

1.0 General

- 1.1 Quotations are made and all orders accepted subject to the following terms and conditions.

2.0 Definitions and Interpretation:

In these Conditions:

- 2.0 The 'Company' refers to CopyWrite (North East) Limited registered in England and Wales with number 4418334.
- 2.1 The 'Client' refers to any customer that enters into a contract to purchase Goods or Services from the Company.
- 2.2 'Contract' means the contract for the sale and purchase of Goods or Services.
- 2.3 'Goods' means all printed material, brochures etc. supplied by the Company.
- 2.4 'Services' means all services supplied by the Company including copy-writing services.
- 2.5 'Copy Writing Services' means all text generated by the Company in the form of press releases, articles, web copy or other explanatory, informative text generated by the Company for use by the Client.

3.0 Quotations for Copy Writing Services

- 3.1 Quotations for copy writing services are made according to the Client's original brief. A quotation will remain valid unless:
 - 3.1.1 The quotation is not accepted within 28 days.
 - 3.1.2 The client changes the original brief
 - 3.1.3 Additions are made by the client to the original brief.
- 3.2 With regard to copy writing services, if the Client is not satisfied with the first draft, an amended version will be submitted by the Company, up to a maximum of three times, without the Client incurring an additional charge.
- 3.3 In the case of incorrect interpretation of the original brief, please refer to point 3.2
- 3.4 The Client must provide the Company with all relevant information necessary to complete the contract.

4.0 Title to Copyright

- 4.1 It is the Client's responsibility to ensure that they own the copyright for any information or documentation supplied by them for reference, informative purposes and / or use by the Company
- 4.2 All material supplied by the Client for use by the Company should not infringe third party copyright laws
- 4.3 If losses are suffered as a result of the Company using information supplied by the Client, the Client must indemnify the Company to the extent of the losses.
- 4.4 Copyright on all written material remains the property of the Company until all money due from the Client, on any transaction, has been paid unconditionally in full.

5.0 Risk:

- 5.1 Risk of damage to or loss of Goods shall pass to the Client
 - 5.1.1 At the time of delivery or, if the Client wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.
- Or
- 5.1.2 In the case of Goods to be collected from the Company's premises, at the time when the Company notifies the Client that the Goods are available for collection.
- 5.2 Delivery to a carrier or to any person on the Client's behalf shall constitute delivery to the Client
- 5.3 Any damage to Goods in transit or any defect in the Goods which would be apparent upon inspection should be notified to the Company within 8 days of delivery of the Goods. Packing and contents should be held to enable the Company to inspect the alleged defects, before the Goods are used. Defects notified outside this period will not be accepted.
- 5.4 Any defects as described in 3.3 will be rectified fully by the Company providing the conditions of 3.3 are adhered to.

6.0 Liability

- 6.1 The Company is not liable for the use of any inaccurate information supplied by the Client.
- 6.2 The Company is not liable for any representations made by the company.
- 6.3 In the case of written material or artwork, liability regarding accuracy of content, spelling and grammar passes to the Client on signed acceptance of the Copy or artwork.

- 6.4 The Company accepts no liability for mistakes discovered after Copy has been signed to show acceptance or for any loss or damage arising from the publication of the accepted Copy or artwork.

- 6.5 In any event the Company's total liability shall be limited to the cost of the contract.

7.0 Title to Goods and Services:

- 7.1 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, title to the Goods remains the property of the Company until all money due from the Client, on any transaction, has been paid unconditionally in full.

8.0 Delivery of Goods and Services:

- 8.1 Every effort will be made to ensure that delivery of Goods and Services, by the Company, occurs at the time and place specified in the contract.
- 8.2 If there are no express terms for delivery, any dates will only be dealt with as statements of expectation and shall not be binding upon the Company.
- 8.3 The Company shall not be responsible for the failure to deliver Goods or Services nor for any direct or indirect loss or damage resulting from failure to deliver.
- 8.4 Notwithstanding any express agreement as to the date of delivery the Company shall be entitled to reasonably postpone or cancel delivery in whole or in part when it is delayed in or prevented from manufacturing Goods or providing Services or making delivery of Goods and Services by any cause beyond the Company's reasonable control including act of God, act of the Client or its agent, embargo or other Governmental act or request, fire, accident, war, riot, delay in transportation, strikes, lockouts, trade disputes or any other cause whatsoever beyond the Company's control. In the event of cancellation the Company shall be paid pro rata for Goods delivered or work done to the date of cancellation.

9.0 Payment Terms:

- 9.1 Unless otherwise agreed in writing the net invoice amount will become due for payment by the Client within 28 days of the date on the invoice.
- 9.2 Cash, company cheque, bank draft or other previously agreed methods of payment are all accepted by the Company for payment of Goods or Services. Credit card payment is not accepted.
- 9.3 Cheques should be made payable to CopyWrite NE.
- 9.4 The Company reserves the right to charge interest at 2% above the base rate of Lloyds Bank Plc per annum on all monies not received within fourteen days of the due date for payment.

10.0 Termination of Contract:

- 10.1 Contract will be terminated if the Client breaches any of the terms and conditions laid out in this document.
- 10.2 If the Client becomes insolvent through voluntary agreement with a third party, a receiver is appointed or the Client ceases trading the Company has the right to terminate the Contract. In this situation, any outstanding payments will immediately become due notwithstanding any previous agreement or arrangement to the contrary.
- 10.3 If the Client defaults on any due payment the Company reserves the right to suspend Services, delay delivery of Goods or cancel the Contract until the outstanding account is settled.

11.0 Subcontracting:

- 11.1 The Company reserves the right to subcontract any services to specialist organisations as it deems necessary to ensure that the Client receives the highest quality goods and services possible.

12.0 Governing Law:

- 12.1 The Contract (and these Conditions) shall be governed by English Law and that all parties irrevocably submit to the exclusive jurisdiction of the English courts.