

Terms and conditions of engagement

1 Interpretation

1.1 In these Conditions "ORDER" means the order, meeting report, confirmation of order or other document to which these Conditions are annexed.

"CONDITIONS" means the standard terms and conditions of engagement set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Customer.

"CUSTOMER" means the person so described in the Order.

"COMPANY" means The Blueprint Design Company Limited (registered no. 1919157).

"CONTRACT" means the contract for the supply and acquisition of the Services and the sale and purchase of the Goods.

"DOCUMENT" includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data.

"GOODS" means the stationery, printed materials, publicity materials and other goods (if any) (including any installment of the goods or any part of them) described in the Order.

"INPUT MATERIAL" means any Documents, samples or other materials and any data or other information provided by the Customer relating to the Services and/or the Goods.

"OUTPUT MATERIAL" means any Documents or other materials and any data or other information provided by the Company relating to the Services and/or the Goods

"PRICE" means the charge for the Services and/or the price of the Goods."

REPRODUCE AND/OR REPRODUCTIONS"

includes any form of publication or copying of the whole or part of any Output Material whether by printing, photography, slide projection (whether or not to an audience), xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means.

"SERVICES" means the design and other services to be provided by the Company for the Customer which are described in the Order.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, reenacted or extended at the relevant time.

1.4 Any references in these Conditions to persons shall be deemed to include references to natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality).

2 Basis of engagement

2.1 The Company shall provide the Services and the Goods to the Customer subject to these Conditions. Any changes or additions to the Services, the Goods or these Conditions must be agreed in writing by the Company and the Customer.

2.2 The Customer shall at its own expense supply the Company with all necessary Documents, samples or other materials, and all necessary data or other information relating to the Services and the Goods, within sufficient time to enable the Company to provide the Services and the Goods in accordance with the Contract. The Customer shall ensure the accuracy of all Input Material and that any Input Material and its use by the Company for the purposes of providing the Services and/or the Goods will not infringe the copyright or other rights of any third party.

2.3 The Customer shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Company shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Customer from the time of delivery to or to the order of the Customer.

2.4 The Services and the Goods shall be provided in accordance with the Order, subject to these Conditions.

2.5 The Company may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Services and/or the Goods without any liability to the Customer.

2.6 The Company may at any time without notifying the Customer make any changes to the Services and/or the Goods which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services and/or the Goods.

2.7 The quantity, quality and description of the Services and the Goods shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Input Material supplied by the Customer to the Company or agreed in writing by the Company.

2.8 Prior to utilising any Output Material, the Customer shall submit to the Company, for the Company's approval, all printed proofs, dummies, project models, cutting copies or any other Output Material which the Company requests.

2.9 The Customer shall provide the Company, free of charge, with a reasonable number of specimens of any Output Material which the Company requests.

3 Rights in input material and output material

3.1 The property and any copyright or other intellectual property rights in:

3.1.1 any Input Material shall belong to the Customer;

3.1.2 any Output Material shall, unless otherwise agreed in writing between the Customer and the Company, belong to the Company and the Customer shall not acquire any intellectual property rights or licence to any Output Material and may not reproduce any Output Material, subject only to the right of the Customer to use the Output Material for the purposes referred to in the Order or reasonably anticipated by the Company and the Customer. For the avoidance of doubt, payment of the Price (and any additional sums payable by the Customer under paragraph 4) shall not be deemed to constitute the assignment to the Customer of any intellectual property rights in any Output Material.

3.2 Any Input Material or other information provided by the Customer which is so designated by the Customer and any Output Material shall be kept confidential by the Company, and all Output Material or other information provided by the Company which is so designated by the Company shall be kept confidential by the Customer; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

3.3 The Customer warrants that any Input Material and its use by the Company for the purpose of providing the Services and/or the Goods will not infringe the copyright or other rights of any third party, and the Customer shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such infringement.

3.4 The Customer shall not, and shall procure that no other person, firm or company shall, alter modify or vary any Output Material without the prior written consent of the Company. Unless otherwise agreed in writing by the Company and the Customer, all alterations, modifications or variations to any Output Material shall only be carried out by or under the supervision of the Company and shall be paid for at the rate agreed between the Company and the Customer in advance.

4 Charges

4.1 The Customer shall pay the Price for the Services and the Goods as stated in the Order and any additional sums which are agreed between the Company and the Customer for the provision of the Services and/or the Goods or which, in the Company's sole discretion, are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Customer.

4.2 In addition to the sums payable under paragraph 4.1, the Customer shall reimburse to the Company all proper out-of-pocket expenses incurred by the Company in the provision of the Services and/or the Goods including, without limiting the generality of the foregoing words, all costs incurred by the Company for items such as prints and other reproductions (as defined in paragraph 1.1) of drawings, typesetting and the provision of project models and dummies furnished at the Customer's request or with the Customer's approval which are not included in the Price.

4.3 Unless otherwise so stated, all sums payable under the Contract shall be exclusive of any applicable value added tax, for which the Customer shall be additionally liable at the applicable rate from time to time.

4.4 The Company shall be entitled to invoice the Customer on or at any time after delivery of the Goods or performance of the Services as the case may be or at such other time(s) as is agreed between the Company and the Customer.

4.5 The Price, and any additional sums payable under the Contract shall be paid by the Customer (together with any applicable value added tax and without any set-off or other deduction) in accordance with the payment terms set out in the Order or at set stages during the Contract as agreed between the Company and the Customer.

4.6 If payment is not made on the due date(s), the Company shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 2 per cent above the base rate from time to time of National Westminster Bank plc upon the due date(s) until the outstanding amount is paid in full.

5 Delivery

5.1 Delivery of the Goods shall be made by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection, or, if some other place for delivery is agreed by the Company, by the Company delivering the Goods to that place. The Services shall be performed within the period stated in the Order (or within such other period as is agreed between the Company and the Customer).

5.2 Any dates quoted for delivery of the Goods and/or performance of the Services are approximate only and the Company shall not be liable for any delay in delivery of the Goods or provision of the Services however caused. The time of delivery of the Goods and performance of the Services shall not be of the essence of the Contract unless previously agreed by the Company in writing.

5.3 Where the Goods are to be delivered, or the Services are to be performed, in installments, each delivery and/or each performance shall constitute a separate contract and failure by the Company to deliver any one or more of the installments in accordance with these Conditions or any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the Contract as a whole as repudiated.

5.4 The Goods may be delivered and the Services may be performed by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.

6 Risk and property

6.1 Risk of damage to or loss of the Goods shall pass to the Customer:

6.1.1 in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods are available for collection; or

6.1.2 in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery, or if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.

6.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the Price and any additional sums payable under paragraph 4.

7 Warranties and liability

7.1 In relation to the Services:

7.1.1 The Company warrants to the Customer that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Order and at the intervals and within the times referred to in the Order. Where the Company supplies in connection with the provision of the Services any goods (including Output Material) supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise.

7.1.2 The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

7.2 In relation to the Goods:

7.2.1 subject to the conditions set out below the Company warrants that the Goods will correspond with their specification at the time of delivery (such specification to include particulars of the computer system on which any software developed by the Company is to be used) but not further or otherwise and will be free from defects in material and workmanship

7.2.2 the above warranty is given by the Company subject to the following conditions:

a) the Company shall be under no liability in respect of any defects in the Goods arising from any drawing, design, specification or copy supplied by the Customer;

b) the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;

c) the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date(s) for payment;

d) the above warranty does not extend to parts, materials or equipment not manufactured by the Company.

7.2.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7.2.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

7.2.5 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.

7.2.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Customer.

7.3 Except in respect of death or personal injury, caused by the Company's negligence, or as expressly provided in these Conditions, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or the Goods or their use by the Company, and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's charges for the provision of the Services and the Goods, except as expressly provided in these Conditions.

7.4 The Company shall not be liable to the Customer or deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services or the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control.

8 Termination

8.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

8.2 Upon the termination of the Contract for any reason, subject as otherwise provided in these Conditions and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Contract.

9 General

9.1 These Conditions (together with the terms, if any, set out in the Order) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

9.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be at the relevant time have been notified pursuant to this provision to the party giving the notice.

9.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected. 9.5 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

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