

Terms & Conditions

Invoicing & Payment

Invoices will be raised and issued on completion of the work in relation to which we are engaged. If part/interim payment, or payment in advance, is required this will be indicated on the Order Confirmation and invoiced accordingly.

Prompt Payment is due 30 days after date of invoice without fail. We reserve the right to charge interest on any and all late payments at the Statutory Rate, without prejudice to any and all other rights we may have, including legal costs of recovery in the event of late or non-payment.

Should the job be delayed mid production due to circumstances beyond our control (e.g. and without limitation, for decisions or components from the client, force majeure) we reserve the right to invoice for the work done to date with a final invoice once the work is complete.

Any invoice queries should be made in writing no later than 7 days from the date of the invoice in question and any such queries will not affect the due date for payment of the invoice in question unless we agree in writing otherwise. Failure to query any invoice within 7 days will be treated as irrevocable acceptance of the content and level of the invoice in question.

All invoices (together with interest and recovery costs where applicable) are due and payable without set off of any nature.

Quotation & Commencement of work

Any prices given are valid for a maximum of 30 days only, after which any implied or express offer expressed by those prices shall lapse.

No work can or will commence until a signed Account application has been completed and returned agreeing to our Terms & Conditions.

No work can or will commence until a signed Order Confirmation has been received agreeing to the exact specification of the work to be carried out.

It is the customer's responsibility to ensure that persons signing the Account Application and Order Confirmation forms with us is duly authorised to do so, and should this not be the case it will not affect in any way the binding nature of these Terms and Conditions as between us and the Customer.

We reserve the right to increase our quotation at any point during the manufacturing process for the following reasons:

1. Any main component or service prices increase in circumstances beyond our control between the date of the quote and the date they are ordered.
2. The specification of quantity, sizes, details of work or timescales estimated changes in any way to those detailed on the Order.

3. Where we reasonably consider it prudent to seek a payment on account of fees in circumstances including but not limited to a history of late payments or risk of insolvency
4. If the quantity of Items actually re worked or produced differs from the quantity of items originally quoted for the higher quantity of the 2 (quotation or actual) will be invoiced.
5. A customer has misled us or misrepresented to us the extent or substance of the services required (in which event the customer shall indemnify us against any and all losses we may suffer as a result)
6. We are required to provide the work contracted in a timescale which is more demanding than stated at point of order

Where any quotation is increased as a result of the above, no further work shall be undertaken until the terms of the revised quotation is agreed in writing, upon which such increase shall be binding. Should for whatever reason less work be required than envisaged by the Order Confirmation Form, this shall not affect the level of invoicing agreed in that Order Confirmation Form.

Deadline Dates & Despatch

We will aim to achieve any specified target dates for despatch and completion of work.

If however, a circumstance beyond our control dictates this is unlikely then the customer will be kept informed of this throughout the process. We cannot be held responsible for effects of the weather, transport, late delivery of customer components or fabrics etc.

Risk/Ownership

Risk in any and all products provided will pass on delivery and, while ownership in the products shall remain with the customer at all times, an equitable lien shall be exercisable over them until payment of the invoice(s) in relation to which the products relate.

Non-assignment

The benefit of our services shall not be capable of being assigned without our express advance written consent, and such assignment shall not affect our ability to invoice, and be paid by, the party who placed an order with us.

Third Party Rights

Nothing in our engagement or the terms thereof is intended to create, directly or indirectly, rights enforceable by third parties, and the creation of such rights is hereby expressly prohibited.

Repeat Course of Dealing

Continued and repeat course of dealing shall be construed as continued acceptance of these Terms and Conditions as applying to such continued course of dealing without exception.

Limitation of Liability

Our liability in respect of work performed on or in relation to any products from time to time shall not exceed the payment agreed for the work performed on the products in question. No liability shall be



perfecting your product

incurred for losses outside our control, arising from failure to specify needs or risks related to the products or owing to customer negligence / misrepresentation.

Conflict of Terms

In the event of a conflict between these Terms and Conditions and any other agreement or arrangement between us, historical or current, the content of these Terms and Conditions shall prevail.

Amendments

There shall be no amendment(s) to these Terms and Conditions unless specifically agreed in writing, in terms clearly expressed to be for this purpose.

Governing Law

All contractual relations between us are governed by English Law as a condition to our initial and onward engagement.

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