

Enhance Business Communications has built a reputation for providing a service to the highest competitive standards. We would like to state our terms of business to ensure that you receive the best possible service that can be offered.

DEFINITIONS

In these Conditions:- "the Company" means Enhance Business Communications Ltd; "the Customer" means the person, firm, Company or organisation who orders the Commissioned Work pursuant to these Conditions; "the Customer's Materials" means all materials delivered to the Company by the Customer; "the Commissioned Work" means the physical design work, copying, printing or other work howsoever described including where the context so admits, each edition of a periodical publication ordered by the Customer from the Company; "Intellectual Property Rights" means any copyright, design right, registered design, trade mark whether registered or not, right of confidentiality or any other similar right whether arising in the United Kingdom or elsewhere in the world, and "Origination Items" is defined in Condition DESIGN WORK.

PRICE VARIATION

Estimates are based on the Company's current costs of production and are valid for a period of 30 days, as costs of materials fluctuate this increase or decrease will be reflected in the prices put forward to you as a Customer, we will endeavour to make you aware of any price change at the earliest opportunity to assist you and your business.

TAX

All costs and fees are exclusive of any applicable value added or any other sales tax, for which the Customer shall be additionally liable.

PRELIMINARY WORK

All work carried out whether experimentally or otherwise, at Customer's request shall be charged, all charges will be stated in advance of the commencement of the work in question.

PROOFS

Proofs of all work will be submitted for Customer's approval (except if clearly instructed to proceed with production in writing by the client without proofs being supplied) and the Company shall incur no liability for any errors not corrected by the Customer in the proofs that we submit. We will do our utmost to check proofs for spelling etc, however we are aware that the clearest understanding of the product lies with our Customers. No amendments of Customer artwork will be made without the Customer's prior consent.

DELIVERY

(a) The Company will use its available resources to meet delivery dates but, unless otherwise agreed in writing, time shall not be of the essence of the contract. Any change in the scheduled delivery date will be communicated to the Customer at the earliest opportunity.

(b) Should work be terminated or suspended at the request of Customer for a period of 30 days the Company shall then be entitled to payment for work already carried out and materials ordered. We will then look forward to the recommencement of the production of the product at a later date to be advised by the Customer. If a large amount of material is held by the Company on behalf of the Customer then a storage charge may apply, this will be communicated to the Customer one week before any charge will commence.

CLAIMS

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Company within three clear days of delivery (or, in the case of non-delivery, within 10 days of despatch of the goods).

TERMS OF PAYMENT

Terms of payment are strictly thirty 30 days net from date of invoice unless otherwise agreed in writing. If the Customer fails to make payment in full on the due date then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Customer for all costs incurred in the collection of any amount outstanding, including but without prejudice to the generality of the foregoing all agency fees, legal fees and court costs. Please note that the Company may call upon the services of Cashflow Protector in the collection of overdue accounts.

POSTAGE SHIPPING AND FREIGHT COSTS

The Company is entitled to request and receive payment in advance for postage necessary to perform a bulk mailing on behalf of the Customer, unfortunately this service is not one that is available to the Company on a credit basis.

DESIGN WORK

All design work originated by the Company shall belong to the Company.

MATERIALS SUPPLIED BY THE CUSTOMER

Quantities of materials supplied shall be adequate to cover normal wastage/spoilage.

RISK AND TITLE

The risk in the Commissioned Work shall pass to the Customer on delivery and the Customer should therefore be insured accordingly.

INSOLVENCY

If the Customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a Company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the Company without prejudice to other remedies shall have the right not to proceed further with the contract or any other work for the Customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Customer, such charge to be an

immediate debt due to him, and in respect of all unpaid debts due from the Customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the

expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

FORCE MAJEURE

The Company shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike.

SUB-CONTRACTORS

The Company may, at its sole and absolute discretion, sub-contract any or all of its obligations but shall remain liable to the Customer therefore.

SEVERANCE

In the event of any provision of these Conditions being or becoming legally ineffective or unenforceable either in its entirety or in part this shall be without prejudice to the validity of and shall not invalidate the remaining provisions of these Conditions which shall remain in full force and effect.

ENTIRE AGREEMENT

These Conditions constitute the entire agreement of the parties as to the subject matter hereof and supersede all previous agreements and undertakings (if any) between the parties and all representations made with respect thereto provided that this shall not exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently by that party prior

to the date of this agreement.

APPLICATION

The Company and the Customer shall contract subject to these Conditions which shall govern their relationship to the exclusion of any other terms and conditions contained or referred to in the Customer's order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing and any purported provisions to the contrary are hereby excluded. No variation of these Conditions shall be binding upon the Company unless made in writing and signed by a duly authorised representative of the Company.

LAW

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.