

Standard Terms and Conditions



1. DEFINITIONS

1.1 In these conditions:

'CLIENT' means the person named on the Order Sheet for whom the Supplier has agreed to provide the Specified Service in accordance with these Conditions and shall include their respective successors in title to substantially the whole of their respective undertakings.

'CONTRACT' means the contract for the provision of the Specified Goods and Service.

'DOCUMENT' includes, in addition to a document in writing, any map plan, graph, drawing or photograph, any film, negative, tape, or other devise embodying visual images and any disc, tape or other devise embodying any data.

'INPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Client relating to the Specified goods or service.

'OUTPUT MATERIAL' means any documents or printed materials, and any data or other information

'ORDER SHEET' means the sheet to which these Conditions are appended.

'SPECIFIED SERVICE' means the Goods and Services to be provided by the Supplier for the Client and referred to in the Order Sheet.

'SUPPLIER' means Ganda Media Limited registered in England under number 6204624 and shall include its permitted assignees.

'SUPPLIER'S STANDARD CHARGES' means the charges shown in the Supplier's brochure or other published literature or electronic literature relating to the Specified Goods or Service.

1.2 The headings in these conditions are for convenience only and shall not affect their interpretation.

2. SUPPLY OF SPECIFIED GOODS AND SERVICES

The Supplier agrees to design, print, insert and distribute the Promotion Materials ("the Services") for The Client as follows:

(a) Take receipt of the Promotion Materials, or design the Promotional Materials according to the Instructions on the Order;

(b) Print the Promotional Materials according to Instructions on the Order;

(c) Insert the Promotional Materials or products according to the Instructions on the Order;

(d) Distribute the Promotional Materials at the Venues specified on the Distribution schedule

(e) Use its best endeavors in carrying out the Services and to ensure that the Services are carried out in a responsible professional and courteous manner in order to market as effectively as possible the events venues, products or services featured in the Promotion Materials.

(f) The client shall at its own expense supply the Supplier with all necessary Documents and other materials, and all necessary data or other information relating to the Specified Goods or Service in accordance with the Order. The Client shall insure the accuracy of all Input Material and will be responsible for proofing Material for any errors or omissions.

(g) The Client shall at its own expense retain duplicate copies of all Input Material and insure against accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused and the Supplier shall not be responsible for returning Material.

3. ORDER FOR WORK

(a) No contract shall exist between the Supplier and the Client until the Supplier has accepted an Order from the Client by verbal agreement, facsimile, email or post to the relevant employee

(b) The Supplier shall lay out specifications of an order in a quotation which will be valid for 14 days unless otherwise specified any order without a quotation shall be charged at the Suppliers published prices.

(c) Any changes to an Order must be agreed between the Supplier and the Client before any work has commenced.

(d) Cancellation of an Order will be subject to a cancellation fee and any other applicable charges.

(e) Payment must be received in full for an Order before the Order will commence unless a formal account has previously been set up.

4. SUB-CONTRACTING AND ASSIGNMENT

(a) Ganda Media Ltd. may assign the benefit and burden of its rights and obligations resulting from this contract to any third party.

(b) The Designer, Distributor or Printer may not without Ganda Media's consent sub-contract, assign, transfer or in any other manner make over the benefit and/or burden of its rights and obligations hereunder to any third party. Notice of a proposed assignment by the Designer, Distributor or Printer must be given to Ganda Media Ltd.

5. STANDARD CHARGES

(a) Subject to any special terms agreed, the Client shall pay the Supplier's Standard charges and any additional sums which are agreed between the Supplier and the Client for the provision of the specified Goods or Service, or which in the Suppliers sole discretion, are required as a result of the Clients instructions or lack of instructions in the inaccuracy of any Input Material or any other cause attributed to the Client.

(b) The Suppliers Standard Charges and all other costs will be laid out in an invoice to the Client. Any query with regards to Suppliers charges must be raised with the Supplier within 30 days of the invoice tax date.

(c) The Client must pay the Supplier within the credit terms laid out on the invoice, and without any set-off or other deduction. Clients without a formally set up account with the Supplier must pay the Supplier in full before commencement of an Order.

(d) Failure to pay the Supplier within the given Terms shall result in immediate removal of any credit facilities and may result in legal action being pursued with interest being charged at the current rate. Any invoice outstanding beyond the given terms may be referred to Daniels Silverman Ltd or equivalent, and will be subject to a further surcharge of 20% plus VAT to cover the collection costs incurred. This surcharge together with all interest, other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.

(e) Ganda Media Ltd shall be able to change the suppliers' Standard charges from time to time and shall be laid out in the Suppliers current pricing documentation.

(f) All charges quoted to the Client for the provision of the specified Goods or Service are exclusive of Value Added Tax, for which the Client shall be additionally liable at the applicable rate.

(g) Unless previously confirmed by the Supplier in writing, agree that any director or shareholder of the Client with greater than 10% stake be held personally liable for any and all outstanding charges.

(h) All payment shall be first attributed to overdue invoices, oldest first. Client may only specify order of payment when there are no overdue invoices on the account.

6. PROPERTY

The property and any copyright or other intellectual property rights in:

(a) Any Input Material shall belong to the Client.

(b) Any Output Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Output Material for the purpose of utilizing the Specified Goods or Service.

7. LIABILITY AND INDEMNITY

(a) Except in respect of death or personal injury caused by Ganda Media's negligence, Ganda Media Ltd. shall be under no liability for any loss or damage (whether direct, indirect, or consequential and including loss of profit, loss of business, depletion of goodwill, loss of business opportunity or loss of savings) howsoever arising which may be suffered by the Client as a result of Ganda Media's actions or failure to act.

(b) The Supplier warrants to the Client that the Specified Goods or Service will be provided using reasonable care and skill and as far as reasonably possible, in accordance with the Order sheet, and within the times referred to in the Order sheet. Where the Supplier supplies any goods including Output Material supplied by a third party the Supplier does not give any warranty, guarantee or other terms as to their quality fitness or purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.

(c) The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, illegible, out of sequence or in the wrong format, or arising from their late arrival or non arrival, or any other fault of the Client.

(d) The Supplier shall not be liable to the Client or deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Suppliers obligations in relation to the specified Goods or Service, if the delay or failure was due to any cause beyond the Suppliers reasonable control.

Where complaint may arise with any goods or service provided by the Supplier the Client must notify the Supplier in writing within 7 days of receipt of the goods or service.

Although Ganda can provide you with a professional opinion, Ganda gives no guarantee or makes any representations as to the suitability of any completed work for a particular purpose whether expressed or implied through oral or in writing, except as expressly stated in these terms and conditions. Except as may be implied by law and except in the case of death or personal injury, in the event of any breach of these Terms and Conditions by us the remedies to you shall be limited to damages which shall in no circumstances exceed the price of the Goods that you have paid for. We shall under no circumstances be liable for any indirect, incidental or consequential damages.

8. TERMINATION

(a) The Client shall be entitled to terminate the Contract at any time by giving not less than three months written notice to the Supplier.

(b) Either party may at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written or verbal instruction to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary agreement with his or its creditors or has a receiver or administrator appointed.

9. HEADINGS

Headings shall not affect the meaning or interpretation of this contract.

10. SEVERABILITY

If and insofar as any part or provision of these conditions is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of these conditions and the remaining provisions of these conditions shall continue in full

force and effect. The parties shall meet to discuss the void and unenforceable provisions and shall substitute therefore a lawful and enforceable provision, which so far as possible results in the same economic effects.

11. NOTICE

Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be relevant having been notified pursuant to this provision to the party giving the notice and may be delivered personally or by facsimile or email transmission or first-class post. A notice shall be deemed to have been served (if personally delivered) at the time of delivery or (if sent by first-class post) forty-eight hours after posting or at the time of transmission if sent by facsimile or email transmission.

12. GENERAL

(a) These Conditions (together with the terms, if any, set out in the Order sheet constitute the entire agreement between the parties, supersede any previous agreement or understanding any may not be varied except in written agreement between the two parties. All other Terms and Conditions, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by the law.

(b) These Conditions and all other express terms of the contract shall be governed by and construed in accordance with the laws of England and Wales and all disputes arising out of these Conditions shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

(c) No failure or delay by either party in exercising its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

13. DELIVERY

Delivery times shown in product descriptions or stated within a quotation are estimations only. Although Ganda tries its very best to ensure that any order is delivered on time, Ganda shall not be liable for any losses, costs, damages or expenses incurred by the Customer arising directly or indirectly out of any failure to meet any estimated delivery date. Ganda will not be under any liability whatsoever in the event that they are prevented or delayed from supplying or making delivery of any Goods by any reason or cause beyond their control.

Ganda will not take responsibility for delayed deliveries resulting from the Courier not following instructions regarding a delivery time or providing a delayed service. If Ganda provides and dispatches a product according to our own stated time frames, complaints arising from delayed deliveries will not be accepted. Deliveries take place to an address previously specified by the customer upon making the order. Once the order has been placed this cannot be changed. Only on an occasion where a delivery takes place exceeding the estimated timeframe by 14 working days, (deemed as a reasonable period of time), will Ganda consider a reprint or refund for any order. Ganda solely reserves the right to make this decision on an individual basis. Excess or short deliveries of up to 10 % of the ordered quantity are to be accepted.

14. REFUNDS / CANCELLATIONS

Due to nature of the products that are sold, refunds for products that are already printed or in the printing process are not possible. Artwork/design refunds are also not possible whatsoever as this is the labour fee we charge for the designers work and/or time.

15. DEFECTS

If a defect to any delivered goods occurs for which Ganda are responsible Ganda reserves the right to offer a replacement or reprint. Only in the case of such reprint being unsuitable will Ganda offer a partial or full refund. Ganda reserves the right to solely decide whether a product is of suitable quality. Ganda does not take responsibility for any product damage occurring from transit between our Store / Factory and our customer. All goods are handed over to our Couriers in high quality packaging and in a good condition. Once the goods are with our Couriers we are not responsible for any damages that may occur. It is the Customers responsibility to take this up with the Courier. Ganda will try their best to help you sort out any issues you may have, however we strongly recommend that any Customer should not accept any goods in a damaged condition. In the case where the Customers products are needed urgently, Ganda would recommend that the Customer sign the acceptance form as DAMAGED so that further claims may be made between themselves and the Courier. If any part of an order is used or distributed by the Customer, Ganda reserves the right to deem the order as acceptable and therefore no reprint or refund will be authorised. Ganda also reserves the right to collect the entire order of defected products from the Customer, should a reprint be authorised. Ganda will not accept any defect to an order if the artwork does not meet their exact artwork specifications regarding colour mode, format, size, colour saturation and bleed. It is the customers responsibility to check these details before placing the order, which can easily be found on our website or by contacting us

If the defect that applies to the finished products is below or up to 10% of the total ordered quantity, Ganda reserves the right to deem this product to be of satisfactory quality and therefore this order is to be accepted. In such a case of defect to delivered goods Ganda must be informed within 5 working days upon the date of delivery. If a complaint is made outside of this time, Ganda reserves the right to offer no refund / reprint for this order. It is the sole responsibility of the Customer to ensure that Ganda is informed of any defect that they may find

16. PAPER & CARD PRODUCTS

Ganda uses partially recycled and genuine FSC papers and card stocks for all of their products, as well as offering some 100% Recycled products. Within any of these products, the weight of the paper or card is calculated and stated as a certain GSM. (Example 250gsm, 300gsm etc). This gsm is based on an average weight of the stock in grams, over a size of 1 x Square Metre, and does not reflect the thickness of the stock, as this can vary from piece to piece. Ganda reserves the right for any paper or card to have a tolerance of +/- 10 of the stated gsm and still be classed as acceptable. Whilst Ganda tries its best to keep continuity from order to order, it is natural for paper stocks to vary from one batch to another in both thickness and appearance. Although Ganda will ensure to its best ability that all paper or card products have the required GSM (allowing for the +/-10 tolerance) Ganda cannot guarantee that any paper or card stocks will have the same appearance or quality from one order to the next.

17. CONTENT / INVOICES

It is up to the Customer to check any artwork and content for a product to be ordered. Ganda does not accept any liability for errors within the artwork as it is the on the Customers authority and approval that orders go to print. Although Ganda can create print-ready proofs which are sent back for the Customer to confirm, it is solely their responsibility to check through these proofs for typing mistakes and errors, be this on artwork supplied by themselves or created by Ganda. It is up to the Customer to ensure that any artwork meets Ganda's Design specifications, which can be found via the website on every product page. It is also the responsibility of the Customer to check through the appropriate invoice to ensure that they are getting the quantity and the correct goods that they require. Ganda does not accept liability for any losses, costs or expenses incurred by the Customer not checking and approving the invoices correctly.

18. FULL COLOUR PRINTING

All reasonable efforts shall be made to obtain the best possible colour reproduction on any order but variation is inherent in the print process and it is understood and accepted as reasonable that Ganda shall not be required to guarantee an exact match in colour or texture by materials supplied by the customer. With any printed material, slight differences from the original, including screen proofs sent by Ganda, or any previous orders, cannot be rejected. Ganda reserves the right to solely decide if these deviations are acceptable.

19. PAYMENT METHOD

Ganda requires FULL PAYMENT of any order before proceeding to print, unless otherwise agreed in writing. At present Ganda accept payment either by Cash, Card Payment (All major credit and debit cards), Internet – Card Payment (Visa, Mastercard, Maestro (Domestic and Solo) JCB and commercial cards), Cheque (made payable to GANDA MEDIA LTD.) or direct payment into their bank account. (Please contact info@ganamediasolutions.com for more details). Ganda reserves the right to make a charge for certain payment methods. For either of these methods Ganda will require the total amount to be cleared into our account before going ahead with the order unless otherwise agreed in writing. There will be no delivery of goods until cleared funds are received.

Agreed by:

On behalf of:

Signed:

Date: / /