

MDRcreative

TERMS & CONDITIONS:

General

1. These Terms and Conditions apply to all goods supplied and/or work done by MDR Creative and override any Terms & Conditions referred to by the Customer whether in negotiations or otherwise. In these Terms & Conditions "the Goods" means the goods and/or services of the subject of the Contract between the Company and the Customer, and "the Customer" means the person, firm or company purchasing the Goods. Each delivery of Goods shall be deemed to be a separate contract to which these Terms & Conditions shall apply.
2. No stipulation, representation or warranty made or attempted to be made at any time by either party to the Contract or by any person on behalf of such party shall vary, modify or counteract these Terms & Conditions. No variation in the Terms & Conditions shall be valid unless made in writing under the hand of a Director of the Company. In the event that any part or parts of these conditions are held to be invalid such invalidity shall not alter the validity of any other part or parts of the same and each clause and sub-clause shall be capable of independent existence.
3. The Customer represents that it enters into the Contract in the course of its business and not a consumer.

Quotations & Prices

4. All prices are valid for 30 days from the date of order or quotation unless otherwise stated. All quotations, prices and delivery dates are subject to confirmation at the time of placing the order. We reserve the right to alter the price and/or terms of a quotation if on inspection of a clients order if it differs from the specification understood at the time of original quotation.
5. The Company reserves the right to sub-contract work and where the quotation given includes an estimate cost of sub-contracted work, is subject to formal confirmation and will not be binding upon the Company unless and until rectified by the sub-contractor.
6. Should work be required in less than normal time requisite for its proper production during ordinary daily working hours, every effort will be made to ensure the manufacture is of the highest standard, however reasonable allowance must be made by clients in such cases. An extra charge will be made when orders, because of the turnaround time, have to be processed out of the normal daily working hours. We reserve the right to charge a supplement at least equal to any increased cost of working.
7. VAT shall be paid by the customer at the rate prevailing at the date of invoice.

Payment and Additional Charges

8. Unless the customer has a credit account then the invoice is due for payment upon receipt of order. Customers without credit facilities must pay via credit card, cash, bank transfer or cheque, made payable to MDR Creative, for the total price including VAT, postage and packaging. Credit accounts may be opened on receipt of two satisfactory trade references and a bank reference. Credit facilities normally take approximately 2 weeks to process. For approved credit accounts payment must be made 30 days from the date of invoice. Accounts remaining unpaid after the due date may be liable to a 9% per day surcharge at our discretion. Any query relating to a job or an invoice must be raised in writing with our accounts department within 3 working days of the day of invoice. No discussion or adjustment is possible after that time. In the event of employing debt collection services customers are advised that the cost of these services will be charged to the customer.
9. All goods and services remain the property of MDR Creative until full payment is received.

Copyright

10. Work is accepted on the specific understanding that under the 1998 Copyright and Patents Act, our customer has received the copyright release or license to copy and reproduce. The customer must also assume liability and indemnify The Company for any resulting violation of copyright in any action brought by a third party.

Delivery Dates

11. Time for delivery is stated as accurately as possible but is not guaranteed and is subject to extension to cover delays caused by events beyond the Company's control. In no case shall time be the essence of the contract.

12. Contracts and deliveries may be suspended in the event of any strike, lock-out, trade dispute, fire, tempest, breakdown, accident, riot, theft, crime, civil disturbance, war force majeure or other occurrence preventing or retarding the processing or delivery of the Goods and no responsibility shall attach to MDR Creative for any delay, default, loss or damage due to any of these causes or for any damage in transit or at the works of MDR Creative or to any other cause beyond the control of MDR Creative, whether in respect of contracts or deliveries or the safe custody of articles deposited with MDR Creative. If the Customer desires to be protected against the risks specified in this clause or any of them, he shall, on or before the date of the Contract request MDR Creative to be protected accordingly and shall pay the premium payable on any policy to be effected in consequence.

Defects in Quality/Quantity

13. Every care is taken in the preparation of the Goods but it is the responsibility of the Customer to check them immediately upon receipt to ensure that they comply with the Customers instructions in every respect. If the Customer alleges that the goods do not conform to the Customers order whether as to content, quality or quantity it shall notify MDR Creative within 3 working days of delivery by email, letter, telephone or facsimile transmission of such allegation and the failure to make such notification shall be deemed to be conclusive evidence of the conformity of the goods to the Customer's order in every respect.

14. MDR Creative's liability for defects in the goods shall be limited to the replacement by MDR Creative of the goods at no cost to the Customer, PROVIDED THAT such defect is notified in accordance with clause 13 hereof. MDR Creative shall not be liable for consequential loss or damage of whatever nature arising out of such defects.

15. MDR Creative accepts no responsibility, warranty or liability for the quality of subcontracted work or any damages caused by the subcontractor, unless agreed to in writing PROVIDED THAT such defect is notified in accordance with clause 13 hereof.

16. In any event the liability of MDR Creative for defects in the Goods shall be limited to a sum equivalent to the invoice price of the goods in respect of which any claim is made against MDR Creative.

17. In the event of MDR Creative requiring increased cover against the risk of any loss in excess of the limitations of liability contained herein or cover against consequential loss or damage, MDR Creative will be pleased to submit a revised price for the goods provided that the Customer's requirement is indicated in writing on or before the date of the Contract.

Cancellation

18. A cancellation request must be made within 7 working days of proposed production date. A proposed production date may/may not be discussed with the client upon order confirmation. Cancellation requests made within 7 working days or under may be subject to charges at MDR Creative's discretion to cover production costs already incurred at this late stage as stated below.

7 Working days prior to production - no surcharge

5 Working days prior to production - 25% of final sum payable

3 Working days prior to production - 50% of final sum payable

1 Working day prior to production - 75% of final sum payable

Production process or processes carried out/goods produced and awaiting dispatch or delivered to client - 100% of final sum payable.

19. MDR Creative reserves the right to charge handling, admin and/or artwork setup charges at their own discretion upon order cancellation.

Risk and Title

20. The risk in good shall pass to the Buyer upon delivery. Where the goods are collected by or on behalf of the Buyer or its agents from the premises of the seller, the risk shall pass to the Buyer at the time the goods are handed over or its agents.

21. The property in the goods shall not pass to the Purchaser until they have paid for in full. If nevertheless, the Buyer sells the goods before they have been paid for in full, he shall hold the proceeds of such sale (or, where he has made partial payments to the Seller for the goods, such as proceeds as are equal to the sum remaining due from him to the seller for the goods) on trust for the Seller.

Storage of Customers Goods

22. Whilst every care and precaution is taken against loss of or damage to articles entrusted to MDR Creative are all held at the sole risk of the Customer and no liability is accepted should damage or loss occur. The Customer is advised to insure.

Laws of the Jurisdiction

23. The Contract shall be governed by English Law and the jurisdiction of the English Courts.

Claims

24. Any complaint must be made within 3 days of the delivery beyond which period no claim can be entertained.

Freightage

25. Where at the request of our clients we are asked to forward either by Postal, Rail or Courier Freightage, products of this Company, an appropriate charge will be rendered for this service. Whilst every reasonable precaution will be taken to ensure accuracy of despatch, no claims will be accepted by MDR Creative in the event of damage to or non-delivery of goods by whichever means of Freightage have been used, and after they have left the premises.