

GHYLL HOUSE PUBLISHING LTD

Trading as Polstead Press

TERMS AND CONDITIONS OF SALE

Ghyll House Publishing Ltd, sometimes trading as

Polstead Press, 5a The Maltings, Stowupland Road, Stowmarket, Suffolk, IP14 5AG.

Telephone: 01449 677500

Email: sales@polsteadpress.co.uk

Website: www.polsteadpress.co.uk

These Terms and Conditions apply to all quotations, orders, design services, printing, finishing and other goods and services supplied by Ghyll House Publishing Ltd, trading as Polstead Press ("we", "us" or "the Seller"), unless otherwise agreed in writing.

By placing an order with us, the customer ("you" or "the Buyer") agrees to these Terms and Conditions. Where the customer is a consumer, nothing in these terms affects their statutory rights.

1. DEFINITIONS

Buyer: The individual, business or organisation purchasing or agreeing to purchase goods or services from the Seller.

Seller: Ghyll House Publishing Ltd, sometimes trading as Polstead Press, of 5a The Maltings, Stowupland Road, Stowmarket, Suffolk, IP14 5AG.

Goods: Any printed products, stationery, signage, banners, labels, promotional materials, funeral stationery or other physical products supplied by the Seller.

Services: Any design, artwork, typesetting, layout, printing, finishing, consultation or other services provided by the Seller.

Quotation: A written or electronic estimate detailing the proposed goods, services, specifications and charges.

Artwork: Any designs, layouts, images, text, files or other creative materials supplied by either the Buyer or the Seller.

Proof: A digital or physical representation of the proposed finished product supplied for the Buyer's approval.

Working Day: Monday to Friday, excluding UK public and bank holidays.

2. GENERAL TERMS AND CONTRACT

2.1. These Terms and Conditions form the basis of the contract between the Seller and the Buyer for the supply of goods and services, unless alternative terms have been expressly agreed in writing by a director of the Seller.

2.2. All orders placed with the Seller constitute an offer by the Buyer to purchase the specified goods or services under these Terms and Conditions.

2.3. A contract is formed when the Seller accepts the Buyer's order in writing, confirms the order, or commences work with the Buyer's express authorisation.

2.4. Any amendments to these Terms and Conditions must be agreed in writing by a director of the Seller.

2.5. These Terms and Conditions supersede any previous versions issued by the Seller, except where a separate written agreement applies to an existing order.

2.6. Any terms contained in the Buyer's purchase order or other documentation shall not apply unless expressly accepted in writing by a director of the Seller.

2.7. The Seller reserves the right to decline an order where it is unable to fulfil the requested specification, timescale or requirements.

3. QUOTATIONS AND PRICING

3.1. All quotations are based on the specifications, quantities, materials, artwork and information provided by the Buyer at the time of quotation.

3.2. Unless otherwise stated, quotations are valid for 30 days from the date of issue. The Seller reserves the right to revise or withdraw a quotation after this period.

3.3. All prices are quoted exclusive of VAT, which will be

charged at the applicable rate on the invoice, unless the quotation expressly states otherwise.

3.4. Delivery, carriage, packaging, special handling, insurance and other additional charges will be itemised separately where applicable.

3.5. If the Buyer's requirements change after a quotation has been issued or an order accepted, the Seller reserves the right to revise the price to reflect any additional materials, labour, design, production or delivery costs.

3.6. Any additional charges arising from changes to the original specification will be communicated to the Buyer for approval wherever reasonably practicable before the additional work is undertaken.

3.7. Quotations do not include additional design, artwork amendments, typesetting, corrections, alterations or other work unless specifically stated.

3.8. The Seller reserves the right to correct genuine pricing or calculation errors before accepting an order. If an error is identified after an order has been accepted, the Seller will contact the Buyer to agree an appropriate resolution.

4. ORDERS, SPECIFICATIONS AND AMENDMENTS

4.1. The Buyer is responsible for ensuring that all order details, including quantities, sizes, colours, materials, finishes, wording and delivery information, are accurate.

4.2. The Seller will manufacture the goods in accordance with the agreed quotation, order confirmation and approved artwork or proof, as applicable.

4.3. Any changes requested after an order has been accepted may incur additional charges and may affect the agreed production or delivery schedule.

4.4. The Seller will endeavour to accommodate amendments where production allows, but cannot guarantee that changes can be made once production has commenced.

4.5. Where changes are requested after approval of artwork or proofs, the Seller reserves the right to charge for additional design, artwork, setup, materials, labour and production time.

4.6. Any revised specification or price will be confirmed with the Buyer before proceeding, where reasonably practicable.

5. DESIGN, ARTWORK AND LAYOUT CHARGES

5.1. Design, artwork, typesetting, layout, image preparation and other creative services will be charged in accordance with the quotation or agreed hourly rate.

5.2. Where the Buyer provides information, instructions, text, images or other materials and asks the Seller to begin design, artwork or layout, the Seller reserves the right to charge for the time spent on that work if the Buyer subsequently decides not to proceed with the order, whether or not a proof or finished design has been supplied.

5.3. This includes initial concepts, draft layouts, experimental work, design development, amendments and any other preparatory work carried out at the Buyer's request.

5.4. Where a quotation includes design work, the quotation will specify any included design allowance or the applicable additional charges wherever possible.

5.5. If the Buyer cancels an order after design or artwork work has commenced, the Seller may invoice for the reasonable value of the work completed up to the cancellation date, together with any materials or third-party costs already incurred, subject to applicable consumer cancellation rights.

5.6. Where the Seller charges for artwork or design work, payment for that work does not automatically transfer copyright or ownership of the original design files to the Buyer.

5.7. Unless otherwise agreed in writing, the Seller retains copyright in all original designs, layouts, artwork, templates and creative materials produced by the Seller. The Buyer will be granted the agreed right to use the approved artwork for the purpose for which it was commissioned, subject to payment in full.

5.8. Editable files, working files, fonts, templates and source files are not included in the price unless specifically agreed in writing.

5.9. The Buyer is responsible for ensuring that any artwork, photographs, logos, fonts, text or other materials supplied to the Seller may lawfully be reproduced. The Buyer confirms that they have obtained all necessary permissions, licences and consents.

5.10. The Seller reserves the right to decline or request amendments to artwork or content that may infringe third-party rights or applicable laws.

6. PROOFS AND ARTWORK APPROVAL

6.1. Proofs may be supplied digitally or physically for the Buyer's approval before production.

6.2. The Buyer is responsible for carefully checking all proofs, including spelling, grammar, punctuation, telephone numbers, email addresses, dates, prices, names, images, positioning, colours, sizes and other relevant details.

6.3. Written approval, including approval by email, confirms that the Buyer has checked and authorised the supplied proof for production.

6.4. The Seller will not be responsible for errors that were present in the approved proof and should reasonably have been identified by the Buyer, except where the Seller is otherwise liable under applicable law.

6.5. Any corrections requested after approval may incur additional charges and may delay production.

6.6. The Seller will not commence production until the required approval has been received, unless otherwise agreed in writing.

6.7. The Buyer should be aware that colours displayed on computer screens, mobile devices and other digital displays may differ from the final printed result.

6.8. Where physical colour matching is critical, the Buyer should request a suitable physical proof or agree a specific colour-matching requirement in writing before production.

7. PRINTING, COLOUR AND PRODUCTION TOLERANCES

7.1. The Seller will use reasonable care and skill in the production of all goods and services.

7.2. Due to variations in printing equipment, paper,

materials, inks, environmental conditions, finishing processes and production methods, minor variations in colour, texture, finish and appearance may occur between proofs, previous orders and the final production run.

7.3. Unless an exact match has been expressly agreed in writing, reasonable production variations will not constitute a defect, provided the goods otherwise comply with the agreed specification and applicable law.

7.4. Slight variations in finished dimensions, trimming, folding, positioning and other manufacturing tolerances may occur, depending on the materials and production process.

7.5. Where the Buyer requires a precise specification, tolerance, colour match or particular finish, this must be agreed in writing before the order is accepted.

7.6. The Seller will make reasonable efforts to maintain consistency when repeat orders are placed, but cannot guarantee an exact match to previous production runs.

7.7. The Seller reserves the right to use suitable production methods and materials consistent with the agreed specification.

8. PAYMENT TERMS

8.1. Unless otherwise agreed in writing, payment is due within 30 days of the date of the Seller's invoice.

8.2. New customers without an established credit account may be required to pay a 50% deposit upon placing their order, with the remaining balance payable in accordance with the agreed payment terms.

8.3. The Seller reserves the right to require full or partial payment in advance for bespoke, high-value, specially sourced or otherwise unusual orders.

8.4. Where a deposit or advance payment is required, the order will not be scheduled for production until the agreed payment has been received, unless otherwise agreed.

8.5. All invoices must be paid in full by the agreed due date, subject to any rights the Buyer has under applicable law.

8.6. Where an invoice is disputed, the Buyer should notify the Seller promptly in writing, clearly identifying the disputed amount and the

reasons for the dispute. Any undisputed balance remains payable in accordance with the agreed payment terms.

8.7. For qualifying business-to-business transactions, the Seller reserves the right to charge statutory interest on overdue invoices at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, currently 8% per annum above the Bank of England base rate, together with any applicable statutory debt recovery compensation.

8.8. The Seller reserves the right to suspend further work, withhold delivery of outstanding orders or decline new orders where payments are overdue, subject to the Buyer's contractual and statutory rights.

8.9. The Seller may request payment of outstanding invoices before accepting further orders or commencing additional work.

8.10. Payment terms for individual orders may be varied by written agreement.

9. CANCELLATIONS AND REFUNDS

9.1. Once an order has been accepted, the Buyer should contact the Seller as soon as possible if they wish to cancel or amend it.

9.2. The Seller will make reasonable efforts to accommodate cancellation requests where production has not commenced.

9.3. Where an order is cancelled after work has begun, the Seller reserves the right to charge for work completed, design and artwork time, materials purchased, production costs incurred and any non-recoverable third-party charges, to the extent permitted by law.

9.4. Where bespoke goods have already been produced, the Buyer may be liable for the reasonable costs incurred in accordance with the agreed contract and applicable law.

9.5. Any cancellation charge will reflect the work completed, costs incurred and losses reasonably arising from the cancellation, taking into account any costs that can reasonably be avoided or recovered.

9.6. Any refunds or cancellation rights available to consumers under applicable legislation will remain unaffected by these terms.

9.7. Where the Seller is unable to fulfil an accepted order, the Seller will contact the Buyer to discuss an appropriate solution, including a revised timescale, alternative specification or refund where applicable.

9.8. Nothing in this section excludes or limits any cancellation rights that cannot legally be excluded.

10. DELIVERY AND COLLECTION

10.1. Goods will be made available for collection from the Seller's premises on the agreed date, unless delivery has been arranged.

10.2. Where delivery has been agreed, the Seller will arrange delivery to the address specified by the Buyer.

10.3. The Seller will use reasonable endeavours to meet agreed production and delivery dates. However, unless expressly agreed in writing, delivery dates are estimates and are not guaranteed.

10.4. The Buyer must ensure that suitable arrangements are in place to receive or collect the goods on the agreed date.

10.5. If the Buyer is unable to accept delivery or collect the goods when agreed, the Seller may charge reasonable additional storage, redelivery, handling or insurance costs, where applicable.

10.6. Where delivery is undertaken by a third-party courier or carrier, the Seller will not be responsible for delays caused by circumstances outside its reasonable control, subject to applicable law.

10.7. Any delivery restrictions, access requirements or special instructions must be provided by the Buyer before dispatch.

10.8. The Seller will notify the Buyer of any significant anticipated delay as soon as reasonably practicable and will work with the Buyer to agree an appropriate solution.

10.9. Where an order is delivered in multiple consignments, each consignment may be invoiced or delivered separately as agreed.

10.10. The Buyer should inspect deliveries promptly and notify the Seller of any apparent damage, shortages or discrepancies as soon as reasonably practicable. This does not affect any statutory rights or remedies.

11. ACCEPTANCE, INSPECTION AND COMPLAINTS

11.1. The Buyer should inspect the goods upon receipt or collection and notify the Seller promptly of any apparent defects, damage, shortages or discrepancies.

11.2. Where reasonably practicable, complaints about visible

defects or discrepancies should be submitted in writing within two working days of receipt, together with photographs and relevant order details.

11.3. The Seller will investigate complaints fairly and may request the return of defective goods or samples to assess the issue.

11.4. Where a defect or error is confirmed to be the Seller's responsibility, the Seller will discuss an appropriate remedy, which may include correction, replacement, reprinting, a price reduction or refund, depending on the circumstances and applicable law.

11.5. Where the issue arises from incorrect information, artwork or specifications supplied or approved by the Buyer, the Seller will discuss the available options and any associated costs.

11.6. The Seller will not refuse to consider a complaint solely because it was raised after the suggested notification period in clause 11.2.

11.7. Nothing in these terms limits or excludes any rights or remedies available to the Buyer under applicable consumer or business law.

12. WARRANTIES AND STATUTORY RIGHTS

12.1. The Seller warrants that goods will correspond with the agreed description and specification, subject to reasonable production tolerances and applicable law.

12.2. The Seller will carry out services with reasonable care and skill.

12.3. Where the Buyer is a consumer, the goods and services supplied will comply with the applicable statutory requirements, including the Consumer Rights Act 2015.

12.4. Where the Buyer is acting in the course of business, any limitation or exclusion of implied terms will apply only to the extent permitted by law.

12.5. Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any other liability that cannot lawfully be excluded or limited.

13. TITLE AND RISK

13.1. Risk in the goods will pass to the Buyer upon delivery to the agreed delivery address or upon collection by the Buyer or their authorised representative, as applicable.

13.2. Ownership of the goods will remain with the Seller until all sums due for those goods, including any applicable interest and recoverable costs, have been paid in full, to the extent permitted by law.

13.3. Until ownership passes, the Buyer must take reasonable care of the goods and, where practicable, keep them identifiable and separate from other goods.

13.4. The Seller reserves the right to take lawful steps to recover unpaid goods or outstanding payments, subject to applicable law.

14. INTELLECTUAL PROPERTY AND CUSTOMER-SUPPLIED MATERIALS

14.1. Unless otherwise agreed in writing, copyright and other intellectual property rights in original artwork, designs, layouts, templates and creative materials produced by the Seller remain with the Seller.

14.2. Payment for design or artwork services does not, by itself, transfer copyright or ownership of original design files to the Buyer.

14.3. The Buyer is granted permission to use approved artwork for the purpose and application agreed in the quotation or order, subject to payment in full.

14.4. Any transfer of copyright, exclusive licence, editable files or source artwork must be agreed separately in writing and may incur additional charges.

14.5. The Buyer retains ownership of artwork, logos, text, photographs and other materials supplied by them, subject to any third-party rights.

14.6. The Buyer grants the Seller permission to use the supplied materials solely for the purpose of fulfilling the order, including any necessary production, prepress and finishing processes.

14.7. The Buyer is responsible for obtaining any permissions, licences or consents required for the reproduction of supplied materials.

14.8. The Seller may decline to reproduce materials where there is a reasonable concern regarding copyright infringement, unlawful content or lack of permission.

15. CUSTOMER RESPONSIBILITIES

15.1. The Buyer is responsible for providing accurate and complete information, including artwork, text, specifications, quantities, delivery details and any relevant production requirements.

15.2. The Buyer must ensure that all supplied content is suitable for the intended purpose and that they have the necessary rights and permissions to use it.

15.3. The Buyer must review and approve proofs before production and promptly communicate any necessary corrections.

15.4. Any special requirements, including colour matching, exact dimensions, material specifications, accessibility requirements or time-critical delivery arrangements, must be communicated before the order is confirmed.

15.5. The Seller cannot be held responsible for delays or additional costs arising from inaccurate, incomplete or late information supplied by the Buyer, except where the Seller is otherwise liable under applicable law.

16. STORAGE AND UNCOLLECTED GOODS

16.1. The Buyer should collect or accept delivery of completed goods within the agreed timeframe.

16.2. Where goods remain uncollected or delivery cannot be completed due to circumstances attributable to the Buyer, the Seller may charge reasonable storage, handling, insurance or redelivery costs, after notifying the Buyer.

16.3. The Seller will take reasonable care of stored goods and will make reasonable efforts to contact the Buyer to arrange collection or delivery.

16.4. Any disposal or other action in respect of uncollected goods will be undertaken only after reasonable notice and in accordance with applicable law.

17. FORCE MAJEURE AND EVENTS OUTSIDE OUR CONTROL

17.1. The Seller will not be liable for delays or failure to perform contractual obligations to the extent caused by events beyond its reasonable control.

17.2. Such events may include severe weather, fire, flood, power failure, equipment breakdown, industrial action, transport disruption, supplier shortages, acts of government, public emergencies or other unforeseen circumstances.

17.3. Where such an event occurs, the Seller will notify the Buyer as soon as reasonably practicable and take reasonable steps to minimise the impact.

17.4. If the disruption materially affects the order, the Seller and Buyer will discuss an appropriate solution, including revised timescales, alternative arrangements or cancellation where applicable.

17.5. Nothing in this clause removes any rights or remedies that the Buyer may have under applicable law.

18. LIMITATION OF LIABILITY

18.1. The Seller will be responsible for losses that are a foreseeable result of its breach of contract or failure to exercise reasonable care and skill, subject to applicable law.

18.2. The Seller will not be liable for losses arising solely from incorrect information, artwork, instructions or approvals supplied by the Buyer, except where the Seller is otherwise responsible under the contract or applicable law.

18.3. Where the Buyer is acting in the course of business, the Seller will not be liable for indirect or consequential losses, loss of anticipated profits, loss of business opportunities or loss of goodwill, to the extent that such exclusions are legally enforceable.

18.4. The Seller's liability will not be excluded or limited where doing so would be unlawful, including liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any non-excludable statutory rights.

18.5. Any agreed liability limitations in a business-to-business contract must be reasonable and proportionate to the nature of the transaction and the circumstances.

19. PRIVACY AND DATA PROTECTION

19.1. The Seller will process personal information supplied by the Buyer in accordance with applicable UK data protection legislation and

its privacy policy.

19.2. Personal information may be used for processing orders, preparing quotations, communicating with customers, invoicing, delivery arrangements, account administration and other legitimate business purposes.

19.3. The Seller will take appropriate measures to protect personal information and will not retain it for longer than necessary, subject to legal and business record-keeping requirements.

19.4. Where an order involves personal information belonging to third parties, such as names, photographs or memorial details, the Buyer is responsible for ensuring that they have an appropriate lawful basis and any necessary permissions to provide it.

20. COMPLAINTS AND DISPUTE RESOLUTION

20.1. The Seller aims to resolve any concerns or complaints promptly, fairly and professionally.

20.2. Complaints should be submitted in writing to sales@polsteadpress.co.uk, including the order number, details of the issue and any relevant supporting information.

20.3. The Seller will investigate the complaint and endeavour to respond within a reasonable timeframe.

20.4. Both parties will make reasonable efforts to resolve any dispute through discussion before pursuing formal legal proceedings, where appropriate.

20.5. Nothing in this clause prevents either party from exercising any legal rights or remedies available to them.

21. GENERAL PROVISIONS

21.1. If any provision of these Terms and Conditions is found to be unlawful, invalid or unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

21.2. Any failure or delay by the Seller in exercising a contractual right will not constitute a waiver of that right.

21.3. These Terms and Conditions, together with the relevant quotation, order confirmation and any agreed written variations, form the agreement between the Seller and the Buyer.

21.4. Any special conditions relating to a particular order must be agreed in writing and will apply alongside these Terms and Conditions.

22. GOVERNING LAW AND JURISDICTION

22.1. These Terms and Conditions and any contract between the Seller and the Buyer will be governed by the laws of England and Wales.

22.2. The courts of England and Wales will have jurisdiction over disputes arising from these Terms and Conditions, subject to any mandatory legal protections or jurisdictional rights applicable to consumers.

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