

Lookview Ltd, T/A Creative Design and Print

TERMS AND CONDITIONS

1. DEFINITIONS

- A. We/Us: Lookview Ltd, T/A Creative Design and Print the printer of the yearbook.
- B. You: The Customer who places an order with Creative Design and Print for the production and purchase of a yearbook.
- C. Terms and Conditions: These conditions shall bind us with you and shall supersede any other terms between us and you unless agreed in writing.
- D. The Contract: The agreement for the supply and purchase of yearbooks made between you and us in accordance with the order.
- E. The Order as submitted on the Order form, and signed by an individual with the necessary authority.

2. ORDERS

- A. You must reserve a place in the production process list by completing the provisional order form and paying the agreed first deposit.
- B. Quotations are based on the accuracy of the specifications provided by the client on the provisional order form. Creative Design and Print can request a job at time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.
- C. Orders are submitted by sending us the order form, you are entitled to cancel your order, subsequently, and we reserve the right to levy cancellation charges, depending at what point in production you make the cancellation.
- D. We will produce one proof for correction and one final proof for approval there is no extra charge for either of these proofs.
- E. We reserve the right to levy an amendment charge, should you wish to make amendments to the final proof.
- F. A colour proof is used to simulate how the printed piece will look. Because of differences in equipment, paper, inks, and other conditions between colour proofing and production pressroom operations, a reasonable variation in colour between colour proofs and completed job can occur. Creative Design and Print shall make the final determination of what variation is acceptable.
- G. Creative Design and Print will submit final proofs for your approval. Which shall be returned to us with the authorising signature on the print approval form. Until the final proof is received by Creative Design and Print no additional work will be performed and Creative Design and Print shall not be responsible for any expense or loss caused by the failure to comply with production schedules due to the client's failure to return proofs expeditiously.
- H. Creative Design and Print shall not be responsible for undetected production errors if: Final proofs were not required by the client; The work was printed as per the client's instructions on the final proof. Requests for changes were communicated to Creative Design and Print.

3. PAYMENTS

- A. A 50% deposit is payable when making the order, this deposit once paid is non-refundable.
- B. A final payment of 50% as ordered on provisional order form, will be payable on print approval. Until the final payment has been received by Creative Design and Print your order will not proceed to print.
- C. Once final payment has been cleared with our bank, your order will then proceed to print.

4. DELIVERY

- A. We will deliver your order to one address (normally directly to the school). It is your responsibility to inform us of any different address from that which is on the order form.
- B. The cost of the delivery must be covered by you the client.

5. RIGHTS IN THE YEARBOOK

- A. The copyright in the layout and editorial work undertaken by Creative Design and Print, in individual articles and photographs, and individual pages and the yearbook as a whole belongs to Creative Design and Print.
- B. **It is assumed that permission for the reproduction of any photograph, article or any piece of copy that is included in the book, has been obtained by you, and any license fees paid.** We will not be held liable for the infringement of any copyright issues whatsoever, that responsibility lies solely with you the customer.
- C. We shall be at liberty to reproduce any part of or whole yearbook at any time and in any quantity at a later date without notifying you or requiring further permission.

6. CONTENT OF THE YEARBOOK

- A. It is the responsibility of the author and or school's representative to ensure that no derogatory, insulting, racist or obscene material has been included in the yearbook. It is not our role to censor or identify such material in the copy that is sent to us.
- B. Copyrights: The client warrants that the subject matter to be printed is not copyrighted by a third party. The client also recognises that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The client further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the client agrees to indemnify and hold Lookview Ltd, T/A Creative Design and Print harmless for all liability, damages, and legal fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

- C. You will not submit material the publication of which in the yearbook may or will result in any potential claim for, but not limited to defamation, libel or any other legal action.
- D. In the case of individual photographs of children under the age of sixteen, we assume that the express permission from the parents or guardians of those children, has been obtained for the reproduction of those images.
- E. You will not intentionally submit material, the publication of which in the yearbook will infringe the intellectual property rights of a third party. You will notify us immediately of it coming to your attention, that the intellectual property rights have been infringed, or if a third party claims any such infringement.
- F. We will endeavour to accommodate all of the copy choices that you make, and we are always available for you to consult with on graphics, editorial and layout issues. But we reserve the right, in consultation with you, to edit and alter the arrangement of the contents of the yearbook if your choices cannot be accommodated for whatever reason.

7. WARRANTIES, LIABILITIES AND ASSIGNMENTS

- A. By submitting an order form you warrant that you have the authority to bind the individual contributors to the contract and that all necessary action to authorise the execution of the contract by you has been taken. In particular, you warrant that all permissions and assignments, which permit us to be able to reproduce the individual articles and photographs to be included in the yearbook have been made, agreed and undertaken.
- B. We shall not be liable for any loss or damage to the yearbooks caused by matters out of our control.
- C. We will only accept responsibility for any print faults notified to us in writing within 7 days from the final delivery date. We accept no responsibility for any damage caused to the yearbooks during delivery or courier or by post.
- D. We will endeavour to meet the deadlines as set out in the order but we will not be liable for any delay.
- E. In any event our liability shall be limited to the value of your order in accordance with our final invoice to you.
- F. You shall indemnify us and keep us fully informed against all losses, liabilities, costs and expenses in respect of any claims on the grounds that the whole or any part of any article(s) and/or photographs submitted by you to us for inclusion in the yearbook infringes and/or is alleged to infringe any intellectual property rights of a third party.
- G. You shall indemnify us and keep us fully indemnified against all proceedings, claims, demands, expenses, losses and/or damages arising from processing or publishing any information or material you gave us, including, any claims as a result of defamation, false description or breach of any third party rights.
- H. We do not accept any responsibility whatsoever for the choice of content in a yearbook. Should any matter arise that creates an issue over any article or photograph that is included in a yearbook, that is deemed to be offensive, obscene, libellous, derogatory, racist, or otherwise unacceptable, the liability lies entirely with the signatory on the order form, who by signing the form, promises to indemnify us against any potential or real legal action that may arise as a result. The cost of correcting such material must be met by you, if it falls outside of the criteria for proofing as discussed in section 2.
- I. Whilst we endeavour to advise and support you to the best of our ability throughout the production process, we will not be held responsible for mistakes that have been made as a result of our customers not reading our production guidelines, and who have not taken heed of the advice that is included therein.

8. STORAGE

- A. Creative Design and Print will retain all materials until the end product has been accepted by you, and you have settled all outstanding invoices. If requested by you in writing, the materials will be stored for an additional period for an additional charge, such charge to be determined at that time at Creative Design and Print then current rates. Creative Design and Print shall not be liable for any loss or damage to stored material beyond what is recoverable by Creative Design and Print fire and extended insurance coverage.

9. CANCELLATION

- A. You may only cancel an order by notifying us in writing. If an order is cancelled, and we have not processed any copy for the order and we have not received a deposit, we will not charge any cancellation fees. If any work has been done on your behalf, towards the production of a yearbook, we reserve the right to charge cancellation fees, which will be assessed on a pro rata basis.

10. GENERAL

- A. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

11. GOVERNING LAWS AND JURISDICTION

- A. The contract between us shall be governed by the laws of Ireland and the parties shall submit to the exclusive jurisdiction of the courts of Ireland.