

## **GENERAL TERMS OF BUSINESS**

**kdm communications Limited**

### **1. Estimates and Quotations**

- a) All Estimates and Quotations are subject to sight of final (*films etc. extra*) copy and client's final specifications and **kdm** reserves the right to revise them at that stage if necessary.
- b) Estimates and Quotations are valid for 30 days after which they may be subject to variation at the discretion of **kdm**.
- c) All Estimates and Quotations are offered and orders accepted subject to raw materials being available and if raw materials are no longer available at the time of production then Estimates Quotations and orders may be subject to revision at the discretion of **kdm**.
- d) All prices quoted are exclusive of Value Added Tax at the prevailing rate. **kdm** shall be entitled to charge the appropriate amount of Value Added Tax payable in respect of any charges due whether or not included in the Estimate or Quotation.
- e) All Estimates and Quotations are exclusive of costs incurred at the client's request of subsistence, accommodation and exceptional travel by **kdm** personnel on the client's business which will be charged at cost.

### **2. Design and other preliminary work**

All preliminary and additional work carried out at the client's request whether of a design or experimental nature or otherwise and not specifically included in a Contract Estimate or Quotation may be charged for.

### **3. Copyright**

Copyright subsisting in all artwork, written material and other work of whatsoever kind created by **kdm** is the property of **kdm**. Copyright will be assigned absolutely to the client on payment of a fee the amount of which will be related to the value of the material concerned. These copyright terms also apply to photographic work but it should be noted that photographic negatives remain the property of the photographer and may be surrendered for an additional fee.

### **4. Orders**

- a) The client's signature on an Estimate constitutes the placing of an order and agreement to pay for the work so ordered at the estimated price.
- b) All orders are accepted subject to **kdm**'s Terms of Business as current at the time of the order and the placing of an order implies acceptance of these Terms of Business.

### **5. Proofs**

Proofs of all work may be submitted by **kdm** for client approval. **kdm** will accept no responsibility for errors in final material where these should have been but were not corrected by the client in proofs so submitted.

### **6. Client's corrections also known as author's corrections**

Authors' corrections during production after proof including alterations in style and layout will be charged extra to Quotation and will be subject to suppliers' minimum charges per correction.

### **7. Invoicing**

Work will be invoiced upon completion although at **kdm**'s discretion, design illustration typesetting artwork and copywriting may be part-invoiced prior to production of the finished item.

### **8. Delivery**

- a) Additional delivery charges may be incurred where it is necessary to send artwork films or other original material by fully insured courier service.
- b) Should expedited delivery be agreed and necessitate overtime or other additional cost a charge additional to the Quotation may be made.
- c) Delivery of goods shall be accepted and payment becomes due according to normal trading terms upon notification by **kdm** that goods are ready for delivery.
- d) **kdm** reserves the right to make a reasonable charge for the storage of any goods of which delivery is not taken on receipt of such notification.

### **9. Variations in quantity**

Estimates are conditional upon margins of 10 per cent being allowed for overs or shortages the same to be charged or deducted.

### **10. Claims**

Claims for shortage damage failure to meet agreed specification or quality or errors in finished items must be notified in writing to **kdm** within seven days of receipt of the goods. No claims will be entertained if made after this time.

#### 11. Liability

**kdm** shall not be liable for any indirect or consequential damages of any nature howsoever arising and in particular but without prejudice to the foregoing

a) **kdm** shall not be liable for any loss to the client occasioned by delay in carrying out work or delivery of goods

b) **kdm** shall not be responsible for damage caused in transit or during delivery

c) **kdm** shall not in any event be liable in damages to the client in respect of any errors or omissions in carrying out any work beyond the cost of replacement or correction of the faulty goods.

#### 12. Storage

**kdm** reserves the right to make a reasonable charge for the storage of the client's property after completion of the work for which such property was supplied. If no instructions are received from the client regarding disposal after a reasonable period then **kdm** may at its own discretion scrap or otherwise dispose of such property and retain for itself any benefit there from to cover unpaid storage charges.

#### 13. Clients' property

Clients' property and all other property supplied to **kdm** by or on behalf of the client shall while it is in the possession of **kdm** or in transit to or from the client be deemed to be at client's risk unless otherwise agreed and **kdm** shall not be liable for any loss or damage.

#### 14. Confidentiality

**kdm** employees are bound by confidentiality contracts. **kdm** agrees not to reveal any information concerning the client, its products or its operations to any third party other than **kdm**'s agents and as may otherwise be necessary for the execution of work requested by the client.

#### 15. Illegal matter

**kdm** shall not be required to print or publish any matter which in our opinion is or may be of an illegal or libellous nature or an infringement of industry codes of practice or of the proprietary rights of any third party. **kdm** shall be indemnified by the client in respect of any claims costs and expenses arising out of any libellous matter or infringement of any copyright patent or design or of any other proprietary or personal rights contained in any material printed or published for the client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

#### 16. Force majeure

**kdm** shall be under no liability if the company shall be unable to carry out any provision of the contract for any reason beyond the company's control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lockout, strike or other action taken by employees or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the client may by written notice to **kdm** elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

#### 17. Payment terms

Strictly net 45 days. **kdm** reserves the right to charge interest on accounts significantly overdue at a rate to be advised at the time.

#### 18. Law

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.

#### 19. GDPR

**kdm** communications ltd is GDPR compliant. When we receive your personal details as part of our working relationship, these will be held on **kdm**'s secure server. We only ever use your details for the purpose of carrying out our contractual obligations with you.

**kdm** uses selected suppliers for services such as design, web development, SEO, transcription and translation. In some instances, we might share personal data about our clients with these suppliers because the suppliers are necessary if we want to fulfil our contractual agreements with those clients. We have non-disclosure agreements in place with all our suppliers.

Personal data we hold about you can be requested and changed at any time by you the client. After the contract is fulfilled, data will be kept securely for a timely period as it may be necessary to refer back to it at a later date. If at any time we are requested to destroy this information, we will.

If you require **kdm** to contact one of your customers it is the responsibility of you, the client, to seek permission from your customers to share their personal data with us. **kdm** communications will then use this personal data to contact them and explain why we are doing so. After the contract is fulfilled, any personal data will be kept securely for a timely period as it may be necessary to refer back to it at a later date. If at any time we are requested to destroy this information, we will. For more details, please refer to **kdm**'s [privacy policy](#).