



Please find attached the Terms and Conditions for Hope Creative Design Limited. Please read these before signing. Should you have any queries, please do not hesitate to contact us.

\_\_\_\_\_ hereby accepts the attached Terms and Conditions.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS & CONDITIONS

### 1. Interpretation

Definitions. In these Terms and Conditions the following definitions apply:

**Business Day:** a day other than a Saturday Sunday or public holiday in England when banks in London are open for business

**Commencement Date:** the date on which the Terms and Conditions are signed by the customer

**Customer:** the person or firm who purchases the Goods and/or Services from the Supplier

**Deliverables:** the deliverables set out in the Order

**Force Majeure Event:** has the meaning given in English law

**Goods:** the goods (or any part of them) set out in the Order

**Order:** the Customer's order for the supply of Goods and/or Services as set out on the Customer's order or final quotation

**Services:** the services, including Deliverables, supplied by the Supplier to the Customer as defined in the Order

**Supplier:** Hope Creative Design Limited registered in England and Wales with company number 07004429.

The Supplier shall supply and the Customer shall purchase the Services in accordance with the quotation which are subject to these conditions.

The Contract shall be to the exclusion of any other Terms and Conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Customer as demonstrated below within the project acceptance section of these Terms and Conditions.

### 2. Basis of Sale & Services / Contract

In entering into the contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representation which are not confirmed within the final quotation. The Order constitutes an offer by the Customers to purchase the Goods and/or Services in accordance with these conditions.

No variation to these Terms and Conditions shall be binding unless agreed in writing or by email between the authorised representatives of the Customer and the Supplier.

No Order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing or by email by the Supplier's authorised representative.

Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance.

An Order placed by the Customer may not be withdrawn, cancelled or altered prior to acceptance by the Supplier and no contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Goods and Services or has accepted an Order placed by the Customer by whichever is the earliest of:

a) the Supplier's written or email acceptance

b) delivery of the Goods or

c) the Supplier's invoice

### 3. Project Sign Off

The Customer will proof read the work produced by the Supplier before the final proof is signed off. Once the final proof is signed off, any errors or omissions are the responsibility of the Customer and the Supplier will not be liable for them.

### 4. The Goods

No Order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing or by email by the Supplier.

### 5. Alterations

The Customer agrees that changes required over and above the quoted work or required to be carried out after the acceptance of the draft design will be liable to a separate charge.

The Customer also agrees that the Supplier holds no responsibility for any amendments made by any third party before or after a design is published.

The Supplier reserves the right to make any changes in the specification of the goods which are required to conform to any applicable statutory or regulatory requirements.

### 6. Payment

A deposit of 50% is required prior to any design work being carried out. This figure is non-refundable. Work will not commence until this amount has been received as cleared funds.

The Supplier may, at their own discretion, waive this 50% deposit by prior agreement with the Customer.

Certain projects may require installment payments; this will be agreed with the Customer in advance of the deposit being paid and a schedule of installments will be agreed between the Supplier and the Customer.

All payments required to be made pursuant to this agreement by either party shall be made within 30 days of the date of the relevant invoice.

The time for payment shall be the essence of these Terms and Conditions. If the Customer fails to make any payment on the due date then the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force from time to time, have the right to charge the Customer interest on a daily basis at annual rate of 5% above Barclays Bank base rate. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and continue to accrue.

If a Customer's payment is not honoured by their bankers an administration fee of £50.00 will be levied by the Supplier.

If a project is on hold indefinitely or cancelled for whatever reason at any stage, the Supplier may invoice the Customer in full or for all the work completed up to the date of the cancellation or suspension, together with any costs the Supplier faces for outside supplies already ordered for the project.

### 7. Customer Default

If the Customer fails to make any payment on the due date then, without

prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

Cancel the Order or suspend any further deliveries of Goods and Services to the Customer.

Appropriate any payment made by the Customer to such of the Goods and Services (or Goods supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer) and this condition applies if:

The Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of Contract, or The Customer becomes subject to an administration order or makes any voluntary agreement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual firm) becomes bankrupt or (being a company) goes in liquidation, or The Customer ceases, or threatens to cease to carry on business, or The Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

Without prejudice to any right or remedy available to the Supplier, the Supplier shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **8. Delivery and Performance**

Delivery of the Goods shall be made by the Supplier delivering the Goods to the specified accepted Order.

The delivery date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing or by email.

## **9. Services**

With effect from the commencement date, the Supplier shall, in consideration of the fees being paid in accordance with the terms of payment, provide the Services expressly identified in the quotation or otherwise agreed under this agreement.

The Supplier will use reasonable care and skill to perform the services identified in the quotation or otherwise agreed under this agreement.

The Supplier shall use all reasonable endeavours to complete its obligations under the schedule, but time will not be of the essence in the performance of these obligations.

## **10. Cancellation**

No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing or by email of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss, costs, damages, charges and expenses incurred by the Supplier as a result of cancellation.

## **11. Use of third Parties**

The Supplier reserves the right to use the services of contractors and/or other suppliers (third party) to carry out aspects of the project (including but not limited to: web development, hosting, printing) and any work, content, services and usage is bound by their (third party) Terms and Conditions (to be provided upon request).

The Supplier will carefully select and instruct any third party but will have no control over the third party's activities and therefore accept no responsibility

for the service provided to the Customer by the third party for errors or omissions.

## **12. Website Development and hosting**

The Supplier will incur no liability for any website development and/or hosting. The Customer will agree to the Terms and Conditions of the website developer and/or website hosting contractor. The Supplier will incur no liability for any and all claims resulting from the Customer's website usage or functionality.

## **13. Copyrights**

Copyright of the completed artwork, text, images, logo will be passed to the Customer upon receipt of full payment, until then it will remain the intellectual property of the Supplier.

By supplying images, text, or any other data to the Supplier, the Customer grants the Supplier permission to use this material freely in the pursuit of the design. The Customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such material will remain with the Customer or rightful copyright or trademark owner.

Should the Supplier, or the Customer supply an image, text or any other file for use in a website, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the Customer will agree to allow the Supplier to remove and/or replace the file.

The Supplier cannot take responsibility and/or be held liable for any copyright infringements caused by materials supplied by the Customer. The Supplier reserves the right to refuse any copyright material unless adequate proof is given of permission to use it.

The Customer agrees to fully indemnify and hold the Supplier free from harm in any and all claims resulting from the Customer in not having obtained all the required copyright, and/or any other necessary permissions.

In the event that the Customer sells or transfers the goods to a third party before legal and beneficial title has passed to him under these conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Supplier) shall be held by the Customer on behalf of the Supplier.

The Supplier may, in accordance with the provisions of Companies Act 1985 register any charge created by these conditions.

The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:

The Customer commits or permits any material breach of his obligations under these conditions.

The Customer enters in a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors.

The Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of schedule B1 of the insolvency Act 1986), a resolution is passed or petition presented by any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings

are commenced relating to the insolvency or possible insolvency of the Customer.

#### **14. Rights of refusal**

The Supplier reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial. The Supplier is to be held in no way responsible for such data and/or be held liable.

The Supplier reserves the right to end a business relationship/agreement with a Customer should they feel that they cannot continue providing Services to the Customer for whatever reasonable reason. The Customer will only be invoiced for the work completed up to the day of the end of the business relationship/agreement. The Supplier cannot be held liable for any claims that the Customer might raise as a result of the termination of the business relationship/agreement.

#### **15. Liability**

Except in the respect of death or personal injury caused by the Supplier's negligence, the Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this agreement, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents otherwise) which arise out of or in connection with the supply of the Goods and Services.

The Supplier shall not be liable to the Customer or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

The Supplier cannot be held liable for anything adversely affecting the Customer's business operation, sales, profitability, costs incurred, compensation or loss of earnings that the Customer might claim is a result of a service offered by the Supplier.

#### **16. Force Majeure**

In the event that either party is prevented from fulfilling its obligations under this agreement by reason of any supervising event beyond its control including but not limited to, war, national emergency, flood, earthquake, strike or lockout, the party shall not be deemed to be in breach of its obligations under this agreement. The party shall immediately give notice of this to the other party and must take reasonable steps to resume performance of its obligations.

Each party shall be liable to pay the other, damages for breach of this agreement and all expenses and costs incurred by that party in enforcing its rights under this agreement.

#### **17. Incapacity**

If the Supplier suffers from a period of incapacity exceeding 3 months then this agreement shall automatically terminate unless the parties first agree otherwise in writing or by email.

#### **18. Waiver**

No waiver by the Supplier of any breach of the contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

#### **19. Changes to Terms and Conditions**

The Supplier reserves the right to make any changes to these Terms and Conditions from time to time.

#### **20. Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by the laws of England and Wales and the parties agree to submit to the jurisdiction of the English and Welsh Courts.