



Terms and Conditions

Official Blakark Limited Document

Terms and conditions

1 Interpretation

1.1 In these conditions:

"Company" means the Company details of which appear above, "Client" means the person who accepts an estimate of the Company for the provision of the Services or whose order for the Services is accepted by the Company; "Conditions" means the standard terms and conditions 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 Client;

"Contract" means the contract for the provision of the Services;

"Services" means the services short particulars of which are set out overleaf and (unless the context otherwise required) includes any goods or raw materials to be provided in connection with the Services;

"Writing" includes facsimile transmission and comparable means of communication;

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

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

2 Appointment of Company

2.1 The Client appoints the Company to provide the Services.

2.2 No variation to the Conditions shall be binding unless agreed in writing between the Company and the Client.

2.3 No Contract may be cancelled by the Client except with the agreement in writing of the Company and on terms that the Client shall indemnify the Company in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Company as a result of cancellation and all fees and expenses up to cancellation will become immediately payable.

2.4 The ownership of all copyrights, design rights and other intellectual or industrial property rights shall remain with the Company unless agreed otherwise in Writing.

3 Company's obligations

3.1 The Company shall perform the Services:-

3.1.1 with reasonable care and skill;

3.1.2 within a reasonable time of the date hereof (where no date for performance has been agreed with the Client).

3.2 Where a date for performance has been agreed with the Client such date shall be approximate only and the Company shall not be liable for any delay in delivery. Time for performance shall not be of the essence unless agreed by the Company in writing.

4 Price

4.1 The price of the Services shall be the Company's estimated price and shall exclude the price of any goods, raw materials or sub-contracted services to be supplied in connection with the provision of the Services.

4.2 The price of any goods, raw materials or sub-contracted services to be supplied in connection with the provision of the Services shall be estimated to and agreed by the Client before the Company commissions them.

4.3 The Company reserves the right by giving notice to the Client to increase the price of the Services to reflect any increase in the cost of the Company due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuations, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture) or any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.

4.4 All prices estimated are valid for Thirty days only or until earlier acceptance by the client after which time they may be altered by the Company without notice to the Client.

4.5 The price is exclusive of any applicable Value Added Tax which the Client shall be additionally liable to pay to the Company.

4.6 In addition to the price of the Services the Client shall pay the Company all out of pocket expenses incurred in connection with the provision of the Services together with any applicable Value Added Tax thereon.

5 Payment

5.1 Subject to any special terms agreed in Writing between the Company and the Client the Company shall be entitled to invoice the Client upon the completion of the Services by the Company.

5.2 The Client shall pay the price of the Services but without any other deduction within thirty days of the date of the Company's invoice. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Company the Company shall be entitled to:

5.3.1 cancel the Contract or suspend the provision of any further Services to the Client; and

5.3.2 charge the Client interest (both before and after any judgment) on the amount unpaid at the rate of (five) per centum per annum above Lloyds Bank Plc base rate from time to time until payment in full is made (a part of a calendar month being treated as a full calendar month for the purpose of calculating interest).

6 Warranties and Liability

6.1 All warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

6.2 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any representation or any implied warranty, condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company its employees or agents or otherwise) which arise out of or in connection with the supply of the Services except where expressly provided for in Writing in the Contract.

6.3 Save for any liability in respect of death or personal injury caused by the Company's negligence, the Company's liability to the Client shall not in any event exceed the sum equal to the price payable by the Client for the Services.

6.4 The Company shall not be liable to the Client or be 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 of the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as caused beyond the Company's reasonable control:

6.4.1 Act of God explosion flood tempest fire or accident;

6.4.2 war or threat of war sabotage insurrection civil disturbance or requisition

6.4.3 acts restrictions regulations bye-laws prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;

6.4.4 import or export regulations or embargoes;

6.4.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);

6.4.6 difficulties in obtaining raw materials, labour, fuel parts or machinery;

6.4.7 power failure or breakdown in machinery.

7 Indemnity

The Client shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the use by the Company of the Client's specification or drawings.

8 Termination

8.1 This clause applies if:

8.1.1 the Client makes any voluntary arrangement with its creditors or become subject to any administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

8.1.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Client; or

8.1.3 the Client ceases or threatens to cease to carry on business; or

8.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.

8.2 If this clause applies then without prejudice to any other right or remedy available to the

Company the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Client and if the Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9 Sub-Contracts

9.1 If the Company enters into sub-contracts with suppliers of goods or services, the rights and liabilities between the Client and the Company in respect of the goods or services thereby supplied shall correspond with and be limited to the rights and liabilities between the Company and such suppliers and the Client shall not have any further or other rights as against the Company in respect of such goods or services.

9.2 All artwork must be checked by the Client and signed either on the original or on a facsimile as evidence of the approval. The Company accepts no responsibility for any errors occurring after approval of artwork.

9.3 Any corrections arising after such approval shall be charged by the Company to the Client at the Company's prices from time to time prevailing.

9.4 Where the Company at the request of the Client changes, rejects or cancels any such sub-contracts the Client shall be liable to pay to the Company such reasonable charges as the Company may raise and such costs, charges, expenses and damages as the Company may have incurred or suffered as a result of such change, rejection or cancellation.

9.5 When proofs of work are submitted for the Client's approval the Company shall incur no liability for any errors not corrected by the Client in such proofs. Client's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the Company's judgement by the Client, changes made by the Client shall be charged extra.

10 General

10.1 The Company shall have a lien on all goods of the Client from time to time in the possession of the Company for all amounts due to the Company hereunder or howsoever arising. If the Client does not discharge the said lien within 28 days of it arising by payment of all amounts then due the Company shall have the right to sell the goods the subject of the lien and to deduct from the net proceeds of sale all amounts due to the Company together with all costs of storage and insurance and the costs of the sale.

10.2 This Contract contains the entire agreement between the parties and both parties acknowledge that they have not relied upon any oral or written representation made to them by the other.

10.3 Any notice required or permitted to be given by either party to the other under these

Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as many at the relevant time have been notified pursuant to this provision to the party giving the notice and any notice given by letter shall be deemed to have given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted.

10.4 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subject breach of the same or any other provision.

10.5 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 thereby.

10.6 Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due but unpaid under this Agreement shall be paid immediately.

10.7 The Contract shall be governed in all respects by the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts.