

Terms and Conditions

These terms and conditions shall apply (to the exclusion of all others) to any work and services provided by us (the "Work") for any project that we undertake for you (the "Project"). They are governed by English Law. In asking us to work for you, you agree to be bound by them. Any work that we do for you in the future shall also be provided subject to these terms. These terms and conditions also apply to any work or ideas supplied to you for evaluation (the "Evaluation Materials"). We shall retain all the rights in the Evaluation Materials and only agree to grant you a license to use such materials on payment by you of all the development costs.

1. Responsibilities and limitations of liability

We shall use reasonable endeavours to complete the Work to a high standard. In the event that the Work will be used in a computer system or similar environment we cannot warrant its functionality. You must be responsible for this.

The Work remains our property until it is paid for in full.

Before the Work is sent to print you will be provided with a sample for your final approval. When approval is received the Work will be sent to print. Under no circumstances can we be liable for errors in the Work which are discovered after final inspection and approval.

In no case will any liability that we might incur whether in contract, tort, or otherwise exceed the total amount of the Fees paid by you for our Work on any particular Project (excluding VAT and any bought-in materials, goods or services). In no circumstances shall we be liable for any consequential loss (including any loss of revenue or profit).

2. Fees, expenses and payment

Our fees for any Project (the "Fees") will be set out in the Proposal. In the event that we are asked to start work before the fees are agreed, all work will be charged at our current hourly rates. Fees quoted in any proposal are valid for 90 days only.

You agree to pay our invoices within 30 days of date of invoice. If an invoice is not paid within 30 days we may, without prejudice to any of our other rights, suspend our services to you until the invoice is paid.

If a substantial delay in the Project is incurred during a stage due to a delay from you or your nominated supplier /manufacturer, we reserve the right to invoice the work completed for the stage, pro-rata to the stage quotation. If the Project is abandoned during a stage, we reserve the right to invoice the full fee for the stage in progress.

Out of pocket expenses such as travel and couriers are not included in our fees and will incur a handling charge. If we are commissioned to purchase print, including any special origination, a service handling charge will be added.

Quotations are subject to increase in the event of increased third party costs or additional work to produce the Work.

All quotations are exclusive of value added and similar taxes.

All delivery charges, including any express delivery charges to meet urgent time constraints, shall be borne by you. Where the Work is damaged or delayed in delivery, you shall notify us within 7 days of becoming aware of the such damage or delay.

3. Additional or abortive Work

Quotations include a certain allowance for essential preliminary work, development, corrections, changes in style at the request of you, changes in volume of Work required etc. Where the level of such allowance does not, in our reasonable opinion, reflect the cost to us of the foregoing, we shall have the right to charge an additional amount prior to written agreement from the client.

If we complete part of a Project and then the Project itself is aborted. The charge in this case is for all the work completed to date at current hourly rates but such charges will of course not exceed any fixed fee that we may have agreed for the Project as a whole.

4. Intellectual property rights

The intellectual property rights (the 'IPR'), including know-how, patentable ideas, copyright and design right, in or relating to any work produced by us pursuant to the project belongs to us until full payment of our fees, when we agree to grant the client a license for unlimited use on condition that we may use the work for our own promotional purposes.

It is your responsibility to ensure that (i) any material or information that you supply for us to use in the Project and/or (ii) any designs produced by us, on your behalf, do not infringe any third party rights, in particular, intellectual property rights. You agree to fully indemnify us for any loss, cost or damage we suffer if this is not the case.

5. General

Both during and after the completion of the Project each party shall treat as secret, ideas and information which are disclosed by the other party as confidential and shall use all their best endeavours to ensure that their respective employees shall treat the same as confidential.

We reserve the right to sub-contract any of our obligations relating to the Project. We shall use our best endeavours to ensure that any sub-contractors are suitable for the work that we place with them. However this is the full extent of our liability.

Either of us may terminate a Project with immediate effect if the other is (1) in material breach of any of its terms or (2) commits an act of bankruptcy, has a resolution passed for its winding up, if an administrator is appointed to manage its affairs or if any similar or analogous action arises in consequence of its debt.

In respect of all obligations, apart from the obligation to pay money, neither party shall be held liable for any delay or failure in performance caused by circumstances beyond its reasonable control.