Terms and Conditions

Registered information

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

Copyright

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 ("Materials") prior to instructing Landor UK Ltd to reproduce the same. The customer shall indemnify and hold Landor UK Ltd and 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.

Delivery

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 time of order.

Claims

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.

Liability

Landor UK Ltd gives no warranties or guarantees or makes any representations as to the merchantability or fitness for a particular purpose of any completed work the subject of a customer'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 or loss of anticipated savings or loss of data. The total aggregate liability of the Landor UK Ltd in respect of any and all causes of action arising out of or in connection with the customer's order and Landor UK Ltd's performance of services pursuant to such order (whether for breach of contract, strict liability, 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.

Customer's property

The customer'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 are deemed to be at customer's risk unless otherwise agreed and the customer should insure such property accordingly.

Illegal matter

(a) Landor UK Ltd shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or 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 alleged to be defamatory.

Full colour printing

All reasonable efforts shall be made to obtain the best possible colour reproduction on customer'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 customer'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 customer's order.

Data Protection

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 customer's trading relationship with Landor UK Ltd has terminated. Landor UK Ltd may use the customer's personal data to let customers know about goods and services similar to the goods or services provided to the customer.

Force majeure

Landor UK Ltd shall be under no liability if it shall be unable to perform any obligation which is owed by it to the customer 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 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.

Variation to Terms and Conditions

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.

Law

These terms and conditions and all other express terms of the contract with customers shall be governed and construed in accordance with English law. 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.