

Terms and Conditions of Business

Terms and Conditions between the individual, firm or company named in the attached proposal ("the Client") and Equiweb Design ("the Supplier")

1 The Agreement

- 1.1 The instruction by the Client to the Supplier to start work on the Services referred to below shall be deemed to mean that the Client has accepted the Supplier's proposal and has agreed that these Terms will apply to this contract.
- 1.2 The Supplier shall provide the services as set out in the attached proposal ("the Services") to the Client subject to these Terms. Any changes or additions to the Services or these Terms must be agreed in writing by the Supplier and the Client.
- 1.3 The Client shall at its own expense supply the Supplier with all necessary documents or other materials, and all necessary data or other information relating to the Services ("Client Material"), within sufficient time to enable the Supplier to provide the Services in accordance with this contract. The Client shall ensure the accuracy of all Client Material.
- 1.4 The Services shall be provided in accordance with any proposal issued by the Supplier or otherwise in accordance with the Supplier's current brochure relating to the Services from time to time, subject to these Terms.
- 1.5 All drawings, descriptions, story boards and illustrations that the Supplier provides to the Client are for the sole purpose of giving the Client an approximate idea of the Services that the Supplier will carry out. Where the Client signs such drawings, descriptions, designs, story boards or illustrations to indicate its approval of them then this will be taken as conclusive evidence of the Services which the Supplier has agreed to carry out and the content of them.
- 1.6 The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Services without any liability to the Client.
- 1.7 The Supplier may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

2 Charges

- 2.1 Subject to any special terms agreed, the Client shall pay the Supplier's charges for the Services as set out in the attached proposal and any additional sums which are agreed between the Supplier and the Client for the provision of the Services or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any information provided by the Client to the Supplier or any other cause attributable to the Client.
- 2.2 All charges quoted to the Client for the provision of the Services are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.
- 2.3 The Client shall pay the Supplier's charges without any set off, deduction or condition within 7 days of the date of invoice in accordance with the terms as set out in the attached proposal

- 2.4 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until the outstanding amount is paid in full.

3 Ownership Rights

- 3.1 The property and any copyright or other intellectual property rights in any copy, artwork, plans, film, photography, transparencies, recordings, soundtracks, software and any other material ("the Supplier's Material") provided by the Supplier shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Supplier's Material for the purposes of utilising the Services.
- 3.2 Any Supplier's Material or other information provided to the Client by the Supplier shall be kept confidential by the Client; but the foregoing shall not apply to any documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 3.3 The Client warrants that any Client Material provided to the Supplier and used by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.

4 Warranties and Liability

- 4.1 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the proposal. Where in connection with the provision of the Services the Supplier supplies any goods or services obtained from a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.
- 4.2 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any information, material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 4.3 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client, and the entire liability of the Supplier under or in connection with this contract shall not exceed the amount of the Supplier's charges for the provision of the Services, except as expressly provided in these Terms.