Terms & Conditions

Description

1. Landor UK Ltd, a company registered in England and Wales (registered number 4913801) whose registered office is at 51 Clarence Road, Fleet, Hampshire, GU51 3RY.
2. Copyright â?? Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by Landor UK Ltd shall vest in and belong to Landor UK Ltd. Landor UK Ltd may use any artwork or printing produced by itself for the purposes of promoting itself. The customer shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text and/or any other reproducible materials (â??Materialsâ?•) prior to instructing Landor UK Ltd to reproduce the same. The customer shall indemnify and hold Landor UK Ltd and its representatives harmless against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (including but not limited to the defence of such claim) that the reproduction of the Materials by Landor UK Ltd infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party.
3. Delivery â?? Turnaround is measured in Working Days, defined as days on which the clearing banks in the City of London are open for normal business. Turnaround from receipt of the file to delivery is 7 days, unless otherwise stated at the time of order.
4. Claims â?? Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to Landor UK Ltd 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 Landor UK Ltd.
5. Liability â?? Landor UK Ltd gives no warranties or guarantees and makes no representations as to the merchantability or fitness for a particular purpose of any completed work the subject of a customerâ??s order, and all other warranties, conditions, guarantees or representations, whether express or implied, oral or in writing, except as expressly stated in these terms and conditions, are hereby excluded. Landor UK Ltd shall not be liable for any loss arising from delay in transit not caused by Landor UK Ltd. Further, Landor UK Ltd shall not be liable for any indirect, special or consequential damages, loss of profits, economic loss, loss of goodwill, loss of anticipated savings or loss of data. The total aggregate liability of Landor UK Ltd in respect of any and all causes of action arising out of or in connection with the customerâ??s order and Landor UK Ltdâ??s performance of services pursuant to such order (whether for breach of contract, strict liability or tort (including, without limitation, negligence, misrepresentation or otherwise)) shall be limited to the sums paid to Landor UK Ltd by the customer in respect of the order pursuant to which liability has arisen. Nothing in these terms and conditions shall be construed so as to limit or exclude liability which cannot, pursuant to English law, be excluded or limited, including for death or personal injury or liability in respect of fraud or fraudulent misrepresentation.
6. Customerâ??s property â?? The customerâ??s property and all property supplied to Landor UK Ltd by or on behalf of the customer shall, while it is in the possession of Landor UK Ltd or in transit to or from the customer, be deemed to be at the customerâ??s risk unless otherwise agreed, and the customer should insure such property accordingly.
7. Illegal matter â?? (a) Landor UK Ltd shall not be required to print any matter which in its opinion is or

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may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party. (b) Without prejudice, the customer shall indemnify and hold Landor UK Ltd harmless against all claims, demands, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of the work it is required to produce pursuant to a customer order being or being alleged to be defamatory.
8. Full colour printing â?? All reasonable efforts shall be made to obtain the best possible colour reproduction on the customerâ??s work, but variation is inherent in the print process and it is understood and accepted as reasonable that Landor UK Ltd shall not be required to guarantee an exact match in colour or texture between the customerâ??s photograph, transparency, proof, electronic graphic file, previously printed matter or any other materials supplied by the customer and the printed article the subject of the customerâ??s order.
9. Data Protection â?? By placing an order with Landor UK Ltd, the customer consents to its details being retained for marketing purposes. The details will be kept by Landor UK Ltd even after the customerâ??s trading relationship with Landor UK Ltd has terminated. Landor UK Ltd may use the customerâ??s personal data to let customers know about goods and services similar to the goods or services provided to the customer.
10. Force majeure â?? Landor UK Ltd shall be under no liability if it is unable to perform any obligation owed by it to the customer for any reason beyond its 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 Landor UK Ltd elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
12. Variation to Terms and Conditions â?? These terms and conditions may be amended from time to time. The latest version of these terms and conditions may be accessed via the Website.
13. Law â?? These terms and conditions and all other express terms of the contract with customers shall be governed by and construed in accordance with English law. The English courts shall have jurisdiction in relation to any matters arising in connection with any contract between Landor UK Ltd and the customer into which these terms are incorporated.

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Date Created
2017/09/20
Author
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