

# Terms

## 1. MEANING OF WORDS AND PHRASES

Wherever these words and phrases appear in Our Terms they will always have the following meanings: – (a) "You, your, customer, client, their" – The customer named on the quote. (b) "We, our, us, The Supplier" – JOANNE WOOD DESIGN LTD.

## 2. RATES

Estimate/quotes are based on the brief supplied. Unless otherwise agreed in writing, these are subject to amendment where the actual work involved is greater or the brief is changed to an extent that increases the work required. All work is charged/ estimated at either the agreed hourly rate plus VAT (minimum charge of 15 minutes) or at the set-price plus VAT. All BACS payment details are on our invoices (supplied on sign-off).

## 3. TAX

All estimates/quotes/invoices are subject to Value Added Tax (VAT) at the UK standard rate. We are VAT registered.

## 4. PRELIMINARY WORK

All work carried out, whether conceptually or otherwise, at client's request shall be charged, unless agreed in writing.

## 5. COPY/BRIEF

We reserve the right to charge for any additional work involved where copy/brief supplied is not clear and legible.

## 6. PROOFS

Digital (PDF/JPG) proofs will be submitted for client's approval and sign-off prior to printing or finalisation. After sign off, we shall incur no liability for any errors not corrected by the client. Changes made to proofs will be charged, unless otherwise agreed in writing, at our standard rate with a minimum of one hour.

## 7. PAYMENT

(a) Payment is due not later than 30 days from the date of invoice. (b) Non payment will incur interest at the rate of 2 per cent above base rate per calendar month. (c) If a project has come to a stand-still through no fault of our own, after 30 days we withhold the right to charge for all work undertaken to that point regardless of sign-off.

## 8. ACCEPTANCE

The client shall be deemed to have accepted the work as being in conformity with the contract unless written notice of rejection, with reason(s), is received by us within 7 days of submission.

## 9. LIABILITY

(a) We shall not be liable for any loss to the customer arising from delay(s) outside of our control or caused by either the client or a third party. (b) We shall in no circumstances be liable for economic loss or damage in respect of special, indirect or consequential loss whether or not the possibility thereof was known to us. (c) Any work that we undertake and is approved by you is client's responsibility. We will not be held responsible for libel, infringement of copyright, patent, and design or other. The client in respect of any expenses we incur, including lawyer's advice shall indemnify us.

## 10. INSOLVENCY

If the client ceases to pay their debts to us in the ordinary course of business, or cannot pay debts as they become due, or their company is deemed unable to pay debts, we shall have the right not to proceed further with the contract or with any other work for the client. In such circumstances, we shall be entitled to charge for work already carried out (whether completed or not) and for any materials purchased for the client, payment for the whole of which shall become due immediately.

## 11. FORCE MAJEURE

We shall be under no liability if we are unable to carry out any provision of the contract for any reason beyond our control including Act(s) of God, legislation, war, fire, flood, drought, failure of power supply, terrorism, lock-out, strike, other industrial action or inability to procure materials. During the continuance of such a contingency the client may by written notice to us elect to terminate the contract and pay for work time and materials used.

## 12. INTELLECTUAL PROPERTY

Intellectual Property (IP) is created when an idea takes some tangible form. IP can mean a brand, invention, design or other kind of creation and it can be legally owned. IP in the UK is automatically owned by the designer (us) unless agreed at the start of the project. We reserve the right to stop this agreement if the property/design is used in anyway not originally intended that could be considered offensive or derogatory.

Please read above carefully and complete below that you have understood and agreed with the terms (1-12). Return via fax to **08717 142 279** or scan and email to **woodj@joannewood.co.uk** – Thank you and we look forward to working with you.

Name: \_\_\_\_\_ Signed \_\_\_\_\_

Company: \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_