

TERMS & CONDITIONS

1. PAYMENT

Our payment terms are immediately on presentation of our invoice.

2. QUOTATIONS AND ESTIMATES

Upon engagement by you, Design Pro will cost the work required based upon the information you have provided at the time.

We will then agree a brief with you and will provide a further cost estimate. If the terms of the brief change, as a result of amendments to your requirements, Design-Pro may re-estimate the fees which will be required to fulfil the changed client requirements. Design-Pro reserve the right to change the final invoice to reflect any changes required but which, owing to pressure of timescales, have not been embodied in amended estimates or written quotations.

In support of these invoices and/or estimates Design Pro will keep time sheets of work carried out on your behalf, itemising each element of the project.

3. PRINT AND OTHER THIRD PARTY COSTS

Estimates of third party products and services, including print cost, can only be held for 30 days. If work is not commissioned or completed within that time frame, then the estimate or quotation may have to be reviewed, should the print costs change during that period. These costs may only alter slightly, and changes in this respect are rare, but it is important that this potential for change is addressed in these terms.

When third party services, including photography and print, are purchased by Design Pro on your behalf, we will take supervisory responsibility for the work of the supplier. If print work and photography is not overseen by Design Pro, we cannot and will not be held liable for the quality of the final product.

4. VAT

Value Added Tax, and/or any other tax or surcharge which may be imposed from time to time by any competent authority upon or in relation to supply of goods and/or the provision of a service, will be charged in accordance with any such legislation or ruling in force at the tax point.

5. DEPOSITS

We generally require payment of a deposit for our services. If a deposit is required, which will be confirmed in the estimate/quotation provided, such deposit shall not be refundable nor transferable, once goods have been ordered and/or performance of the contract has commenced, whichever shall be the earlier. The deposit will normally be 40% of the total charge of the value of the estimate/invoice.

6. LATE PAYMENT

All payments must be made in full and on delivery of the invoice unless varied by a specific written arrangement with the customer. After 30 days, interest will be charged at 3% above the National Westminster Bank plc base rate.

7. DEFAULT

If payment of a delivered invoice is not made, or payment for goods supplied or any part thereof is overdue, we may (without prejudice to any of our other rights) suspend performance of all or any of our outstanding obligations under the contract with the customer until payment is made in full. Furthermore, if any payment of a delivered invoice is not made, or payment for goods supplied or any part thereof is overdue, we may (without prejudice to any of our other rights) recover all or any part of such goods and may enter onto the customer's premises for that purpose.

8. PASSING OF RISK AND TITLE

Risk in any goods supplied passes to the customer when we deliver such goods to any entrance of the customer's premises, whether signed for or not. The customer shall immediately indemnify us against any damage to or loss of any goods from the time of delivery of such goods, or any part thereof, to any entrance to the premises until the receipt by us of the price of such goods. Property in any goods supplied shall pass only when we receive payment in full of the price of such goods.

9. SUBSTITUTION AND MODIFICATION

We reserve the right to make improvements, substitutions and modifications in the specification of any items or goods supplied provided that such improvements, substitutions or modifications will not materially adversely affect the performance of such equipment.

10. TERMINATION

Subject to clause 3 above and clause 9 below, either party can terminate the contract on 30 days' written notice to the other. Such notices to be sent by either registered first class post or recorded delivery. In the event of such a notice being served, the customer shall be liable to pay for goods which have been ordered and services performed to the date of expiry of that notice. We undertake not to order any further goods once a customer's notice of termination has been received by us. Subject to evidence to the contrary, notices delivered by post shall be deemed served 2 days after the date upon which such notice has been posted.

11. FORCE MAJEURE

We shall not be responsible or liable for any failure or delay or consequence thereof in the performance of any of our obligations owing to fire, strike, lockout, industrial dispute, flood, accident, delay in transport, shortage of fuel, neglect or default of any sub-contractor, inability to obtain material, embargo, act, refusal of licence, demand or requirement of any government or any government department or agency of any local authority or as a consequence of war or of hostilities or armed conflict (whether war be declared or not) or to any other cause whatsoever beyond our reasonable control, or the after effects of any of the foregoing, and whether the same takes place or have effect in the United Kingdom or elsewhere. If any such delay occurs then (unless the cause thereof shall frustrate or render impossible or illegal the performance of the contract with the customer or shall otherwise discharge the same), the period for us to perform its obligations under any contract with the customer shall be extended by such period (not limited to the length of the delay) as we may reasonably be required to complete such performance. To the extent that any of the above mentioned circumstances renders the performance of our obligations under any contract with the customer materially more expensive or onerous, we may by 30 days' notice in writing to the customer, terminate our outstanding obligations.

12. WAIVER OF RIGHTS

No failure, delay, relaxation or indulgence on our part in exercising any power or right conferred upon us by the individual contract with the customer or these terms and conditions shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right.

13. LIABILITY

We will indemnify the customer against any claim for or in respect of death or personal injury to any person if and to the extent that it is directly caused by the proven negligence (as defined under Section 1 (1) of the Unfair Contract Terms Act 1977) of us or any of our employees.

14. We shall not under any circumstances whatsoever be liable for and the customer shall indemnify and hold us harmless against any claim in respect of loss, injury or damage to property or persons directly or indirectly caused by or arising from the customer's negligence (including the operation of any goods and equipment supplied other than in accordance with operating instructions or manuals) or the customer's default or except as expressly provided for in any individual contract with the customer the possession, operation, use or misuse, functioning or malfunctioning, or modification of any equipment or goods supplied or other items supplied by us.

15. In no event shall we be liable in any circumstances for any loss of profits or contracts or for any indirect or consequential loss or damage suffered by the customer howsoever arising.

16. JURISDICTION

Any contract the customer enters into with us shall be governed by and construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

17 INTELLECTUAL PROPERTY

Unless agreed otherwise in writing, all intellectual property including but not limited to design rights, whether registered or unregistered, copyright, trade marks and performance rights shall remain the property of Design Pro Limited, pending payment of the final invoice for all services rendered. Once payment has been made in full all design and other intellectual property rights shall be transferred to the client upon a separate licence payment to be agreed with Design Pro and the client by way of a separate written agreement. For the avoidance of doubt, any intellectual property rights in respect of the design work which is produced for the client on a speculative basis or in contemplation of a contract between Design Pro and the client shall in all circumstances belong to Design Pro Limited.

Clients are reminded that any design work which is not validly transferred pursuant to this agreement remains the property of Design Pro Limited and that all rights are reserved in this respect. Clients are further reminded that it is both a criminal offence and a civil wrong to use such concept work without the written permission of Design Pro Limited. Under no circumstances can design work prepared and/or produced by Design Pro Limited be used by a client or any third party save as authorised in writing by Design Pro Limited.