



Terms and Conditions

These Terms and Conditions apply to all orders placed with Cloud 9 Design Limited. Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

1. PAYMENT TERMS

- 1.1 Payment is in full with your order.
 - 1.1.1 We accept most major credit and debit cards.
 - 1.1.2 Should you wish to set up an account then please request an account application form.
- 1.2 Account Holders - Unless special settlement terms have been agreed by us in writing, payment shall be made in full by the end of the month following the month in which the invoice is raised (30 days EOM).
- 1.3 Late Payments will be subject to a Late Payment Fee of £30 per day (including administration costs).

2. DISCOUNTS

- 2.1 Any discounts are offered on the strict understanding that accounts are paid in full by the due date. We reserve the right to revoke and invoice any such discounts to accounts which become overdue.

3. PASSING OF TITLE AND RISK

- 3.1. The risk in the goods shall pass to you, the customer, upon delivery.
- 3.2. All goods, delivered or not, remain property of Cloud 9 Design Limited until payment is received in full.
- 3.3. Until such time as payment is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment by you for such goods we will, without loss of any rights or remedy, remove from your possession goods belonging to us in accordance with these conditions and we shall be entitled to enter the property where the goods are stored to

repossess and remove the same. You hereby grant us an irrevocable licence to enter your premises for these said purposes.

4. QUOTATIONS AND CONTRACTS

Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations which will require us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and materials and in the event of any increase in costs of materials to us occurring after the confirmation of accepted contract, we shall be entitled to charge such increases to you.

5. PRICES

Where applicable all prices quoted are subject to VAT at the current rate, where applicable. You will be notified of tax exempt printed materials at the time of quotation.

6. DELIVERY

- 6.1. Every effort is made to deliver on time, but any delivery day specified is the best estimate and no liability is accepted for any loss arising from delay or error in the delivery of goods. Deliveries are charged at the prevailing rates applying at the date of such delivery where applicable.
- 6.2. Pre-arranged express deliveries will usually be subject to additional charges (eg. express print charges and subsequent delivery charges), which will be charged to you at the current commercial rates.

7. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

8. CLAIMS

- 8.1. Claims arising from damages, delay or partial loss in transit must be made in writing, to reach us within 5 working days of delivery.
- 8.2. All claims with regard to the quality or quantity of goods shall be made in writing, to reach us within 5 working days of receipt of goods or such goods shall be deemed to comply as to quality and quantity stated within the terms of the contract.
- 8.3. You are expected to examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at the time of delivery.
- 8.4. Claims in respect of non-delivery must be made in writing so as to reach us within 3 working days from receipt of our invoice.

9. LIABILITY

- 9.1. Save in so far as defects in the goods cause death injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.

- 9.2. We accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 8.
- 9.3. Nothing stated within these terms and conditions shall affect the legal rights of a consumer.

10. CANCELLATION CHARGES

A charge will be made on all cancelled orders, together with the charge for all work carried out up to the date of written cancellation.

11. SAMPLES

These will be submitted on approval and will be charged if not returned in good condition within 14 days.

12. OVERDUE ACCOUNTS

- 12.1. No goods will be delivered on accounts which remain unpaid 14 days after payment is due. We reserve the right to charge interest on overdue accounts, at the rate of 4% over the base rate of Lloyds TSB Bank PLC from the date the account became due until payment is received in full. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.
- 12.2. We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or Court proceedings.

13. ARTWORK AND DESIGN

Our in-house artwork and design service will be provided at a pre-determined and agreed price, to include up to three proofs prior to print. Additional authors (customer) corrections made after the third proof supplied will be charged at an hourly rate of £52.00 for design work or £30.00 for design / typographical changes submitted thereafter as applicable.

14. QUANTITY CHANGES TO ORDERS

Any changes in quantity ordered must be made in writing to us prior to commencement of processing. Any increase in the order must be regarded as a separate contract unless written notification is received before work commences on the original order. Where a decrease in quantity is required, the full original contract price may still prevail, subject to order status at that time.

15. ARTWORK AND PRINTING

The entire copyright throughout the world in all printing plates, litho positives and negatives, artwork, designs, photographic transparencies, negatives or positives and any other artistic craftsmanship made by or for Cloud 9 Design Limited, pursuant to, or in implementation of, any contract with the customer shall belong to Cloud 9 Design Limited. Cloud 9 Design Limited agrees that unless the customer becomes in default of any obligation to make any payment to Cloud 9 Design Limited, it will not reproduce any such items for any competitor in business of the customer.

16. FORCE MAJEURE

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising from any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

17. MISCELLANEOUS

The contract between Cloud 9 Design Limited and the Customer shall be governed by and construed in accordance with English Law.

Cloud 9 Design Ltd

The Business Place, Armstrong Hall, Brougham Avenue,
Mansfield, Nottinghamshire NG19 7LA.

Tel. 01623 638 850 E-Mail: enquiries@c9designs.co.uk Website: www.c9designs.co.uk