

Terms of Business

1. ORDERS are accepted on the understanding that customers accept these Terms of Business.

2. CREDIT ACCOUNTS will be opened on receipt of two satisfactory Trade References.

All accounts are STRICTLY NETT: for approved credit accounts payment must be made no later than the last day of the month next following the date of invoice. The company reserves the right to charge interest at current rates on the outstanding balance on overdue credit accounts.

Orders for customers who do not have a credit account will be on a cash with order basis.

Orders are accepted from a customer acting on behalf of a third-party on the basis that the contract is between Leach Colour Ltd. and the said customer (as principal) who is responsible for all matters relating to such orders and for settlement of the debt incurred.

3. CASH WITH ORDER payment can be made by Cheque, P.O. or Credit Card (Access, Visa, Mastercard). Please quote your card number and expiry date on your order. A receipt will be sent on completion.

4. TITLE TO GOODS Shall not pass to a customer until full payment has been made, and in case of non payment the Company shall be entitled to repossess the goods or proceeds of sale.

5. PRICES Unless otherwise stated all prices quoted are STRICTLY NETT and are subject to alteration without notice. Orders below £5.00 are subject to a handling charge of £2.50. All terms and prices apply to the U.K. only.

6. POST & PACKING All orders for UK addresses are returned postage paid with the exception of mounted prints size 20" x 16" and above where postage is charged at cost.

Special delivery arrangements will also be charged at cost.

Packing cases may be necessary for large bulky orders and these will be chargeable.

For delivery addresses outside the UK, delivery will be charged at cost.

7. COPYRIGHT Customers sending subjects for reproduction must take full responsibility with regard to copyright and must have, or obtain, the necessary permission in writing. Under current legislation, the originator of negatives, transparencies, artwork or design is now the copyright holder rather than the person who commissioned the origination. Contravention of the copyright law is a criminal offence. We must retain the right to refuse work we have good reason to believe would result in an infringement of copyright.

8. ORDERS FOR PROCESSING Films, plates or any other materials sent to the Company for processing are accepted on the understanding that their value is not greater than the current retail price of equivalent new unexposed material. In the case of damage or loss from any cause whatsoever, the Company's liability does not exceed the replacement of equivalent new unexposed material.

If the material has a value in excess of this, it is the responsibility of the customer to advise us in writing when placing the order, and an insurance premium will be charged.

9. CUSTOMERS' PROPERTY Whilst every possible care is taken with customers' negatives, prints, samples, etc., the Company cannot be held responsible for any loss or damage when such articles are entrusted to us. Similarly, the Company take the greatest care in packing goods but are under no circumstances accountable for damage to, or loss of articles leaving its works. Notification of claims for damage in transit should be made to the Company immediately on receipt of goods.

The Company should be advised in writing if special insurance arrangements are required on any particular order, a premium will be payable.

10. COLOUR MATCHING Limits of colour processes make it impossible to guarantee an exact colour match of guide prints, samples, etc. Guides should be provided where possible, however, to ensure close matching: and proof prints submitted by the Company should always be returned with re-orders. In the absence of specific instructions, a judgement will be based on the overall colour balance of the subject.

11. CLAIMS Any complaint must be made within 3 days of receipt of goods.

12. CONSEQUENTIAL LOSS Responsibility will not be accepted for consequential loss or damage caused by errors or by delay in delivery or from any cause.

13. FORCE MAJEURE Every effort will be made to carry out any contract or order based on a quotation, but the due performance of it is subject to variation or cancellation owing to an Act of God, War, Strikes, Lock-outs, Fire or any other cause beyond control, or owing to inability to procure materials or articles except at increased prices due to any of the foregoing causes.

14. DATA PROTECTION ACT The company holds your data consisting of: name, address, contact details, transaction details and any notes that are relevant to servicing and developing your account. The Company commits to keep all your transaction details secure and confidential.

The Company will only pass on address and contact details to carefully selected business associates. If you do not wish us to do so please reply in writing to The Data Controller at the company address given below.

Contact details

Leach Colour Limited, Bradley Business Park, Dyson Wood Way, Bradley, Huddersfield, West Yorkshire, HD2 1GN

tel.

01484 551200