

TERMS AND CONDITIONS OF BUSINESS

- A. These terms and conditions of business shall govern each Contract made between the customer and Black & White Basement unless the contrary is agreed in writing by the Proprietor, shall prevail over any written Terms and Conditions of the Customer. The placing of an Order with Black & White Basement indicates acceptance by the Customer of this Clause.
- B. Subject to clause D below Black & White Basement agrees to process develop, print and enlarge for the Customer such films, film-prints, negatives, slides and digital images as the Customer may deliver and Black & White Basement agrees to render such other photographic or other services as may be agreed. The Customer shall pay Black & White Basement's standard charges as shall have been agreed between the parties. Black & White Basement reserves the right to increase its Standard Charge without notice and at its sole discretion.
- C. Credit account facilities are available subject to status. Normal trading terms are 30 days within date of invoice. We reserve the right to charge interest at 3% over base rate for overdue accounts.
- D. Black & White Basement reserves the right at its sole discretion to refuse any order without explanation or reason.
- E. Black & White Basement shall be entitled to hold by way of lien or otherwise completed orders of the Customer against payment of any outstanding accounts in the name of the Customer whether such accounts relate to the retained order or not.
- F. Black & White Basement shall in its absolute discretion be entitled to seek payment in advance of the completion of any Order or to demand payment in full before releasing the order.
- G. Black & White Basement accepts Orders on the strict understanding that the Customer has the legal right to process or reproduce the photographs or materials in question and will indemnify Black & White Basement against all costs claims or demands arising in connection therewith.
- H. LIABILITY FOR LOSS OR DAMAGE: All films, prints, negatives or other photographic materials (hereinafter referred to as "the materials") are accepted for processing, developing, copying, printing or otherwise by Black & White Basement solely on the basis that the liability is subject to the following conditions:
- i) In the event that the materials are lost or damaged whilst in the possession of Black & White Basement in circumstances not amounting to negligence on the part of Black & White Basement its servants or agents or to any failure on the part of Black & White Basement its servants or agents to take reasonable care of the materials, Black & White Basement liability shall be limited to a refund of the processing charges and the replacement of the lost or damaged materials with an equal amount of unexposed material or digital media and Black & White Basement shall be under no further liability in respect of such lost or damaged materials.
 - ii) Black & White Basement liability in respect of lost or damaged materials howsoever such loss or damage may have been caused shall not in any circumstances whatsoever exceed the total of the following:
 - (a) a refund of the processing charges and the replacement of the lost or damaged materials with an equal amount of unexposed material or digital media; and
 - (b) the sum of £2.00 in respect of each lost or damaged print, negative or other item of photographic material.
 - iii) In respect of any material considered by the Customer to be of value beyond the limits referred to above the Customer must insure for the full value of that material or notify Black & White Basement thereof in writing in advance of placing the Order. Black & White Basement may accept the agreed increased value or refuse the Order as it may in its absolute discretion decide.
- I. Black & White Basement will not accept any liability or be responsible for consequential loss or damage howsoever arising.
- J. Black & White Basement's liability is strictly limited in accordance with Paragraphs H and I hereof and the Customer will indemnify Black & White Basement against all costs claims and demands by third parties in respect of any such loss or damage referred to.
- K. Black & White Basement will fulfil all its orders in accordance with the terms hereof but completion of them is subject to variation or cancellation or delay beyond a reasonable time in the event of strike, lock-out, combination of workmen, force majeure, Act of God or other causes beyond the Black & White Basement's control.
- L. Black & White Basement reserves the right to destroy or otherwise dispose of unclaimed material or material which the Black & White Basement is unable to deliver. A period of three months will normally apply such period to run from the date the Order is completed.
- M. These Terms and Conditions form the entirety of the Contract between Black & White Basement and the Customer. No alteration to them will be accepted other than in writing by the Proprietor.
- N. COLOUR MATCHING: Colour Matching cannot be guaranteed between different prints from the same negative if printed at different times. If colour matching and balance are critical then the negative must be correctly exposed and a sample sent with order. If not, then our assessors will, in their opinion, provide the best colour balance based on the overall colour of the subject.
- O. COLOUR STABILITY: Because dyes used in colour photographic materials, like other dyes, may change in time, neither prints nor copies will be replaced or otherwise warranted against any change in colour.
- P. SERVICE TIMES: The service times quoted are only a guide and, due to the exigencies of production, we cannot guarantee them. When more than one service is required from the same order form, please add the delivery times together.
- Q. DESPATCH: Where practical, work is despatched by first class mail at customers risk. Other methods of despatch, again at the Customer's risk, will be charged according to our current price-list.
- R. PRINT SIZES: The print sizes quoted are in inches and are only nominal sizes.