

BLACKHAM TERMS OF BUSINESS:

1. DEFINITION OF "ORDER" etc

- a) A Confirmed Order is one for which you have agreed to our terms of business, we have confirmed acceptance in writing and for which payment has been made or a schedule of payments agreed by both parties.
- b) A Provisional Order is one which does not comply with any or all of the above provisions.
- c) An Offer to Treat or a Quote is where we have offered to carry out work, but this has not yet been taken up by the customer
- d) A Customer's Enquiry is just that and implies no obligation on either party to proceed further.
- e) Only a Confirmed Order is a legally binding contract between us and our customer.

2. FIXED PRICE

- a) We will, wherever possible, give a fixed price quote for the design, manufacture and supply of our dry transfers.
- b) Where it is not possible to give a pre-determined price for some part of the work, we will give our best estimate for that part and quote a fixed price for the rest of the work.

3. QUOTE PERIOD

- a) Our quotes are open for acceptance for fourteen days after the quote date.

4. NEGATIVE STORAGE

- a) We will normally keep bespoke negatives for only a limited period after we have made the transfer from it.
- b) We will keep negatives in storage after this period on payment of a once-off flat fee.
- c) The same negative may be used for transfers differing only in colour from the original, although there may be a variation in the run-on price depending on the new colour.

5. PAYMENT

- a) Unless previously agreed, we will not accept an order unless it is accompanied by full payment for the work.
- b) At our discretion, we may allow a two stage payment on large orders for bespoke transfers, with a minimum of 50% deposit required to be paid at the time of order. In such cases, we will give a discount on the full price for full prepayment at the time of order.
- c) We reserve the right to delay delivery until final payment has cleared.
- d) All items remain our property until paid for in full.
- e) Paypal and credit/debit card are our preferred methods of payment.
- f) We can accept direct payments from telephone or internet bank accounts, as well as BACS payments.
- g) We will only accept cheques or postal orders for payment in exceptional circumstances and may levy a surcharge upon such payment methods.
- h) We quote our prices in GB pounds and they do not include any foreign currency exchange, import duty or other local taxes. Payment of all such charges are the responsibility of the purchaser. Shipping charges are added at the shopping cart, as indicated below.

6. PRICE MAKE-UP

- a) There are 3 parts to our prices: Artwork, Negative & Transfer.
- b) Artwork encompasses all new-draw, editing and typesetting, as well as any research by us into the prototype.
- c) A letterpress (ie right -reading) negative is required for each separate colour in the transfer
- d) The transfer requires a solid colour laid down separately for each colour in register, so each

extra colour increases the transfer price by about the price of a single colour transfer.

7. CUSTOMER'S ARTWORK

- a) We will make transfers from artwork supplied by the customer at their own risk. We cannot guarantee that the presented artwork will be suitable for transfers and can accept no liability for any visual defects in transfers made from such artwork.

8. PRICE RATES

- a) We have four price rates for bespoke transfers: Stand Alone, Headless Chicken, Hobby and Ironing Pile

9. STAND ALONE

- a) This is our base price.
- b) We make transfers in standard sheets approximately A4 in size, or multiples of A4. We charge for Stand Alone transfers at the rate for a standard sheet. For example, if you wanted a 10mm x 10mm transfer at the Stand Alone rate, you would pay for any artwork, an A4 negative and an A4 transfer.
- c) It is possible to make some part-sheet bespoke (custom) transfers at our lower, Ironing Pile rate and we will advise you if this is possible.

10. HOBBY (or Catalogue)

- a) We do not keep our single-colour Hobby transfers in stock and each one is bespoke-made to your order at our Ironing Pile rates.
- b) We will make multi-colour Hobby transfers when we have sufficient orders to justify making a batch at our Stand Alone rate, keeping any balance in stock for further orders. The prices given in our catalogue reflect these rates.
- c) If you require a fast delivery, you may upgrade to either our Stand Alone or Headless Chicken rates.

11. HEADLESS CHICKENS (Rush Jobs)

- a) For the transfer you needed yesterday.
- b) Transfers made at this rate take precedence over everything else.
- c) It is possible for us to dispatch some rush jobs on the day of order. The maximum size for this is a pair of single colour A4 transfers. The artwork must be supplied to us before noon in a format which requires no editing by us.
- d) We charge at our Stand Alone rate for the order plus a surcharge for the waiting time between the first enquiry and the order being placed, as well as a surcharge dependant on other orders which have to be put back as a result.
- e) Out of hours work attracts a further surcharge.

12. IRONING PILE (Extended Delivery)

- a) Our lowest rate.
- b) Our original artwork for model transfers tends to be complicated and time-consuming to prepare. To reduce the price dramatically, we will prepare such artwork in slack periods at a much reduced, nominal price.
- c) Part sheet transfers may be combined with other suitable part sheets to bring them up standard sheet size. Where this is possible, we charge for the transfer and negative pro rata.
- d) Whenever possible, we will give you a breakdown of the Ironing Pile price, showing the Stand Alone price and the Ironing Pile discount which is applicable only to the complete order

13. DELIVERY PERIOD

- a) Delivery period is specifically excluded from our terms and conditions, except for Headless Chicken items, when the delivery period will be written into our offer
- b) We aim to prepare stand alone artwork within 56 days of order placement, but this will depend on our work load and may well take more than 90 days.
- c) There is usually a much extended delivery period for Ironing Pile transfers, as they depend on our receipt of orders for future suitable transfers, orders which we rarely know about at the time of your order.
- d) The delivery period for Ironing Pile items might be a few days, a few months or may extend beyond a year.
- e) Part-sheet Hobby transfers are treated as Ironing Pile transfers
- f) If you wish to expedite the delivery of your order, you may at any time, upgrade the outstanding work to another price rate.

14. DELIVERY METHOD

- a) We will normally deliver our transfers to UK addresses by means of Royal Mail's postal service.
- b) For overseas orders, we will treat untracked items as if we posted them by 2nd class post to UK addresses, whilst we will treat tracked or signed for items as if we posted them by 1st class 'signed for'

15. DELIVERY INSURANCE

- a) Orders are covered by the chosen carrier's insurance for loss or damage during delivery. If an item is lost in the post, please contact us first.
- b) Please DO NOT make a claim through PayPal before you have spoken to us, as PayPal will charge us for the full amount of the order and Royal Mail's insurance is such that we can only get minimal reimbursement from them, whereas if you claim, you will receive the full invoiced amount in reimbursement from Royal Mail.

16. CANCELLATION

- a) If we cancel your order, we will repay the full Sterling amount paid.
- b) If you cancel your order, for whatever reason, we reserve the right to charge for any work carried out on the order prior to the cancellation. Such charges will be at our Stand Alone rate plus any Headless Chicken surcharge included in the original price.

17. COPYRIGHT

- a) Copyright on artwork created or altered by us remains vested with us unless specifically stated in the quote and agreed by customer and us.
- b) Copyright on unaltered artwork prepared by the customer remains with him.
- c) Where we have to copy a third party's artwork, the customer must have the legal right to copy such artwork and must indemnify us against any action by the copyright holder resulting from such copying.
- d) If we have reason to believe, or become aware that a third party's permission is required for the use of a design and that our customer has not obtained this, we reserve the right to refuse delivery of the work and to charge for all works carried out.

18. OWNERSHIP

- a) All artwork and standing material (eg negatives) prepared by us for your transfers remains our property and may not be used for any purpose other than the manufacture of our transfers without our written consent.
- b) Any hard- or soft-copy drawings, colour swatches or other items sent to us by the customer for the purpose of design and manufacture of transfers will, upon receipt, become the property of Blackham. Such items will not be returned to the customer unless this is agreed

- and return shipping paid for at the time of order.
- c) We cannot be held responsible for any loss or damage to items sent to us by customers.

19. SPECIFICATION

- a) We will meet customers' specifications to the best of our ability, but we cannot be held responsible for a customer's incomplete or mis-specification. This is particularly important with regard to size and colour.

20. PROOF COPIES

- a) If proof copies of the artwork are to be supplied by us, these will be noted in our quotation, as will any extra price for the proofs.
- b) When proofs are to be supplied, the price for them will normally include for the first proof, any minor alterations to the artwork in keeping with the original specification and a second proof confirming the alterations.
- c) We reserve the right to charge for extra proofs, major and extra alterations.

21. FAULTY TRANSFERS

- a) If the transfers are found to be faulty, visually or in application, we will replace the transfers free of charge or offer a credit note or refund to cover the price of the transfer only (excluding the price of any artwork or negative).
- b) We reserve the right to ask for the faulty transfer to be returned to us for inspection and testing before we replace the transfers.
- c) We will not refund the payment or give a credit note unless the faulty transfers are returned to us and we have inspected them to determine that they are faulty.
- d) If we find that the transfers are not faulty, we will return the transfers, including those which we have tested and will not replace or refund any payment.

22. FALSE CLAIMS

- a) We will not accept claims for faulty or incorrect specification of the transfers, as the design must be confirmed before we make the transfers.
- b) In the event of a customer making a false claim against us to PayPal, a credit card merchant or any other body, we reserve the right to make a formal complaint to that body which may include a request that the false complainant's account with that body be terminated. We also reserve the right to refuse further orders from such persons.

23. MISCELLANEOUS

- a) Our interpretation of the customer's specification and of terms used in this document, including 'normal', 'standard colours', 'minor alterations' and 'faulty transfers' is final.
- b) We will not start work on any order until we believe that you have viewed a copy of our terms and conditions, either online, by download, email attachment or post.
- c) In the event of a discrepancy between the online and printed versions of our terms and conditions, the online version will be deemed to be correct.

24. AMENDMENTS

- a) Title changed from 'Blackham Transfers' to 'Blackham' - 20 November 2017
- b) Minor typing errors corrected – 28 March 2018
- c) Paragraphs re-ordered (Minimal change to text) – 3 April 2018
- d) Paragraphs given numbers - 4 April 2018
- e) New paragraph 1 added and the rest renumbered – 8 April 2018