on occasions can be fractionally over or under the size quoted.

Colour reproduction

The Company employs the most modern methods of working and takes into account, wherever technically possible, requests regarding colour matching. Without specific instructions or a colour guide, reproduction of colour will be deemed faithful at the discretion of The Company. Although every effort will be made to ensure accurate colour representation colours on laser and pdf proofs will not be a 100% accurate match to final print and will vary between different print processes and materials used.

Liability

The Company will not accept liability beyond the cost of the Client's original material and should this have an intrinsic value beyond that of the material itself then the Client will have been assumed to have effected all risks insurance to the extent of that value.

The Company shall not be liable for indirect or consequential loss or for any loss to the Client arising from third party claims occasioned by errors in carrying out the work or by delay in delivery.

The Company will not be responsible for errors which occur in the absence of written instructions or in the case of ambiguous and unclear instructions. Complaints must be notified within four days of receipt of work.

Force Majeure

Every effort will be made to carry out the contract but it's due performance is subject to cancellation or variation by The Company as thought necessary as a result of inability to secure labour, materials, or supplies or as a result of an Act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond The Company's control.

General Lien

The Company shall in respect of all unpaid and undisputed debts due from the customer have a general lien on all goods and property in hand and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as The Company sees fit and to apply the proceeds towards such debts.

Law

These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.