



TERMS AND CONDITIONS

These terms and conditions set out the terms upon which we contract to supply services to our clients and unless we have agreed to the contrary in writing we only offer to supply our services on the basis of these terms. We will agree modifications to these terms but such agreement must be in writing and cannot be inferred from a course of behaviour.

1. SCOPE OF CONTRACT

- (a) The Supplier, Green Square Brand Design Limited supplies the contracting party ("the Client") with the following services namely creative design, brand consultation and print/ digital media delivery ("the Service")
- (b) This contract shall be subject to English Law and the exclusive jurisdiction of the English Courts.
- (c) The Supplier agrees to carry out the Service for the Client reasonably speedily and using reasonable skill and care and subject to the matters set out herein.

2. CLIENT'S DUTY TO PROVIDE INFORMATION AND SUPPORT

- (a) The Client shall be solely responsible for providing the Supplier with all necessary information concerning its requirements for the Service. The Supplier shall not be responsible for any shortcomings in such information.
- (b) Proofs or work may be submitted for Clients approval and the Supplier shall incur no liability for any errors not corrected by the client in proofs so submitted. Client's alterations and additional proofs necessitated and all other works carried out at the clients request shall be charged extra.
- (c) The Client shall provide the Supplier with such support (including access and services) as is reasonable to permit the Supplier to carry out the service efficiently and speedily. The Supplier will comply with all reasonable

instructions of the Client in this regard and if such instructions cause a delay or a cost increase then the Supplier will so inform the Client.

- (d) At no stage will the Supplier proceed with production without the clients signed approval that the final proof is clean.

3. **DELIVERY**

- (a) The delivery times of the Service stated by the Supplier are reasonable estimates and the Supplier shall not be responsible for any delay that is not directly attributable to the fault of the Supplier and time is not deemed to be of the essence of the contract.
- (b) Goods shall be at the clients risk from the moment of delivery whether or not property in the goods has passed or payment or part payment made, therefore the Client shall be responsible for insuring the goods thereafter.

4. **MATERIALS AND SUB-CONTRACTORS**

- (a) If the Service includes the provision of materials then the Supplier will (based on the client's information) advise on and procure materials that the Supplier reasonably considers are appropriate for the contract at a reasonable price.
- (b) If the Service includes the provision of subcontractors then the Supplier will advise on and procure the services of subcontractors who the Supplier is satisfied are reasonably professionally competent.
- (c) The Supplier will not be responsible for any failures of subcontractors but will give all reasonable assistance to the Client to permit the Client to enforce its rights against sub contractors, including assigning all the Suppliers rights to the Client on request.

5. **CONTRACT PRICES/TITLE**

- (a) The Contract Price is exclusive of VAT and other local taxes and of all reasonable material costs and third party charges that are reasonably needed to enable the Supplier to carry out the service for the Client (provided that the Supplier will take reasonable steps to notify the client of the type and estimated amount of the expenses involved).

- (b) Any estimate of the whole or any part of the Contract Price is given in good faith and shall be treated as an estimate only and all errors and omissions shall be excepted.
- (c) Payment of the Contract Price shall be made in pounds sterling within 30 days of the date of invoice. The Supplier shall be entitled to charge interest on overdue sums thereafter at the rate of 4% per annum above the base rate for the time being of the Supplier's Bank or the prevailing County Court Judgement interest rate, whichever is the greater.
- (d) All payments shall be made without deduction in respect of any set-off or counterclaim.
- (e) In the case of contracts that are likely to be of more than one months duration the Supplier will be entitled to deliver monthly invoices on account but shall be required to reconcile and give credit for such payments at the end of the contract.
- (f) Unless a specific basis for remuneration has been agreed the Supplier will be entitled to reasonable remuneration based on cost of materials and expenses plus reasonable mark-up thereon plus value of the Suppliers services in accordance with the Supply of Goods and Services Act 1982 (as amended).

6. **CANCELLATION**

- (a) Without prejudice to any other remedy the Supplier may have in the event of the Client cancelling the contract the Supplier shall be entitled to charge the client for all expenses incurred by the Supplier in respect of such contract to the date of cancellation and any loss of profit arising by reason of the cancellation.
- (b) A contract for the design or printing of a periodical publication may not be terminated by either party unless 26 weeks notice is given in writing.

7. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

- (a) The copyright in the Suppliers literary musical and artistic works (including specifications, designs, drawings, illustrations, texts, scores, photographs, films and music whether stored or displayed physically or electronically and in whatever medium) and the design right in the Suppliers designs and goods

("the Intellectual Property") belongs to the Supplier and is hereby asserted and the Client is licensed to use the Intellectual Property for the purposes of this contract only.

- (b) The parties will use reasonable endeavours to protect and preserve each others confidential business information and know-how and will comply with the other parties reasonable requirements in that regard.

8. **LIMITATION OF LIABILITY**

- (a) The liability of the Supplier under the Contract or in tort shall not exceed the greater of the sums paid by the Client under the contract or such sum as shall be receivable by the Supplier in respect of any claim under any insurance policy effected by the Supplier from time to time. The Supplier warrants that it maintains such Insurances as are reasonable and normal in the suppliers industry.

9. **PUBLICITY AND EXAMPLES**

- (a) The Supplier shall have reasonable right to publicise its involvement in the Contract once the work that was the subject of the Contract is in the public domain.

10. **MISCELLANEOUS**

- (a) The Supplier shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of third parties.