

TERMS & CONDITIONS

The following terms and conditions refer to Conbella Creative Solutions Limited ("The Company") and its relationship with its clients and potential clients.

General Terms & Conditions of Business

1. Quotes & Prices

- 1.1.1. All quotes/estimates are valid for 14 days from the date of submission.
- 1.1.2. Quotes/estimates are based on the information provided by the Client, including but not limited to detail on quantities, structure, scope and functionality. Any quote/estimate may therefore be subject to change should the client's requirements change at any time.
- 1.1.3. Unless otherwise stated, photography, stock images, delivery, copywriting and VAT will be charged extra.
- 1.1.4. If the contract or hourly price has not been fixed for the term of a contract, our hourly rate of £200 will apply.
- 1.1.5. The Company reserves the right to alter the hourly rate at any time as business needs dictate.
- 1.1.6. Quotes/estimates are based on The Company current costs of production and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
- 1.1.7. Any estimates given by The Company as to the time of completion or performance of its services (whether completion of the whole or a part of those services) shall be estimates only and time shall not be of the essence.
- 1.1.8. Any stated timescale is reliant upon the client providing all required information/copy/images within the time set out at project initiation.

2. Methods

- 2.1.1. The Company reserves the right to sub-contract the fulfilment of an order or any part thereof.
- 2.1.2. Any images supplied electronically will be incorporated into designs without charge provided that they are of suitable quality. All images need to be supplied as Adobe Illustrator, Adobe Photoshop, Adobe Indesign, EPS illustrator vectors for logos and Photoshop tiffs (300dpi min) for pictures. Any logos that need to be re-drawn will be charged extra at our hourly rate. All supplied images requiring scanning or alterations to be charged at cost per our price matrix indicated per image. Images sourced from external image libraries may incur additional licence/royalty charges payable by the Client.
- 2.1.3. Should the Client supply text, artwork or images, The Company is not obliged to edit, check or guarantee the correctness thereof in any way whatsoever, and the end product shall be made at the entire risk of the Client.
- 2.1.4. The Company shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent design or any other proprietary or personal rights contained in any material supplied by the Client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
- 2.1.5. Origination and/or conceptual work and any copyright subsisting therein shall remain the property of The Company unless otherwise agreed in writing with the Client.
- 2.1.6. The Client's property and property supplied to The Company on behalf of the Client, while it is in the possession of The Company or in transit to or from the Client, will be deemed to be at Client's risk unless otherwise agreed and the Client should insure accordingly.
- 2.1.7. The Company may charge rent for storage of goods retained at Client's request, or items left with the Agency before receipt of the order or after notification to the Client of completion of the work.



- 2.1.8. When required to expedite project delivery ahead of the time needed for proper production of a given deadline, The Company shall not be liable for defects occasioned thereby. Should such delivery require payment of overtime wages, delivery charges or other additional costs, all such extras will be for the Client's account.
- 2.1.9. The Company shall not be required to use, print, upload or hold 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 a third party.
- 2.1.10. All experimental work shall, unless agreed expressly otherwise, be charged to the Client, if used in a commercial context.

3. Invoice and Payments.

- 3.1.1. Payment must be made no more than 7 days after date of invoice unless otherwise agreed in writing in advance.
- 3.1.2. We understand and will exercise our statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998 amended by European Directive 2000/35/EC if we are not paid according to these terms.
- 3.1.3. All work remains copyrighted to The Company until settlement of relevant fee account.
- 3.1.4. All invoices are subject to UK VAT at the current rate, unless a valid exemption certificate is provided.
- 3.1.5. All payments must be in UK Pounds Sterling.
- 3.1.6. All work completed after project inception will be billed as it is completed at the end of every calendar month as Work in Progress (WIP) until the conclusion of the project.
- 3.1.7. If The Company incurs any costs as a result of the Client's neglect or default, The Company may charge those costs to the Client in addition to the contract price.
- 3.1.8. The Client shall pay for any preliminary work which is produced at his/her request, whether experimentally or otherwise. A 50% rejection fee is applicable on all designs executed by The Company should the Client cancel their contract/order.
- 3.1.9. When payment is overdue, The Company may suspend work, service and/or delivery without notice and without prejudice to any other legal remedy until due payment has been made. Furthermore, any work started but incomplete may be suspended and payment therefore becomes immediately due and payable, notwithstanding anything expressed herein, and any monies in respect of.
- 3.1.10. The Company may require payment in advance, or a deposit of at least 50% of the quote/estimate total prior to instigating work on an order, particularly but not limited to the following situations: new clients; clients with a poor payment history; large, lengthy or complex projects. Where a deposit is required, the balance shall be due upon completion of the work, unless otherwise agreed in writing in advance.
- 3.1.11. If your payment is returned by the bank as unpaid for any reason, you will be liable for a charge of £50 for each occurrence.

4. Insolvency

- 4.1.1. If the Client ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or is deemed to be unable to pay its debts or have a winding-up petition issued against it or being a person who commits an act of bankruptcy or has a bankruptcy petition issued against him, The Company without prejudice to other remedies shall:
 - 4.1.1.1. Have the right not to proceed further with the contract or any other work for the Client and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Client. Such charge to be an immediate debt due to him.



- 4.1.1.2. In respect of all unpaid debts due from the Client have a general lieu on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as it thinks fit and to apply the proceeds towards such debts.

5. Force Majeure

- 5.1.1. The Company shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, equipment failure, lock-out, strike, default or failure of subcontractor or supplier or any other cause beyond its control, other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Client may by written notice to The Company elect 'to terminate the contract and pay for work done and materials used', but subject thereto shall otherwise accept delivery when available.
- 5.1.2. The Company shall not be liable for any loss, damage or expense suffered by the client or any third party arising directly or indirectly from any such matters.

6. Information Provided by You

- 6.1.1. You warrant that the name, address and payment information provided when you place your order with The Company will be correct and you agree to notify The Company of any changes in the name, address and/or payment details.
- 6.1.2. You agree that the Agency may disclose your name and address where any enquiries are made.
- 6.1.3. You warrant that you possess the legal right and ability to enter into this Agreement and to use The Company services in accordance with this Agreement.

7. Indemnity

- 7.1.1. You shall indemnify us and keep us indemnified and hold us harmless from all liabilities, actions, claims, proceedings, losses, expenses (including reasonable legal costs and expenses), costs and damages, howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement, or arising out of claims based upon or relating to our work for you or any claim brought against us by a third party resulting from the provision of any Services to you and your use of them.
- 7.1.2. The Company will notify you promptly of any claim for which The Company seeks specific indemnification at the currently supplied address. The Company will afford you the opportunity to participate in the defence of such claim, provided that your participation will not be conducted in a manner prejudicial to the Agency's interests, as reasonably determined by The Company and/or its legal representatives.
- 7.1.3. The client shall be responsible for effecting all necessary insurance in respect of any loss, damage or expense that it may suffer directly or indirectly in relation to the provision or non-provision of The Company goods and services.

8. Limitation of Liability

- 8.1.1. All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, are subject always to sub clause 8.1.2.
- 8.1.2. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.
- 8.1.3. In any event, no claim against The Company shall be brought unless you have notified The Company of the claim within one year of the issue arising.
- 8.1.4. In no event shall The Company be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss of business, contracts, anticipated savings or profits or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by The Company negligence or the negligence of its servants or agents or otherwise) which arise out of or in connection with the provision of any goods or services by The Company.
- 8.1.5. The Company warrants that its services will be provided using reasonable care and skill. Where The Company supplies any goods supplied by a third party, The Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign the benefit of any warranty, guarantee or indemnity given by the supplier of the goods to The Company.

9. General Terms

- 9.1.1. These conditions and all other express terms of the contract shall be governed and constructed in accordance with the laws of England and you hereby submit to the non-exclusive jurisdiction of the English courts.
- 9.1.2. The Company shall not be liable or deemed to be in breach of contract by reason of any delay in performing, or failure to perform, any of its obligations if the delay or failure was due to any cause beyond its reasonable control.
- 9.1.3. All quotes/estimates, briefs and other Client/ The Company documents are commercially confidential and may not be disclosed to third parties without prior written agreement.
- 9.1.4. These terms and conditions, together with any documents expressly referred to in them, contain the entire Agreement between The Company and the Client relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings, proposals or contemporaneous communications, written or oral: between The Company and the Client in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you confirm that you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been expressly made in this Agreement.
- 9.1.5. Any notice to be given by either party to the other may be sent by either email or post to the address of the other party as appearing in this Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved, be deemed to be received on the day it was sent, or if sent by post shall be deemed to be served two days following the date of posting.
- 9.1.6. Headings, numbering and summaries are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.
- 9.1.7. You acknowledge that no joint venture, partnership, employment, or company relationship exists between you and The Company as a result of your use of these services. You agree not to hold



yourself out as a representative, agent or employee of The Company. You agree that The Company will not be liable by reason of any representation, act or omission to act by you.

- 9.1.8. The Company reserves the right to revise, alter, modify or amend these terms and conditions, and any of our other policies and agreements at any time and in any manner without prior notification. Notice of any revision, amendment, or modification will be posted in accordance with our Terms and Conditions.
- 9.1.9. If any of the provisions of this Agreement are judged to be illegal or unenforceable, the remainder shall continue in full force and the effect of the remainder of them will be not be deemed to be prejudiced.
- 9.1.10. This Agreement takes effect on the date on which you order our services. Acceptance of these terms is an absolute condition of the Client requesting work. An order constitutes acceptance of all our Terms and Conditions.
- 9.1.11. You shall not assign this Agreement or any benefits or interests arising under this Agreement without The Company prior written permission.

10. Design

- 10.1.1. The entire copyright, title and intellectual property of any design, concept, artwork, image will remain that of The Company at all times throughout the world.

11. Right to Credit

- 11.1.1. The Company asserts their moral right to be identified as the author and creator of The Company work and the right to credit (where possible) is asserted in accordance with Section 77-79 of the Copyright, Design and Patents Act 1988 or any amendment or re-enactment thereof. Please credit The Company.

12. Use

- 12.1.1. The Company retains the right in all cases to uses the images, designs covered by this agreement at any time and in any part of the world for the purpose of advertising or otherwise promoting The Company.

13. Proofing

- 13.1.1. Proofs, pull samples, specimens, sketches, photographs, links or any representation, whether partial or total, of the finished article in whatever form may be submitted to the Client for approval.
- 13.1.2. Colour proofing is chargeable at the rate indicated on the quotation.
- 13.1.3. After initial design and layout, a digital PDF proof will be submitted for author's corrections to be identified. These corrections will be carried out inclusive of the quoted price. On approval of a second digital PDF proof, again inclusive of the quoted price, the design will be classed as complete, where a final physical colour digital or wet proof depending on the print request will be provided at cost for full Client sign off. Any additional author's corrections requested after the second digital PDF proof is submitted will be charged at our normal rate indicated in The Company



Price Matrix and an additional physical wet or digital proof will be supplied again at cost to the Client.

- 13.1.4. After approval the Client shall have no claim against The Company for errors in the exemplar as approved by them.
- 13.1.5. The Company will not be held responsible for any print issues after print arising from file given, should you not require a proof and by giving us approval to go ahead to print is solely the responsibility of the client as given file as print ready and all contents approved.

14. Print Terms & Condition

- 14.1.1. Standing matter and printers' materials of any kind are effaced or disposed of immediately after the order is executed unless written arrangements are made for retention in advance.
- 14.1.2. The Company shall not be required to work to tolerances closer than those applicable to the materials obtained by him in the ordinary course of trade. No liability shall arise from variation in the standard, quality or colour and performance of such materials.
- 14.1.3. Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon work being allowed for overs or shortage. Production Tolerance of are chargeable/creditable at +/- 20%.

15. Materials supplied by the Client

- 15.1.1. The Company will not be responsible for imperfect work caused by defects in or unsuitability of material and equipment supplied by the Client. The Company will not be responsible for Client's material wasted in course of production. Extra costs incurred through the use of defective materials or equipment supplied are for the Client's account.
- 15.1.2. The Company may reject any paper, plates or other materials supplied or specified by the Client which appear to them to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by The Company in ascertaining the unsuitability of the materials then that amount shall not be charged to the Client.
- 15.1.3. Quantities of materials supplied by the Client shall be adequate to cover normal spoilage.

16. Machine Readable Codes

- 16.1.1. In the case of machine-readable codes or symbols, The Company shall print the same as specified or approved by the Client in accordance with generally accepted standards and procedures.
- 16.1.2. The Client shall be responsible for satisfying themselves that the code or symbol will read correctly on the equipment likely to be used by those for whom the code or symbol is intended.
- 16.1.3. The Client shall indemnify The Company against any claims by any party resulting from the code or symbol not reading or not reading correctly for any reason, except to the extent that such claim arises from any failure of The Company to comply with any of the above which is not attributable to error falling within the tolerances generally accepted in the trade in relation to printing of this sort.

17. Delivery

- 17.1.1. Goods will be dispatched or must be collected by the Client when ready and the Client shall not refuse or delay delivery.
- 17.1.2. Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to The Company and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to The Company and the carrier within seven days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other complaints and claims must be made in writing to The Company within 28 days of delivery. The Company shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Client proves that it was not possible to comply with the requirements and advice (where required) was given and the claim made as soon as reasonably possible.
- 17.1.3. Goods completed but not delivered shall thereupon forthwith become due and payable. Moreover after the expiration of 14 days notice The Company may exercise a general lien on all the Client's goods and property in our hands and may dispose of such goods and property as they see fit and apply the proceeds towards such debts. The Company may also elect to cancel further work and/or not produce any unmade balance of such contract and recover from the Client any losses sustained by so doing.
- 17.1.4. The Company shall not be liable for any loss to the Client arising from delay in transit howsoever caused.
- 17.1.5. The risk in the goods passes to the Client upon delivery (whether to the Client or to a common carrier) but legal and beneficial ownership shall remain with The Company until payment in full has been received (each delivery being considered as whole). Until the date of payment the Client, if so required by The Company, shall store the goods in such a way that they are clearly identifiable as the property of The Company.

18. Charges

- 18.1.1. All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us and shall be due and payable in advance of their service provision without any set-off or other deduction. We reserve the right to change pricing at any time, although all pricing is guaranteed for the current subscription period.
- 18.1.2. Payment is due each anniversary on date, month, quarter or year following the date the Services were established until closure notice is given.