

BESPOKE PHOTOBOOKS

Terms and Conditions

1. Definitions

In these conditions the following expressions shall have the following meanings namely:

"the Company" means Bespoke Photobooks Ltd and its duly authorised servants or agents

"the Customer" means the person, firm or company described as "the Customer" on the order form overleaf.

"the Order" means the order in the form set out overleaf placed by the Customer for the Goods

"this Contract" shall mean the contract between the Company and the Customer for the supply of the Goods as specified in the Order and as evidenced by this document

"the Goods" means the goods to be supplied by the Company to the Customer under the Contract and as specified in the order

"the Price" means the price (exclusive of Value Added Tax) to be paid by the Customer for the Goods in accordance with the terms at the Order and as set out overleaf

"the Director" shall mean (in the event of the Customer being a limited company) any director of the Customer who shall have signed the Order and shall thereby have

bound the Customer to this Contract and shall also have accepted personal liability pursuant to the provisions of clause 7 (e) of these Terms and Conditions

"PDF's" shall mean Portable document format, in which the photography will be supplied to the Company by the Customer

2. General

The Order is placed and accepted and the Goods are sold subject to the terms and conditions herein contained which shall prevail to the exclusion of all terms and conditions put forward by the Customer, which shall be of no contractual effect whatsoever. Any variations or amendments to the terms and conditions herein contained shall only have effect to the extent expressly agreed in writing by the Company's authorised representative

3. Retention of Title

The Company shall remain the legal owner of the Goods, and title in the Goods shall remain vested in the Company until the Company shall have received in cleared funds full payment of the Price and all other monies payable by the Customer to the Company pursuant to this Contract. Until payment has been received by the Company in full in respect of the Price and all other monies due under this Contract the Company may at any time require the Goods (or at the discretion of the Company any of the goods) to be returned to it forthwith and if this requirement is not immediately complied with the Company shall have the right (without prior notice) at any time to retake possession of the whole or any part of the Goods and for that purpose the Customer hereby authorises the Company to enter upon any premises upon which the Goods are situated and sever the Goods from anything to which they are attached and remove the Goods without being responsible for any damage caused and any such action on the part of the Company shall be without prejudice and any other remedies of the Company.

4. Transfer of Risk and insurance

The risk in the Goods shall pass to the Customer as follows:

(a) Where the Goods are delivered by the Company to the Customer risk in the Goods will pass to the customer upon delivery

(b) Where delivery is effected by the Customer collecting the Goods the risk will pass to the Customer when the Goods are collected by the Customer or when they have been loaded onto the transport of the Customer or his carrier whichever shall be the earlier or, if the customer shall fail to collect the Goods within a period of fourteen days after written notice shall have been posted by first class prepaid mail to the Customer that the Goods are ready for delivery and collection risk will pass to the Customer at the expiry of such period.

(c) The Customer is advised to arrange adequate insurance cover in respect of its insurance liabilities hereunder

5. Liability

All reasonable efforts will be made by the Company to perform this Contract but the Company shall not be under any liability if it is prevented (directly or indirectly) from making delivery of the Goods or performing or completing any of its obligations under this Contract for any of the following reasons

(a) Loss or delay resulting from strikes, lock-outs or any other industrial dispute or interruption.

(b) Damage or destruction of the Goods by fire, flood, damp or heat or other causes beyond the control of the Company.

(c) Any other cause whatsoever (whether or not of the like nature to those specified above) which are outside the control of the Company. The Company shall not in any event be under any liability in respect of indirect or consequential loss and any liability for any such loss is expressly excluded from this Contract.

6. Warranties and Representations

(a) On collection of the Goods or on arrival of the Goods at the Customer's premises, whichever shall be the earlier, the Customer shall inspect the Goods and shall notify the Company of any defect or shortages therein within seven days of such collection of the Goods or arrival of the Goods at the Customer's premises, whereupon the Company shall rectify such defects or shortages at no charge to the Customer. If no such notice is given to the Company within the said period or seven days (in respect of which time is deemed to be of the essence) the Customer shall be deemed to have accepted the Goods and no claim shall be accepted by the Company thereafter in respect of defects or shortages or in respect of any other matter.

(b) In no event shall the Company be under any liability to the Customer howsoever arising in respect of any defect or claim which is due in whole or in part to mistreatment of the Goods or due to any negligence on the part of the Customer or any customer of the Customer.

7. Payment and Terms

(a) The Price quoted in the Order is exclusive of Value Added Tax and the Customer shall pay to the Company any Value Added Tax which may be due on any of the Goods.

(b) 100% of the payment is due when the Order is received by the Company.

If this payment is not received with the Order, the Goods will be withheld until the full outstanding amount is received.

(c) If the Goods are delivered prior to full payment for the Goods being received by the Company, namely when the Customer shall have received or collected the Goods (whichever shall be the earlier) or (if later) when the Company shall have delivered to the Customer or posted to the Customer the invoice in respect of the Goods, the Customer shall pay (in addition to the Price) interest at the rate of 4% per annum above the base rate of Barclays Bank Plc on any part of the Price which shall remain outstanding calculated from the date when such payment ought to have been made until the date when such Payment is received by the Company.

(d) The Customer shall not be entitled to exercise any right of set-off in respect of any monies due from the Customer to the Company.

(e) In the event that the Customer shall be a limited company then payment of the Price is hereby guaranteed by the Director who shall signify his personal guarantee by his signature to the Order. In such event the following term is deemed to be incorporated in this Contract;

In consideration of the Company agreeing to supply to the Customer the Goods in accordance with the terms of the Order at the request of the Director the Director hereby guarantees to the Company payment of the Price and all monies due and payable to the Company by the Customer pursuant to the terms of the Order. This guarantee is not a continuing guarantee or security and shall only apply to payments due from the Customer to the Company in respect of the Goods to be supplied under this Contract. However, the liability of the Director under this guarantee shall not be terminated or affected by his death or by the Company giving time or any other indulgence to the Customer.

(f) If more than one director of the Customer shall have signed the Order the provisions of sub-clause (a) of this Clause shall apply to each such Director and their liabilities to the Company shall be joint and several

(g) In the event that the Customer is a partnership the signature of a partner or authorised representative of the Customer (or any person with ostensible authority or who is held out to be an authorised representative) to the Order shall bind all the partners of the liability of all such partners to the Company under this Contract shall be joint and several

8. Bind Only Service

In the event of damage to Prints the Company shall only be subject to Wholesale binding cost and not replacement of Prints.

9. Cancellations

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In the event of a cancellation of the Order by the Customer, initial payments received by the Company are non-refundable to the Customer. In the event of a cancellation of the Order by the Customer, full payment will become due by the Customer to the Company after the approval of the PDF'S by the Customer to the Company

Amendments from April 1st 2011

1. All orders must be accompanied by an order form that is completed, signed and dated.
2. All layouts for main books must be laid out as stated in our template guidelines, any that are not laid out correctly will be subject to a £5 per leave fee for correction of layout.
3. On receipt of an order for print and bind or/and bind only service, an email will be sent to you confirming the delivery date of your order.
4. For design, print and bind orders an email will be sent confirming delivery date from sign off.
5. Please allow up to 5 working days for design print & bind revisions
6. All orders must have a 50% deposit paid when order is placed.

10. Governing law

The terms and conditions herein contained shall be governed and construed in accordance with English Law and the Customer agrees to submit to the jurisdiction of the English Courts.