

## Terms of Business - Conditions of Supply

### 1 Interpretation

1.1 In these conditions:

'CLIENT' means the person named on the Work Order for whom the Designer has agreed to provide the Design Work in accordance with these Conditions

'CONTRACT' means the contract for the provision of the Design Work

'DOCUMENT' includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data

'INPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Client relating to the Design Work

'OUTPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Designer relating to the Design Work

'WORK ORDER' means the sheet to which these Conditions are appended

'DESIGN WORK' means the service to be provided by the Designer for the Client and referred to in the Work Order

'DESIGNER' means JUICE DESIGN of 122 Ruden Way, Epsom, Surrey KT17 3LP

'DESIGNER'S STANDARD CHARGES' means the charges shown in the Work Order

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation

### Supply of the Design Work

2.1 The Designer shall provide the Design Work to the Client subject to these Conditions. Any changes of additions to the Design Work or these Conditions must be agreed in writing by the Designer and the Client.

2.2 The Client shall at his own expense supply the Designer with all necessary Documents or other materials, and all necessary data or other information relating to the Design Work, within sufficient time to enable the Designer to provide the Design Work in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

2.3 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Designer shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.

2.4 The Design Work shall be provided in accordance with the Work Order

### Charges

3.1 Subject to any special terms agreed, the Client shall pay the Designer's Charges set out in the Work Order and any additional sums which are agreed between the Designer and the Client for the provision of the Design Work or which, in the Designer's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client as to 20% with order and as to the balance on the client accepting the finished work

3.2 If payment is not made on the due date, the Designer shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount every 30 days (both before and after any judgment) at the rate of 5% above the base rate from time to time of Nat West Bank plc from the due date until the outstanding amount is paid in full.

3.3 The Design Work shall remain the property of the Designer and any actual or implied licence to use it shall be able to be revoked by the Designer if the Client fails to pay for the Design Work in accordance with the agreement between parties.

3.4 Any amendments or alterations to the Design Work after it has been completed and signed for shall be subject to additional charges

### Rights in Input Material and Output Material

4.1 The property and any copyright or other intellectual property rights in:

4.1.1 any Input Material shall belong to the Client

4.1.2 any Output Material shall, unless otherwise agreed in writing between the Client and the Designer, belong to the Designer, subject only to the right of the Client to use the Output Material for the purposes of utilising the Design Work.

4.2 The Design Work may not be altered, added to or otherwise changed without the express consent of the Designer

4.3 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Designer, and all Output Material or other information provided by the Designer which is so designated by the Designer 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.

4.4 The Client warrants that any Input Material and its use by the Designer for the purpose of providing the Design Work will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Designer against any loss, damages, costs, expenses or other claims arising from any such infringement.

4.5 Subject to paragraph 4.4, the Designer warrants that any Output Material and its use by the Client for the purposes of utilising the Design Work will not infringe the copyright or other rights of any third party, and the Designer shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

### Warranties and Liabilities

5.1 The Designer warrants to the Client that the Design Work will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Work Order.

5.2 The Designer shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input 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.

5.3 It is the responsibility of the Client to copy read all material and the Designer accepts no responsibility for any errors in the Design Work

5.4 While every effort shall be made to keep to time limits the Designer shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Designer's obligations in relation to the Design Work, if the delay of failure was due to any cause beyond the Designer's reasonable control.

### General

6.1 These Conditions (together with the terms, if any, set out in the Work Order) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.