

# **BERESFORD STREET KITCHEN LIMITED ("BSK")**

## **Printworks - Terms and Conditions**

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### **1. Print orders with BSK**

- a. All print orders must be confirmed in writing by the Client ("you" / "your") and that confirmation includes acceptance of BSK Terms and Conditions.
- b. A non-refundable deposit may be required to secure your print order.
- c. All quotes are based on current pricing as advertised and are valid for 30 days from date of quote. After this time, should a Client wish to confirm a print order, this may then be subject to a change in pricing.
- d. Where the Client's own internal policies require a purchase order to be raised, this requirement must be confirmed in writing to BSK and confirmation of the print order will not be accepted until such time as a valid Purchase Order is provided. Where a Client is required to provide a Purchase Order to BSK, but does not inform BSK in writing, the Client remains responsible for settlement of any charges in full whether a Purchase Order has been raised or not.

### **2. Print order process**

- a. Where samples are provided by BSK these will be charged at the time of request at a blank item rate plus delivery costs. The charge for a sample may be deducted from the final order value if previously agreed by BSK.
- b. Artwork (including but not limited to: logos, slogans, words and images) must be approved by the Client before printing. Once approved, any further changes made by the Client may be charged accordingly. BSK does not accept liability for any errors in Artwork that has been approved by the Client and Clients are liable for all costs incurred in correcting errors identified once the Artwork has been approved.
- c. BSK reserves the right not to process any Client order, including when already quoted or accepted, where the Client supplied Artwork is deemed to cause offence, is contrary to BSK's values or the Client does not adequately explain the meaning of the Artwork which is suspected to cause offence. In such an event, there will be no charge to the Client nor does BSK accept any liability for any losses incurred by the Client.

### **3. Deposit**

- a. If required, a deposit figure will be provided to the Client in writing by BSK once your print order confirmation is received. This deposit will be deducted from the total costs.

### **4. Payment of costs**

- a. Payment in full is required for all goods and services provided by BSK.
- b. Payment methods available include BACS bank transfer, debit card, credit card (not AMEX), and cheque. Payments by credit card may be subject to a 2.5% surcharge.

### **5. Delays in production and delivery**

- a. Delays in processing orders may be beyond the control of BSK. If BSK is not able to deliver within 28 calendar days of the agreed order delivery date, then the Client will be notified by email and given the opportunity to cancel the order with a full refund;

- b. Where there is a delay affecting part of a Client order, BSK may deliver the completed part of the Client order but will not make any additional delivery charges to complete the order;

## **6. Cancellation charges**

- a. In the unfortunate event of a print order having to be cancelled by the Client, confirmation in writing is required by BSK, and your deposit will not be refunded.
- b. In the event of a breach of these Terms and Conditions by the Client, BSK will consider that the Client has cancelled the print order and cancellation charges will apply.
- c. Should the Client be in arrears of payment, BSK will consider that the Client has cancelled the print order and cancellation charges will apply.
- d. The cancellation charge (after deduction of any retained deposit), will be made as follows:

| If cancelled  | Amount due from Client  |
|---|---|
| Before the printing/production/execution of the order | 25% of the balance of the print order charge (after deduction of any retained deposit)  |
| After the printing/production/execution of the order  | 100% of the balance of the print order charge (after deduction of any retained deposit) |

## **7. Ownership of goods**

- a. Ownership of the print order goods shall not pass to the Client until all amounts owing in respect of those goods have been received in full by BSK.

## **8. Client's own goods**

- a. Where the Client provides their own goods for a Print Works order, BSK cannot accept any liability for any faults in, or deficiencies in the quality of, those provided goods.
- b. BSK cannot not accept any liability for storage problems for the Client's own provided goods whenever either:
  - i. Goods are delivered to BSK without prior notice and agreement; or
  - ii. Goods are not promptly collected once the Client has been notified that they are ready.

## **9. Liability of BSK**

- a. BSK accepts no liability under any claim whatsoever arising (be it by negligence or otherwise) for any loss over the figure of the existing BSK Public Liability Limit of Indemnity. Note that this figure, which may change from time to time, is available upon request together with a copy of our Certificate.
- b. Risk passes to the Client on delivery to the address stated on the print order or on collections of the goods by the Client from BSK.
- c. Loss or damage must be notified to BSK in writing within four days of receipt of the print order goods by the Client.
- d. BSK does not accept liability for items lost or damaged in transit when delivered by a third party carrier organised by the Client.

- e. BSK does not accept liability for errors in Artwork, howsoever caused, which were evident in any Artwork approved for use by the Client.

#### **10. Returns**

- a. All returns must be agreed in advance with BSK in writing. A Returns Reference Number will be issued to the Client by BSK and must be used in all subsequent correspondence.
- b. Returns will only be subject to a refund with the agreement of BSK.
- c. All returns must be delivered to BSK and clearly marked with the Returns Reference Number.
- d. There is no cooling-off period for goods supplied with bespoke Client approved Artwork as these goods cannot be resold.

#### **11. Force Majeure**

- a. BSK shall incur no liability to the Client if performance of the contract is prevented or hindered by any case whatsoever beyond BSK's control and in particular, but without prejudice to, the generality of the foregoing, by act of fire, flood, subsidence, sabotage, accident, strike, or lock out and shall not be liable for any loss or damage resulting there from suffered by the Client.

#### **12. Complaints**

- a. In the unlikely event of a formal complaint, the Client should raise this in writing to BSK with a full explanation of the issue, within 10 days of the event. This will be acknowledged within 2 working days and an estimated timescale for any investigation will be provided at this point.