

BRIDSON & HORROX LIMITED SUPPLY OF GOODS AND SERVICES

TERMS AND CONDITIONS OF TRADING

1. DEFINITIONS
- 1.1 "Supplier" means Bridson & Horrox Limited of Print House, Hills Meadow, Douglas, Isle of Man, IM1 5EB.
- 1.2 "Buyer" means the person specified in the Contract where the same shall be reduced to writing or in the absence thereof the person requesting the supply of Goods and/or Services from the Supplier.
- 1.3 "Services" means the processes of design, creative artwork, printing, binding and any process associated therewith performed by the Supplier pursuant to the Contract upon Buyer's or Supplier's Materials.
- 1.4 "Buyer's Materials" shall mean materials supplied directly by the Buyer to the Supplier from sources independent of the Supplier for the purpose of having Services performed upon such materials.
- 1.5 "Supplier's Materials" shall mean any materials purchased by the Buyer from the Supplier for the purpose of having Services performed upon such materials.
- 1.6 "Goods" means any articles, materials or equipment which the Buyer agrees to have supplied by the Supplier pursuant to a Contract but shall exclude Supplier's Materials.
- 1.7 "Finished Goods" means any Buyer's and/or Supplier's Materials in respect of which the Services to be performed pursuant to the Contract have been executed.
- 1.8 "Price" means the Price for the Goods and/or Services but shall exclude carriage, packing and insurance and VAT.
- 1.9 "Delivery Date" means the date specified in the Contract or otherwise advised to the Buyer by the Supplier for delivery of Goods and/or Finished Goods.
- 1.10 "VAT" means Value Added Tax.
- 1.11 "Contract" means the request by the Buyer for the supply of Goods and/or Services which request may be in writing or verbal as accepted by the Supplier and evidenced by the Supplier in a Work Docket, Acknowledgement of Order, Delivery Note and/or Invoice or otherwise in writing or by the physical delivery of Goods and/or Finished Goods.
- 1.12 "Invoice" means the Supplier's written request for payment from the Buyer of the Price and such other outstanding sums as are specified therein.
- 1.13 "Work Docket" means the document prepared by the Supplier in respect of Services detailing the Services required by the Buyer.
- 1.14 "Acknowledgement of Order" means the document prepared by the Supplier and issued to the Buyer in respect of Goods and/or Finished Goods and/or Services detailing the same required by the Buyer.
- 1.15 "Delivery Note" means the document prepared by the Supplier recording the Buyer's request for the supply of Goods and/or Services and/or the physical delivery of Goods and/or Finished Goods.
- 1.16 "Proof" means any Finished Goods or part thereof produced by the Supplier by way of demonstration sample or example for the Buyer's inspection.
- 1.17 "Incidental Costs" means the cost of carriage, packing, insurance, VAT and such other sums arising as specified in the Contract.
2. CONDITIONS OF SUPPLY
- 2.1 These Terms and Conditions shall apply to all Contracts for the supply of Goods and/or Finished Goods and/or Services by the Supplier to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply in any document or otherwise.
- 2.2 Any request for Goods and/or Finished Goods and/or Services by the Buyer shall be deemed to be an offer by the Buyer to purchase the same pursuant to the same Terms and Conditions.
- 2.3 Acceptance of delivery of Goods and/or Finished Goods by the Buyer shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 No variation to these Terms and Conditions shall prevail unless agreed in writing by a Director of the Supplier.
3. QUOTATIONS
- 3.1 The Supplier may issue Quotations to the Buyer in respect of Goods and/or Services to be purchased. Such Quotations are for information purposes only and the details contained therein including the descriptions of Goods and Finished Goods and any illustrations thereof shall not bind the Supplier until such time as incorporated in a Contract.
4. CONTRACT
- 4.1 Any amendment made to a Contract by a Buyer after conclusion of the same shall require express acceptance by the Supplier in writing. Any additional costs, including increased labour costs, costs of modifying existing Goods and/or Finished Goods and/or scrapping the same shall be borne in entirety by the Buyer. Any delay or failure in the Supplier meeting the Delivery Date arising from or in connection with such amendment shall be accepted by the Buyer without penalty for the Supplier.
5. SKETCHES, DESIGNS, BLOCKS, ARTWORK, PROOFS AND INDUSTRIAL PROPERTY RIGHTS
- 5.1 Metal, film, glass and any other material used by the Supplier in connection with the supply of the Services shall remain the exclusive property of the Supplier who retains the right to distribute Type and/or efface lithographic, photogravure or other work immediately upon execution of the Contract save where the parties expressly agree in writing that the same shall be preserved in which event the Supplier shall be entitled to charge and the Buyer obliged to pay such reasonable storage charges as the Supplier shall from time to time require.
- 5.2 Copyright, design rights and any other intellectual property rights in any original work, design or specification including any Proof produced by the Supplier and any sketches and artwork shall remain in the Supplier and any technical manuals, drawings, designs and specifications supplied by the Supplier to the Buyer shall remain the property of the Supplier to be carefully preserved by the Buyer and returned to the Supplier on demand. The Supplier gives no permission to the Buyer to use any such literature or drawing or exploit any rights in connection therewith save as is expressly contained in or necessarily arising from the Contract.
- 5.3 The Buyer warrants that any designs, specifications, artwork, sketches, blocks, Proofs or text supplied to the Supplier in connection with the provision of Goods and/or Services belong to the Buyer and/or that the Buyer is entitled to use such material in such way and to license the Supplier to use such material for the purpose of executing the Contract and indemnifies the Supplier against any claim by a third party in respect of breach or infringement of copyright patent trade mark or registered design or other claim howsoever arising in connection with the Supplier's use of such material.
6. BUYER'S MATERIALS
- 6.1 The Supplier makes no representations in respect of the suitability of any Buyer's Materials for the purposes of the Contract and shall not be required to inspect or warrant the suitability of such materials. The Supplier shall not be taken to have warranted the quality of the Buyer's Materials nor their suitability merely by using such Buyer's Materials in the execution of the Contract. The Supplier shall not be liable for any defect in the Goods and/or Finished Goods or for any delayed or failed delivery arising from unsuitability of Buyer's Materials or shortage in the quantity thereof supplied by the Buyer and the Buyer shall be liable to meet any additional costs incurred by the Supplier by reason of the unsuitability of such Buyer's Materials including costs relating to damage to equipment, additional labour costs and consequential losses arising therefrom.
- 6.2 Notwithstanding the foregoing provisions the Supplier may, without incurring liability for delayed or failed delivery, reject all or any part of the Buyer's Materials or other property of the Buyer which appears to be unsuitable for use in connection with the Contract. Failure by the Supplier to so reject Buyer's Materials or other property shall not be construed as a representation by the Supplier of their suitability.
- 6.3 Buyer's Materials and all other Buyer's property shall be supplied in a timely fashion and in such quantities as to cover normal spoilage; all such Buyer's Materials and property will be held, worked on and carried by the Supplier at Buyer's risk.
- 6.4 The supplier shall not be held responsible for any buyer's material or other buyer's property whilst in suppliers possession, custody or control and in particular shall not be liable for any loss, damage or destruction thereof for which the buyer shall remain solely responsible and in the case of loss a receipt signed by or on behalf of the buyer indicating return of the buyer's materials or other property shall be conclusive evidence as between supplier and buyer of the return of such materials and property to the buyer.
7. QUANTITIES
- 7.1 The Supplier will use best endeavours to deliver the quantity of Goods and/or Finished Goods specified in the Contract but any shortage or surplus charging pro rata and not exceeding 5% in general and 10% in respect of Finished Goods in respect of which colour printing Services have been executed shall be considered due execution of the Contract and the Buyer shall accept the same subject to a pro rata increase or reduction in the Price and Incidental Costs.
8. TYPEFACES
- 8.1 Unless otherwise expressly agreed in writing the Supplier may, in the provision of Services, use whichever existing typeface is in its possession and nearest in appearance to that required by the Buyer and the Price and Delivery Date contained in any Quotation and/or Contract are based on the Buyer's acceptance of such typeface.
9. PROOFS
- 9.1 Where the Buyer so requires the Supplier shall make available a Proof for the Buyer's approval and corrections. The cost of such a Proof shall not be included in the Price unless specifically agreed in writing in advance and shall be charged for at the Supplier's prevailing print rates at that time.
- 9.2 The cost of any amendments, including any alterations of style, author's corrections or howsoever, required to be made to the Finished Goods at the Buyer's request consequent upon supply of a Proof shall be borne by the Buyer.
- 9.3 The Supplier shall not be responsible or liable for errors appearing in the Finished Goods after a Proof of the same has been supplied to and signed by the Buyer.
10. DELIVERY
- 10.1 Delivery of Goods and/or Finished Goods or part thereof if so agreed in the Contract shall be accepted by the Buyer at any time on or before or within 3 months of the Delivery Date upon notification by the Supplier that such Goods and/or Finished Goods are ready for despatch.
- 10.2 In the event of the Buyer refusing to accept delivery in accordance with clause 10.1 the Supplier shall be entitled to:
 - i) Treat the contract as at an end and re-sell the Goods and/or Finished Goods and receive forthwith from the Buyer any difference between the Price and Incidental Costs and the proceeds arising from such re-sale.
 - ii) To invoice the Buyer in respect of the Goods and/or Finished Goods in which event the Buyer shall be liable to pay the full Price and Incidental Costs forthwith.
 - iii) To charge the Buyer storage in respect of the Goods and/or Finished Goods from the date that delivery is refused until such date as Delivery is accepted and/or the Supplier re-sells or otherwise disposes of the Goods and/or Finished Goods and throughout such period of storage risk in the Goods and/or Finished Goods shall rest with the Buyer.
- 10.3 The Supplier shall not be liable for any failure to deliver the Goods and/or Finished Goods on the Delivery Date where such failure arises from any fault on the part of the Buyer or Buyer's agent whether in the supply of Buyer's Materials, faults in the Buyer's Materials occasioning delay, amendments to the Contract initiated by the Buyer or howsoever neither shall the Supplier be liable for any other delay in delivery or failure to deliver save where such failure or delay has been directly caused by the Supplier's fault and the Date of Delivery has been expressly stated in writing to be of the essence. In no circumstances shall the Supplier be liable for any consequential loss arising in respect of delay in delivery or failure to deliver.
- 10.4 Where the Goods and/or Finished Goods are to be delivered in instalments late delivery of any one or more instalment shall not entitle the Buyer to reject any other instalment.
- 10.5 Delivery shall be made to the Buyer at the Address specified on the Contract and a responsible person acting as agent of the Buyer must inspect the Goods and/or Finished Goods and sign the Delivery Note accepting Delivery of the same. In the absence of such agent acceptance of delivery shall be deemed to have occurred when the Goods and/or Finished Goods are off-loaded from the Supplier's vehicle at the delivery address.
11. BUYER'S CLAIMS/RETURN OF GOODS
- 11.1 Any claim by the Buyer in respect of damage to, loss of or defect in the delivered Goods and/or Finished Goods including claims in respect of quantity variations must be made in writing to the Supplier within 5 working days.
- 11.2 In no circumstances will the Supplier accept the return of any Goods and/or Finished Goods delivered to the Buyer where such return is sought to be made seven days or more after Delivery or where the Goods and/or Finished Goods or any part thereof have been damaged in any way by the Buyer.
12. PRICE AND PAYMENT
- 12.1 Any price appearing in a Quotation shall be subject to market fluctuations and the Price of Goods and/or Finished Goods and/or Services shall be the Supplier's prevailing price at the time of the Contract subject to any subsequent variation therein arising by reason of an increase or decrease in the costs of provision of the Services and/or Goods and/or Finished Goods whether such increase relates to the cost of materials, processes of production, distribution or whatsoever.
- 12.2 Incidental Costs shall be charged in addition to the Price at the rate agreed in the Contract or in the absence of such agreement at the rate prevailing on the date of despatch of Goods and/or Finished Goods or the date of Invoice whichever shall be the later.
- 12.3 Payment of the Price and Incidental Costs shall be due within 30 days of the date of Invoice which shall be issued to the Buyer within 7 days of delivery of Goods and/or Finished Goods.
- 12.4 Should execution of the Contract be delayed or suspended for a period of 30 days or more at the request or fault of the Buyer the Supplier shall be entitled to increase in the price and incidental costs as represent payment for the Goods and/or Finished Goods and/or Services already supplied or the work done in connection therewith and for any costs or expenses in respect of prospective work necessarily incurred at or before such delay or suspension.
- 12.5 If the Buyer fails to make any payment on the due date then the Supplier may without prejudice to any other right:
 - i) suspend or cancel deliveries of any Goods and/or Finished Goods due to the Buyer and/or
 - ii) appropriate any payment made by the Buyer to such of the Goods and/or Finished Goods supplied under any agreement with the Buyer as the Supplier shall in its sole discretion decide.
- 12.6 The Supplier may set-off against any payment due by the Buyer any payment owing by the Supplier to the Buyer. The Buyer shall be liable to pay interest on all overdue amounts owing to the Supplier at the rate of 3% pa over Bank of England Minimum Lending Rate compounded on a quarterly basis.
- 12.7 Time of payment of the Price and Incidental Costs in accordance with these Terms and Conditions shall be of the essence.
13. TITLE
- 13.1 In spite of delivery of the Goods and/or Finished Goods having been made by the Supplier and accepted by the Buyer Title to the Goods and/or Finished Goods shall not pass from the Supplier to the Buyer until:
 - i) The Buyer shall have paid the Price plus any other sums payable under the Contract in full AND
 - ii) No other sums whatever shall be due from the Buyer to the Supplier.
- 13.2 Until such time as Title passes to the Buyer in accordance with the foregoing provisions the Buyer shall hold the Goods and/or Finished Goods on a fiduciary basis as trustee for the Supplier. The Buyer shall carefully store the Goods and/or Finished Goods at no cost to the Supplier separately from all other goods in its possession in such manner as to ensure there shall be no deterioration in the condition of the Goods and/or Finished Goods and marked in such a way that they are clearly identified as the Supplier's property.
- 13.3 Notwithstanding that the Goods and/or Finished Goods (or any of them) remain the property of the Supplier the Buyer may sell or use them in the ordinary course of the Buyer's business at full market value for the account of the Supplier. Any such sale or dealing shall be a sale or use of the Supplier's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. The Buyer indemnifies the Supplier in respect of any warranties, conditions or representations, none of which shall bind the Supplier, made or given by the Buyer in the course of such sale or dealing. Until Title in the Goods and/or Finished Goods passes to the Buyer the entire proceeds of sale or otherwise of the Goods and/or Finished Goods shall be held in Trust for the Supplier and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all times identified as the Supplier's money.
- 13.4 The Supplier shall be entitled to recover the Price plus Incidental Costs notwithstanding that Title in the Goods and/or Finished Goods has not passed to the Buyer.
- 13.5 Until such time as Title passes to the Buyer the Buyer shall upon request deliver up to the Supplier such of the Goods and/or Finished Goods as have not ceased to be in existence or resale. If the Buyer fails to do so the Supplier may enter upon any premises occupied or controlled by the Buyer where the Goods and/or Finished Goods are or may be situated and repossess the same. On the Supplier making such request the rights of the Buyer as set forth in Clause 13.3 shall cease.
- 13.6 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods and/or Finished Goods which remain the property of the Supplier. Without prejudice to the other rights of the Supplier if the Buyer acts in breach of these provisions all sums whatever owing to the Supplier shall forthwith become due and payable.
- 13.7 If the Buyer incorporates the Goods and/or Finished Goods into any other products or uses such Goods and/or Finished Goods as material for other products the property in those other products is upon such incorporation or use transferred to the Supplier and the provisions of this clause 13 shall apply mutatis mutandis to such products in place of Goods and/or Finished Goods.
- 13.8 The Buyer shall promptly do all such things necessary to protect the Supplier's rights hereunder including registering the particulars of the Contract where required by any Statute and without prejudice to the other rights of the Supplier failure by the Buyer to do so shall cause all sums howsoever owing by the Buyer to the Supplier to become due and payable forthwith.
14. GENERAL LIEN
- 14.1 Without prejudice to any of its other rights the Supplier shall in respect of any unpaid debts due from the Buyer have a general lien on all property of the Buyer including Buyer's Materials in the possession of the Supplier and shall be entitled upon the expiration of 14 days' notice to sell or otherwise dispose of such property as he thinks fit and apply the proceeds thereof towards satisfaction of such debts.
15. LIMITATION OF LIABILITY
- 15.1 In the event of breach of any of the provisions of the Contract by the Supplier the remedies of the Buyer shall be limited to damages. In no circumstances shall the liability of the Supplier exceed the Price.
- 15.2 Except as expressly provided in writing by the Supplier the Supplier shall have no liability of any kind whatsoever to the Buyer or any third party whether relating to direct, indirect or consequential loss, damage or expense (including loss of profit) whether in contract or in negligence or otherwise.
- 15.3 If Goods and/or Finished Goods are supplied which are not in accordance with the provisions of the Contract the Buyer's sole remedy shall be limited to the Supplier at its option, making good any shortage, replacing any defective Goods and/or Finished Goods or refunding a proportionate part of the Price.
16. WARRANTIES
- 16.1 The Supplier shall not be bound by any oral warranty or representation given or made on its behalf.
- 16.2 Any implied term, condition or warranty statutory or otherwise as to the quality of the Goods and/or Finished Goods and/or Services shall be excluded in their entirety for a particular purpose or merchantability or correspondence with any sample or description is excluded.
17. TERMINATION
- 17.1 Where the Supplier is to supply as a Service the printing of periodical publications the Contract may be terminated by either party serving written notice as follows:

Nature of Publication	Length of Prior Notice
Weekly	13 weeks
Fortnightly	
Monthly	
Two monthly	26 Quarterly weeks
- 17.2 In respect of the supply of Services, Goods and/or Finished Goods other than those specified above the Buyer may terminate only as expressly provided for in the Contract.
- 17.3 Without prejudice to any of its other rights hereunder the Supplier may terminate the Contract forthwith or suspend delivery of any Goods and/or Finished Goods if:
 - i) any sum is due and owing by the Buyer
 - ii) the Buyer is in any breach of any term of the Contract
 - iii) the Buyer enters any composition or arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver shall be appointed over the whole or any part of the Buyer's business or assets.
18. ILLEGAL MATTER
- 18.1 The Supplier reserves the right to refuse to perform any Service which consists of the printing of any matter which in its opinion is or may be of an illegal or libellous nature and the Buyer indemnifies the Supplier in respect of any claim, loss or expense arising in connection with any third party claim relating to the nature or content of any Goods and/or Finished Goods supplied by the Supplier pursuant to a Contract.
19. SUB-CONTRACTING
- 19.1 The supplier reserves the right to licence or sub-contract all or any part of its rights and obligations under this contract without the Buyer's consent.
20. NOTICES
- 20.1 Any notice required to be served pursuant to this agreement shall be in writing and served by first class post or hand on the Supplier at the address herein appearing for the Supplier or such other address as the Supplier may from time to time notify the Buyer and on the Buyer at the Buyer's registered office or the address shown in the Contract for delivery.
21. PROPER LAW
- 21.1 This agreement shall be governed by and construed in accordance with the laws of the Isle of Man and the Supplier and Buyer agree to submit to the jurisdiction of the Courts of the Isle of Man in connection therewith.
22. WAIVER
- 22.1 No waiver or forbearance by the Supplier whether express or implied in enforcing any of its rights hereunder shall prejudice its rights to do so in the future.
23. FORCE MAJEURE
- 23.1 Neither the Buyer nor the Supplier shall be liable for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.
24. DATA PROTECTION AND PRIVACY POLICY
- 24.1 Bridson & Horrox is committed to protecting the privacy of its website users and their personal information. Any personally identifying information that you provide to Bridson & Horrox ("Personal Information") will be used strictly for the purpose of Bridson & Horrox's business of providing an e-commerce web service for online purchasing of office supplies.
- 24.2 Information provided on this website will only be used in accordance with the terms of this Privacy Policy, as set out below.
 1. Use of Personal Information
 - (a) Bridson & Horrox requires your Personal Information (and other information) in order to complete the purchase that you have requested and to contact you in connection with the same. Bridson & Horrox and Spicers Limited confirm that if you supply your postal address online you will only be sent the information for which you provided your address but if you do not wish to receive e-mail from Bridson & Horrox and Spicers Limited in the future, or if you wish to be removed from mailing lists, please let Bridson & Horrox know by writing to the E-Commerce Development Manager, Bridson & Horrox Limited, Print House, Hills Meadow Douglas, Isle of Man, IM1 5EB.
 - (b) Bridson & Horrox may compile reports or statistics concerning the use of and transactions on this website but these reports and statistics contain only aggregated, anonymous data which does not include your Personal Information.
 - (c) Bridson & Horrox may need to contact you in the event of legal proceedings relating to your Personal Information or use of this website or suspension or termination of your access to this website pursuant to its Terms of Use which can be accessed on this site.
 - (d) Bridson & Horrox does not sell, trade or rent your Personal Information unless and until Bridson & Horrox becomes insolvent and is forced to sell its assets or is sold to a third party purchaser and, in those circumstances, we shall ensure that the purchaser abides by this Privacy Policy and the security measures that we have in place to protect your information. Otherwise, Bridson & Horrox will not disclose any of your Personal Information to a third party unless:
 1. You have expressly authorised such disclosure; or
 2. Such party is storing, hosting or processing your Personal Information on behalf of Bridson & Horrox and has agreed to abide by the terms of this Privacy Policy; or
 3. Bridson & Horrox is specifically required to do so by law or court order. If disclosure of your Personal Information is required for legal reasons, such disclosure will be made only to the extent necessary and you will, if reasonably possible, be informed of the disclosure.
 - (e) Bridson & Horrox has notified the Data Protection Registrar of the ways in which it uses and processes information relating to its website users.
 - (f) Bridson & Horrox may place a small text file known as a "cookie" on the hard drive of your computer. By identifying your computer every time you visit this website, the cookie enables you to use the website more efficiently. Bridson & Horrox does not use cookies to track your activities or gather information about you in any other way without your consent.
 2. Security
 - Your Personal Information will be stored and transmitted in a secure manner, and Bridson & Horrox takes appropriate measures to prevent: (a) any loss or destruction of or damage to your Personal Information; and (b) any unauthorised use or disclosure of your Personal Information.
- 24.3 Help Bridson & Horrox Maintain Your Privacy.
If you have any questions or comments about this Privacy Policy or Bridson & Horrox's use of your Personal Information, please contact us at admin@bridson-horrox.com