

Encore Envelopes Ltd a trading division of The Encore Group (Envelopes and Packaging) Limited

Terms of Trading		
1	Price	
1.1	Unless otherwise stated our quoted price is per one thousand envelopes.	8.1.1
1.2	The price quoted excludes VAT (unless otherwise stated), VAT and other taxes and duties on the goods will be those applying at the time of delivery.	8.1.2
1.3	Unless otherwise stated the price quoted also excludes: delivery, wet proofs, outputting film, typesetting and bleeds.	8.1.3
1.4	Our quotation is given on the basis that you will supply to us, in good time, artwork or film or camera ready copy of suitable quality. This does not apply if you require only our standard envelopes without any overprinting or other changes.	
1.5	Our quotations lapse after 30 days (unless otherwise stated).	8.2
1.6	Prices may be altered without notice to the Customer (although we will endeavor to give reasonable notice to the Customer verbally or in writing) to reflect increases in the cost of manufacture or distribution of the goods which are due to any factors beyond our reasonable control or any changes or delays as a consequence of amendments to specification, quantities or delivery dates or delays in receiving instructions or materials from the Customer.	8.3
2	Delivery	8.4
2.1	All delivery times quoted are estimates only.	8.5
2.2	If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however: 2.2.1 you may not cancel if we receive your notice after the goods have been despatched; and 2.2.2 if you cancel the contract, you can have no further claim against us under that contract.	9
2.3	If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).	9.1
2.4	We may deliver the goods in instalments.	
2.5	Any special requirements regarding delivery shall be advised at the time of ordering.	
2.5	You may not reject the goods or claim damages because we deliver: 2.5.1 for non stock items, up to 5% more or 5% less than ordered (by net invoice value); 2.5.2 for stock items, goods made up to the nearest whole parcel or carton.	9.1.1
2.6	You agree to pay at the contract rate for the actual quantity delivered.	9.1.2
2.7	You may not reject the goods or claim damages if the envelope size and any windows size or position is within plus or minus 2mm of that ordered.	9.1.3
2.8.1	We are not liable for errors in any proofs we send to you if you do not advise us of the errors in good time before we begin producing the goods.	9.2
2.8	Unless otherwise agreed we are not responsible for checking the accuracy of information that you supply to us in electronic form.	10
3	Delivery and call offs	10.1
3.1	We may decline to deliver if: 3.1.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or 3.1.2 the premises (or the access to them) are unsuitable for our vehicle.	10.2
3.2	If you unreasonably refuse delivery we may charge you for the cost of the delivery and treat your refusal as cancelling the contract and clauses 2.2.2 and 11.1 shall apply.	10.3
3.3	If delivery does not take place, either on the contract date or not at all, because you are at fault or for reasons beyond our control, we may store and insure the goods at your expense. We may deliver the goods as soon as possible but we have the right to sell them after a period of 14 day's storage. We may, in any event, recover our storage and insurance costs, either directly from you or from any proceeds of sale.	10.4
3.4	If you require storage or call off facilities or both, the goods will be invoiced to you when ready for delivery or collection and the payment terms in clause 4.2 will apply.	10.5
3.5	If we store the goods in accordance with clause 3.4 we may make a monthly storage charge beginning two calendar months after the date of our original invoice and calculated at 1.5% of the invoice price of the goods for each month or part of each month that the goods are not delivered or collected.	10.6
4	Payment terms and lien	10.7
4.1	You are to pay us in cash or otherwise in cleared funds before delivery, unless you have an approved credit account.	10.8
4.2	If you have an approved credit account, payment is due no later than 30 days after the end of the month in which the goods are invoiced. We will invoice you after we have dispatched the goods or when we tell you they are ready for collection, unless otherwise agreed in writing.	11
4.3	If you fail to pay us in full on the due date: 4.3.1 we may suspend or cancel future deliveries; 4.3.2 we may cancel any discount offered to you; 4.3.3 you must pay us interest at the rate equivalent to that set for the purposes of s6 of the Late Payment of Commercial Debts (Interest) Act 1998: a. calculated (on a daily basis) from the date of our invoice until payment; b. compounded on the first day of each calendar month; and c. before and after any judgement (unless the court orders otherwise).	11.1
4.4	If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.	11.2
4.5	We have the right to allocate any payments you make against sums you owe us in any way that we choose.	11.2.1
4.6	You do not have the right to set off any money you may claim from us against anything you may owe us.	11.2.2
4.7	While you owe money to us or if you become insolvent we have a right: 4.7.1 to keep any property we may hold of yours until you have paid us in full (a lien); 4.7.2 of stoppage in transit, and 4.7.3 of resale.	11.2.3
4.8	After the end of 14 days from the day we tell you that we are exercising a lien, we have the right to dispose of the property as if beneficially entitled to it and to apply any proceeds of sale to any money you may owe us.	11.3
4.9	You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including finance costs and legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.	12
5	Title	12.1
5.1	Until you pay all debts you may owe us: 5.1.1 all goods supplied by us remain our property; 5.1.2 you must store them so that they are clearly identifiable as our property; 5.1.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us; 5.1.4 you may use those goods and sell them in the ordinary course of your business, but not if: a. we revoke that right (by informing you in writing); or b. you become insolvent.	12.1.1
5.2	You must inform us (in writing) immediately if you become insolvent.	12.1.2
5.3	If your right to use and sell the goods ends you must allow us to remove the goods.	12.1.3
5.4	We have your permission to enter any premises where the goods may be stored: 5.4.1 at any time, to inspect them; and 5.4.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.	12.2
5.5	Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.	12.3
5.6	We are not our agent. You have no authority to make any contract on our behalf or in our name.	13
6	Risk	13.1
6.1	The goods are at your risk from the time of delivery.	13.2
6.2	Delivery takes place either: 6.2.1 at our premises (if you are collecting them or arranging carriage); or 6.2.2 at your premises (if we are arranging carriage)	14
6.3	You must inspect the goods on delivery. If any goods are damaged (or not delivered), you must write to tell us within five working days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods.	14.1
6.4	Unless otherwise agreed, all property which is supplied to us by you or through a third party (other than stock we order) is at your risk at all times.	14.2
6.5	We may make a reasonable charge for the storage costs of any item of your property at our premises as a consequence of your decision to defer or in some way delay delivery of the goods.	14.3
7	Warranties	14.4
7.1	We warrant that the goods: 7.1.1 comply with their description on our acknowledgement of order form; and 7.1.2 are free from material defect at the time of delivery (as long as you comply with clause 6.3).	14.4.1
7.2	We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.	14.4.2
7.3	If you believe that we have delivered goods which are defective in materials or workmanship, you must: 7.3.1 inform us (in writing), with full details, as soon as possible; and 7.3.2 allow us to investigate (we may need access to your premises and product samples).	a.
7.4	If the goods are found to be defective in material or workmanship (following our investigations, and you have complied with those conditions (in clause 7.3) in full, we will (at our option) replace the goods or refund the price.	b.
7.5	We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.	c.
7.6	Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to five million pounds.	14.5
7.7	For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.	14.6
7.8	Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.	14.7
8	Specifications	14.8
8.1	If the goods are prepared in accordance with your specifications or instructions or by using materials you supply you will be asked to sign your approval of and agreement to, an Order Acknowledgement and Proof and:	14.8.1
		14.8.2
		14.9