

Terms & Conditions

1. **Price variation** – Estimates are based on Fig current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
2. **Tax** – Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, Fig Creative Limited (Ltd.) reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.
3. **Preliminary work** – All work carried out, whether experimentally or otherwise, at customer's request shall be charged.
4. **Copy** – A charge may be made to cover any additional work involved where copy supplied is not clear and legible.
5. **Proofs** – Proofs of all work may be submitted for customer's approval and Fig shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Fig's judgement, changes therefrom made by the customer shall be charged extra.
6. **Copyright** – Unless negotiated and agreed in writing, the copyright of General Artwork, Commissioned Artwork and Illustrations belong to Fig. Fig may use any artwork or printing produced by itself for the purposes of promoting itself. The customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs, etc. The customer will indemnify Fig and their agents from any claim arising thereof.
7. **Company imprint** – Unless otherwise specifically requested in writing all work will carry our company imprint which will be positioned at our discretion.
8. **Delivery and payment** – For orders made on a guaranteed turnaround service – Should we fail to deliver within the agreed schedule (see also 9. Variations in quantity), a 'credit' will be awarded. The customer will still be obliged to pay in full for the order, including any premium, but will receive an additional 'credit' (redeemable against future orders within 6 months of issue) up to the value of the order. These services rely on the customer not delaying the progression of the order in any way, e.g. not returning proofs on time or
9. **Variations in quantity** – Every endeavour will be made to deliver the correct quantity ordered. However some variation is inherent in the print process and it is understood and accepted as reasonable that minor variations (defined below) are not material to the contract. In order to maintain low prices by avoiding frivolous claims, no claim will be accepted in lieu of said immaterial shortage. For other variations a pro rata credit or 1.5x pro rata credit, redeemable against future orders will be awarded as defined below:

	Up to 1,000	Up to 5,000	Up to 20,000	Above 20,000
No credit awarded	Shortage up to 10%	Shortage up to 7%	Shortage up to 5%	Shortage up to 4%
Pro Rata Credit	11% to 20%	8% to 15%	6% to 12%	5% to 10%
1.5x Pro Rata Credit	21% to 25%	16% to 23%	13% to 21%	11% to 20%

10. **Claims** – Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to Fig and the carrier within three clear days of delivery (or, in the case of non-delivery within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to Fig and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to Fig within 28 days of delivery. Fig shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.
11. **Liability** – Fig shall not be liable for any loss to the customer arising from delay in transit not caused by Fig.
12. **Standing material** –
 1. Except in the case of a customer who is not contracting in the course of a business or holding himself out as doing so, customer's property and all property supplied to Fig by or on behalf of the customer shall while it is in the possession of Fig or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.
 2. Fig shall be entitled to make a reasonable charge for the storage of any customer's property left with Fig before receipt of the order or after notification to the customer of completion of the work.
13. **Customer's property** –
 1. Except in the case of a customer who is not contracting in the course of a business or holding himself out as doing so, customer's property and all property supplied to Fig by or on behalf of the customer shall while it is in the possession of Fig or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.

2. Fig shall be entitled to make a reasonable charge for the storage of any customer's property left with Fig before receipt of the order or after notification to the customer of completion of the work.

14. Materials supplied by the customer –

1. Fig may reject any paper, plates or other materials supplied or specified by the customer which appear to him to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the Fig in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.
2. Where materials are so supplied or specified, Fig will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.
3. Quantities of materials supplied shall be adequate to cover normal spoilage.

15. Credit terms – For invoices not settled within the agreed credit terms, Fig reserves the right to charge interest on the overdue debt at 2.5% above the HSBC base rate at the time and an administration fee to cover the debt recovery costs.

16. 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, Fig without prejudice to other remedies shall (i) 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 (ii) 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.

17. Illegal matter –

1. Fig shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party.
2. Fig shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

18. Periodical publications – A contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks notice in writing is given in the case of periodicals produced monthly or more frequently or 26 weeks notice in writing is given in the case of other periodicals. Notice may be given at any time but wherever possible should be given after completion of work on any one issue. Nevertheless Fig Creative Ltd. may terminate any such contract forthwith should any sum due thereunder remain unpaid.

19. Full colour printing – Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, Fig reseller shall not be required to guarantee an exact match in colour or texture between the customer's photograph, transparency, proof or electronic graphic file and the printed article.

20. Force majeure – Fig shall be under no liability if he 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 or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to Fig elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

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

22. Consequential loss – Fig accepts no liability whatsoever for consequential or third party losses, resulting in a delay in delivery howsoever caused.