

# HARDY'S PUBLISHING and PROMOTION LIMITED

## TERMS AND CONDITIONS

### 1. DEFINITIONS

- A. We/Us : Hardy's Publishing and Promotion Ltd. the publisher of the yearbook
- B. You: The Customer who places an order with Hardy's Publishing for the production and purchase of a yearbook
- C. Terms and Conditions : These conditions shall bind us with you and shall supercede any other terms between us and you unless agreed in writing
- D. The Contract : The agreement for the supply and purchase of yearbooks made between you and us in accordance with the order.
- E. The Order as submitted on the Order form, and signed by an individual with the necessary authority.

### 2. ORDERS

- A. You must reserve a place in the production process list by completing the provisional order form and paying the agreed first deposit.
- B. Quotations are based on the accuracy of the specifications provided by the client on the provisional order form. Hardy's can quote a job at time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.
- C. Orders are submitted by sending us the order form, you are entitled to cancel your order, subsequently, and we reserve the right to levy cancellation charges, depending at what point in production you make the cancellation.
- D. We will produce one proof for correction and one final proof for approval, there is no extra charge for either of these proofs.
- E. We reserve the right to levy an amendment charge, should you wish to make amendments to the final proof.
- F. A colour proof is used to simulate how the printed piece will look. Because of differences in equipment, paper, inks, and other conditions between colour proofing and production pressroom operations, a reasonable variation in colour between colour proofs and completed job can occur. Hardy's shall make the final determination of what variation is acceptable.
- G. Hardy's will submit final proofs for your approval. Which shall be returned to Hardy's, with the authorising signature on the red stamp on the proof . Until the final proof is received by Hardy's no additional work will be performed and Hardy's shall not be responsible for any expense or loss caused by the failure to comply with production schedules due to the client's failure to return proofs expeditiously.
- H. Hardy's shall not be responsible for undetected production errors if:  
Final proofs were not required by the client;  
The work was printed as per the client's instructions on the final proof.  
Requests for changes were communicated to Hardy's orally.

### 3. PAYMENTS

- A. A first deposit is payable when making the order, this deposit once paid is non - refundable.
- B. A stage payment of 50% as ordered on provisional order form, will be invoiced to you no later than final proof.
- C. The final Balance will become payable upon receipt of your final order, and no later than seven days after delivery of the yearbooks

### 4. DELIVERY

- A. We will deliver your order to one address (normally school). It is your responsibility to inform us of any different address from that which is on the order form.
- B. For whatever reason, should the books need to be mailed to individual addresses, the cost of the postage must be covered by you the client.

### 5. RIGHTS IN THE YEARBOOK

- A. The copyright in the layout and editorial work, in individual articles and photographs, and individual pages and the yearbook as a whole belongs to Hardy's Publishing and Promotion Ltd.
- B. **It is assumed that permission for the reproduction of any photograph, article or any piece of copy that is included in the book, has been obtained by you, and any licence fees paid.** We will not be held liable for the infringement of any copyright issues whatsoever, that responsibility lies solely with you the customer.
- C. We shall be at liberty to reproduce any part of or whole yearbook at any time and in any quantity at a later date without notifying you or requiring further permission.

### 6. CONTENT OF THE YEARBOOK

- A. We will not publish derogatory, insulting, racist or obscene material. Whilst it is not our role to censor the copy that is sent to us, should we believe that any piece of copy is offensive, we will seek approval from a senior teacher, and will require that the relevant pages are signed and approved by a person with the relevant authority.
- B. Copyrights: The client warrants that the subject matter to be printed is not copyrighted by a third party. The client also recognises that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The client further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the client agrees to indemnify and hold Hardy's harmless for all liability, damages, and legal fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

- C. You will not submit material the publication of which in the yearbook may or will result in any potential claim for, but not limited to defamation, libel or any other legal action.
- D. In the case of individual photographs of children under the age of sixteen, we assume that the express permission from the parents or guardians of those children, has been obtained for the reproduction of those images.
- E. You will not intentionally submit material, the publication of which in the yearbook will infringe the intellectual property rights of a third party. You will notify us immediately of it coming to your attention, that the intellectual property rights have been infringed, or if a third party claims any such infringement
- F. We will endeavour to accommodate all of the copy choices that you make, and we are always available for you to consult with on graphics, editorial and layout issues. But we reserve the right, in consultation with you, to edit and alter the arrangement of the contents of the yearbook if your choices cannot be accommodated for whatever reason.

### 7. WARRANTIES, LIABILITIES AND ASSIGNMENTS

- A. By submitting an order form you warrant that you have the authority to bind the individual contributors to the contract and that all necessary action to authorise the execution of the contract by you has been taken. In particular, you warrant that all permissions and assignments, which permit us to be able to reproduce the individual articles and photographs to be included in the yearbook have been made, agreed and undertaken.
- B. We shall not be liable for any loss or damage to the yearbooks caused by matters out of our control.
- C. We will only accept responsibility for damage to the yearbooks caused in transit if the damage is externally visible and is notified to us in writing and to the carrier within 7 days of the receipt of the yearbooks by you. We will only accept responsibility for non - arrival if this is notified to us in writing within 7 days from the final delivery date as notified to you by us. We accept no responsibility for any damage caused to the yearbooks where delivery is made by post.
- D. We will endeavour to meet the deadlines as set out in the order but we will not be liable for any delay.
- E. In any event our liability shall be limited to the value of your order in accordance with our final invoice to you.
- F. You shall indemnify us and keep us fully informed against all losses, liabilities, costs and expenses in respect of any claims on the grounds that the whole or any part of any article(s) and/or photographs submitted by you to us for inclusion in the yearbook infringes and/or is alleged to infringe any intellectual property rights of a third party.
- G. You shall indemnify us and keep us fully indemnified against all proceedings, claims, demands, expenses, losses and/or damages arising from processing or publishing any information or material you gave us, including, any claims as a result of defamation, false description or breach of any third party rights.
- H. We do not accept any responsibility whatsoever for the choice of content in a yearbook. Should any matter arise that creates an issue over any article or photograph that is included in a yearbook, that is deemed to be offensive, obscene, libellous, derogatory, racist, or otherwise unacceptable, the liability lies entirely with the signatory on the order form, who by signing the form, promises to indemnify us against any potential or real legal action that may arise as a result.. The cost of correcting such material must be met by you, if it falls outside of the criteria for proofing as discussed in section 2.
- I. Whilst we endeavour to advise and support you to the best of our ability throughout the production process, we will not be held responsible for mistakes that have been made as a result of our customers not reading our production guidelines, and who have not taken heed of the advice that is included therein.

### 8. STORAGE

- A. Hardy's will retain all materials until the end product has been accepted by you, and you have settled all outstanding invoices. If requested by you in writing, the materials will be stored for an additional period for an additional charge, such charge to be determined at that time at Hardy's then current rates. Hardy's shall not be liable for any loss or damage to stored material beyond what is recoverable by Hardy's fire and extended insurance coverage.

### 9. CANCELLATION

- A. You may only cancel an order by notifying us in writing. If an order is cancelled, and we have not processed any copy for the order and we have not received a deposit, we will not charge any cancellation fees.  
If any work has been done on your behalf, towards the production of a yearbook, we reserve the right to charge cancellation fees, which will be assessed on a pro rata basis.

### 10. GENERAL

- A. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

### 11. GOVERNING LAWS AND JURISDICTION

- A. The contract between us shall be governed by the laws of England and Wales and the parties shall submit to the exclusive jurisdiction of the English court.