

## 1. Our Charges

(a) Any quotation or estimate given to you is given in good faith on the basis of our current costs and expenses and on the basis that any information supplied by you prior to the preparation of the quotation or estimate is correct. They are subject to review at any time after you have accepted our terms but would only be reviewed by us to take into account any cost fluctuation on the specific project, or any changes in instructions given by you to us.

(b) Categories of charges are:

- (i) Hourly Charges: the hourly rate from time to time in force for the relevant service provided by our Company.
- (ii) Expenses: including travel over a radius of more than 50 miles from our premises, courier or messenger services, accommodation and subsistence for our personnel when away from our offices at your request overnight, or for any time in excess of twenty four hours.
- (iii) Any taxes duties or levies which we have to collect either on behalf of the Government (such as VAT) or by Industry Practice.
- (iv) Any payments which we make to third parties; in that respect we reserve the right to impose a handling charge.

(c) All costs and charges payable under paragraphs (i) (ii) and (iii) above should be payable within twenty eight days of the date of any invoice rendered by the Company, but any payment in respect of the items due under paragraph (iv) above will be due for payment immediately upon the invoice date. We reserve the right to request immediate payment at any time in respect of any third party payments which we have to make on your behalf and at our option we are not obliged to continue any work on your behalf if payment is withheld or delayed. Any queries relating to any charges for goods or services supplied by third parties should be made in writing within seven days of receipt of our invoice failing which no query can be entertained. Writing includes transmission by fax or email.

(d) Should you vary or cancel all or any part of your instructions to us then we reserve the right to invoice to you any charge which we incur by reason of such action by you.

(e) We reserve the right to charge interest on any payments outstanding after the dates referred to in paragraph (c) above at the rate applicable to County Court Judgments in force from time to time. No title in any goods or services and no intellectual property and no right in such intellectual property will pass from us until full payment has been made.

(f) Client's corrections and amendments made at any time during the progress of a project will be charged at the appropriate rate, or if falling within the category of charges at 1(b) (iv) above will be invoiced pursuant to 1(c) above.

## 2. Acceptance of Terms

All the terms set out herein and in particular the item relating to the manner of calculating and payment of our charges are deemed to be accepted by you in any event; upon acceptance of our estimate or quotation and your instructing us to proceed with any work on the basis of such estimate or quotation you are deemed to have read and accepted all the terms of this agreement. Our Terms of Business prevail over any other terms, including without limitation your own standard Terms of Business and our Terms may only be varied or supplemented with the written agreement of one of our Directors.

## 3. Intellectual Property

In accordance with the Copyright Design Protection Act (CDPA) 1988 Act Design For Business Limited (D4B) will always remain the owner of Copyright in any material created by us and our employees. We will issue a licence to you to use and reproduce the Copyright material in the form in which we create it as detailed in our estimate and deliver it to you for the specified purpose which we expressly agree in writing between us, subject to any payment due to us for the creation of the work and any licence having been made. Should you wish to use the material for any other purpose you must first obtain our written consent and we undertake not unreasonably to withhold that consent although we do reserve the right to charge for any additional licence to use or reproduce the material. In the event of our engaging any third party to prepare material on your behalf we undertake to acquire an assignment of the Copyright subsisting in that material in order that we may licence it to you in accordance with the terms set out above. However no licence may be implied to use the material unless it is in writing and until all payments of our charges have been made in accordance with Clause 1 above. Where Design Right exists in a three dimensional product that right shall remain the property of the commissioner, however we will remain Copyright owner of all two dimensional work created by us prior to its three dimensional manifestation. In accordance with the CDPA 1988 Act we reserve the Moral Right as author of any original work created by us to be identified as such and the right to ensure no derogatory treatment of the work such as alteration, amendment, deletion and addition so that it defames the creators.

## 4. Delivery

We will endeavour to agree with you a timetable for delivery of any material. However any time agreed between us for the delivery of the material will not be deemed to be of the essence. From the time that we deliver material, liability for the safekeeping of that material and to ensure that there is no subsidiary Copyright infringement will rest with you notwithstanding the fact that ownership of the material and the Copyright in that material remains with us, and no licence to use that material is implied unless given in writing and until all payment has been received pursuant to Clause 1 above.

## 5. Materials

(a) Your Materials: Any items which you entrust to us to enable us to perform our obligations under the terms of our contract remain your property but will be retained and used by us or any third party instructed by us at your risk. In the event of there being any claim arising out of the use of any such material you will indemnify us fully in respect of any such claims including without limitation all legal fees which we may incur in defending any such claim and you warrant that no such material is an infringement of any Copyright belonging to any third party.

(b) If we consider any of your material unsuitable for use then we may reject it and with your prior agreement substitute other material subject to our right to levy an additional charge for it. We specifically agree between us that you will supply us with adequate material to cover normal spoilage and loss during ordinary use and that should we need to provide any additional material it will be at your expense subject to charge as above.

*continued overleaf*

(c) Production Materials: We will store any materials which we use or produce specifically for you in a secure dry place for a period of twelve months starting with the date of delivery of the finished material. All materials provided by us, our sub contractors or agents to be used in connection with the services we are providing to you will remain our property unless it is specifically acquired by you upon due payment.

## 6. Approvals

We will be presenting all concepts, roughs of creative work, proofs of copies and drafts of materials which we produce for you, to you for approval of style and accuracy. However we take no responsibility for legal clearance of those concepts and materials produced unless you instruct us to do so in which case you will be invoiced for that service separately; you will be responsible for any additional costs incurred by us which result from changes to materials which changes are inconsistent with your original or previous instructions.

## 7. Liability

We will not be liable for loss of any kind whether direct or indirect, consequential or financial suffered by you or by any third party, howsoever arising, in connection with the supply of our services to you; our liability for any defective work should be limited to rectifying the defects provided that any claim that the works are defective, or any claims arising for short or late delivery of any material must be made in writing and must be delivered to our offices within seven days of delivery provided that any claims for non delivery should be made in writing within seven days of the anticipated date of delivery.

## 8. Confidentiality

You expressly agree that any proposals made by us to you or on your behalf are on a confidential basis and shall not be used by you or communicated to any third party save for the express purposes of the project on which we are working. Similarly we agree to treat as secret and confidential and not at any time to disclose to any third party any information relating to your business unless such disclosure is necessary by virtue of your instructions. This obligation shall not apply to any information which is freely available to the public at large,

is published or is otherwise in the public domain, or to any information which becomes publicly available on a non confidential basis to anyone other than yourself. The confidentiality obligations set out herein will not be determined purely by performance of this contract but will continue thereafter for a period of six years from the date of final delivery.

## 9. Breach of Contract and Force Majeure

(a) We shall be entitled to stop any work undertaken on your behalf if:

- (i) Any monies due to us shall remain outstanding for a period of more than seven days beyond the time fixed for payment in paragraph 1 above or
- (ii) You enter into liquidation (other than in the course of reconstruction or amalgamation) whether compulsory or voluntary, or, if a sole trader or partnership, you are adjudicated bankrupt, or if you enter into an individual voluntary arrangement with your creditors, or have an administration order made against you, or cease for any reason to carry on business whether or not your business is legally determined, for example by a winding up order. However, any right which we may have in respect of outstanding charges shall continue notwithstanding any such action by you. No act or omission by us shall prejudice our entitlement to exercise our rights at any time in the future.

(b) We shall not be in breach of any terms of this agreement if we are unable to perform our obligations by reason of war civil commotion terrorism interruption or discontinuation of energy supply, trade dispute of any nature, act of God, fire, flood or any other reason outside the control of either party.

10. In the event of your supplying any material for our use and if we consider any of your material unsuitable for such use then we may reject it and substitute other material subject to our right to charge according to the terms of this agreement in respect of time expended in the preparation of the substitute material.

11. This agreement shall be subject to interpretation pursuant to the laws of England and shall be subject to the jurisdiction of the Supreme Court of Judicature in England and Wales.