

Unique Publishing House Ltd Terms and Conditions

1. Introduction

These terms and conditions govern the business relationship between Unique Publishing House Ltd ("the Publisher") and its clients ("the Client"). By commissioning the services of the Publisher, the Client accepts these terms in full.

2. Definitions and Interpretation

In these terms and conditions, the following definitions apply: "Services" refers to all publishing services provided by the Publisher including, but not limited to, editing, proofreading, design, printing, marketing, and distribution.

3. Provision of Services

The Publisher shall provide the Services with reasonable skill and care, conforming to generally accepted industry standards.

4. Client Obligations

The Client shall supply all necessary materials, information, and clear instructions to enable the Publisher to provide the Services. Failure to do so may result in delay or additional fees.

5. Quotes and Payment

- a. All quotes are valid for 30 days from the date issued.
- b. Payment terms are 'Upon receipt of Invoice'.
- c. The Publisher requires advance payment before commencement of any Services.

6. Late Payment and Consequences

- a. Late payment interest will be charged on all overdue balances at the rate of 1% per day for the first 30 days.
- b. After 30 days, an additional fee of 20% of the total fee becomes payable immediately.
- c. If full payment is not received within 45 days of date of invoice, the Publisher reserves the right to initiate legal proceedings to recover the debt, which may include obtaining a County Court Judgment (CCJ) against the Client.

7. Cancellation Policy & Publication Delay

1. If the Client cancels the Services 90 days or more before the publication date, no fee is due.
2. Cancellation within 60 days of the publication date incurs a cancellation fee of 65% of the total agreed fee.
3. Cancellation within 45 days of the publication date requires payment of the full amount plus any accrued late payment charges.

Publication Delay

If the publication in which the Client has booked advertising or editorial space is delayed, the Publisher reserves the right to postpone the printing of the publication if the delay is beyond the Publisher's control. If the publication is not printed within 180 days of the originally scheduled publication date, the Client will be issued a credit note for the full amount paid. A full cash refund will be refunded back to the client after 365 days from the original print date.

8. Intellectual Property Rights

- a. The Client retains all intellectual property rights in the materials provided for the Services.
- b. The Publisher may use the Client's work for promotional purposes unless otherwise agreed.

9. Confidentiality

Both parties agree to keep all confidential information received from the other party, confidential.

10. Liability and Indemnity

The Publisher's liability for losses suffered by the Client due to breach of these terms is strictly limited to the total fees paid by the Client.

11. Termination

Either party may terminate the Agreement by giving written notice if the other party breaches these terms and fails to rectify the breach within a specified period.

12. Force Majeure

The Publisher shall not be liable for any delay or failure to perform any of its obligations under these terms due to events beyond its control.

13. Dispute Resolution

The parties will attempt to resolve any dispute arising out of or relating to these terms through negotiations. If the matter is not resolved, it shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14. Governing Law

These terms shall be governed by and construed in accordance with the laws of England and Wales.

15. Amendments

These terms may only be amended or varied by written agreement between the Publisher and the Client.

16. Severability

If any part of these terms is found to be void or unenforceable by a court of competent jurisdiction, the remaining parts shall remain in full effect.

17. Notices

Any notices required shall be given in writing and delivered to the addresses specified in the Agreement.

18. Entire Agreement

These terms, along with any signed Agreement, constitute the entire agreement between the parties concerning the subject matter hereof.