

Paul Barton Design - Terms & Conditions

Revision 1.1

Paul Barton Design ("PBD", "we", "us", and "our") provides its services to the Client subject to these terms and conditions, which constitute the entire agreement and understanding of the parties. Any other terms proposed by the Client, whether verbally, in writing or on a purchase order, are expressly excluded. By agreeing to these terms and conditions, the Client is entering into a legally binding agreement based on these terms and conditions. The following information is correct at the time of publishing. For an up to date version please request a copy from us directly.

SERVICE PROVISION

We will provide our services with reasonable skill and care, subject to payment of the charges by the Client. Dates for commencement and delivery of the services quoted by us are estimates only and are not guaranteed. We will not be liable for any delay in the delivery of information and/or services.

PRICING AND PAYMENT

Prices are only valid for 30 days from the date shown on the quotation. Prices are quoted on the basis of information supplied by the Client. If the information supplied is incomplete or misleading or the Client's plans are subsequently amended Paul Barton Design reserves the right to increase its prices accordingly. Payment is due immediately upon receipt of our invoice, except where credit facilities have been approved in writing. Credit terms are strictly 14 days from the date of the invoice. We shall be entitled to cancel and/or suspend the services if any payment is not made on the due date. Any already delivered intellectual property, samples or prototypes stay rightfully in the possession of Paul Barton Design until full payment is received. In addition, we reserve the right to charge interest at 3% above our bank base rate on overdue payments. The Client shall have no right of set-off or to withhold payment or deduct any amount for any reason whatsoever.

CANCELLATION

In the event that the Client cancels the services after accepting an order, it shall be liable in full for all costs incurred by Paul Barton Design in relation to the order up to the time of cancellation and any costs or expenses incurred by Paul Barton Design or to which we are committed prior to, or as a result of, the Client's termination of the agreement. No refunds of payments made by the Client shall be given under any circumstances.

CLIENT'S OBLIGATIONS

The Client will provide or assist us in obtaining whatever materials, text or information are required for the provision of the services. We reserve the right to charge for time spent acquiring or amending such materials, text or information where those supplied by the Client are inadequate, or where the Client's instructions are inaccurate or incomplete.

The Client should not send original or unique materials to us and we accept no responsibility for loss or damage to Client material stored at our premises in any form.

The Client will review all specifications, drawings, models and data provided by us and provide feedback and/or approval in a timely manner. The Client will thoroughly check such specifications, drawings, models and data provided by us before signing off on them. Once written approval has been given the Client will have no further opportunity to make changes to the final product and we shall not be responsible for any error subsequently discovered in the final product. Nor will we be liable for any Client dissatisfaction with the product where the final product is produced in accordance with the signed-off specification. Any changes we do subsequently agree to make will be at our sole discretion and we reserve the right to charge for them. Any claims for damage or short supplied goods must be made in writing within seven days of goods being received.

RETENTION OF TITLE

All goods or services sold or supplied by Paul Barton Design remain our property until payment is made in full.

INTELLECTUAL PROPERTY

The Client represents and warrants to Paul Barton Design that any elements of text, graphics, images, designs or other material supplied or disclosed to Paul Barton Design are the property of the Client or the Client has permission from the rightful owner to use each of those elements and that Paul Barton Design its use of such material shall not infringe the intellectual property rights of any third party. Paul Barton Design will inform the relevant governing bodies in the event that it finds itself in possession of an illegal image. Any product produced by Paul Barton Design for the Client using or containing anything supplied or disclosed by the Client which infringes the intellectual property rights of any third party will remain the liability of the Client and the Client will indemnify and keep indemnified Paul Barton Design against any loss, damage claim or expense arising out of such infringement.

Where all sums owed to us under this agreement have been received, Paul Barton Design will assign to the Client all intellectual property rights (including copyright) in the final product as are owned by us and capable of assignment. All images, text, layouts, website scripts and source code appearing on or associated with our websites are copyright of Paul Barton Design. All media published on our websites remain the intellectual property of Paul Barton Design. Paul Barton Design shall have the right to use the Client's name & logo royalty-free in its own marketing material.

WARRANTIES AND LIABILITY

Paul Barton Design warrants that to the best of its knowledge and belief the final product shall not infringe any third-party rights or be in any way contrary to English law. All other warranties or representations whether express, implied or statutory, with respect to our service, including, without limitation, any implied warranties of merchantability, accuracy, fitness for a particular purpose, or non-infringement are hereby excluded to the maximum extent permitted by law. No oral or written information or advice given by us shall create a warranty. Paul Barton Design maximum aggregate liability to the Client under this agreement shall in no circumstances exceed an amount equal to the total amount actually paid by the Client under this agreement. In no event shall Paul Barton Design be liable to the Client for any loss of business, loss of opportunity, profits or goodwill or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or we had been made aware of the possibility of the Client incurring such a loss. The Client shall indemnify and keep indemnifying Paul Barton Design from and against any and all damage, loss, costs, expenses (including legal costs and expenses) and liability whether civil or criminal which we may incur or suffer resulting from any act, neglect or default of the Client or its

agents, employees or licensees, or the infringement of the intellectual property rights of any third party.

CONFIDENTIAL INFORMATION

The parties agree to treat as secret and confidential and not at any time for any reason during or after the termination of the agreement to disclose or permit to be disclosed or made use of any confidential information concerning the other's business which they may acquire in the course of the agreement.

The above restrictions shall not prevent: (a) the disclosure of information if required by law; or (b) the disclosure of information which is already in the public domain otherwise than through unauthorised disclosure by the Consultancy.

GENERAL

Amendment: Any valid alteration to or variation of this agreement must be in writing and signed on behalf of each of the parties by a duly authorised representative.

No Waiver: No failure of either party to enforce at any time or for any period any term or condition of the agreement shall constitute a waiver of such term or of that party's right later to enforce all terms and conditions of the agreement.

Severance: If any provision of the agreement is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable, or indication of the same is received by either of the parties from any relevant competent authority, such provision shall be deemed severed from the agreement and the remaining terms of the agreement shall remain in full force and effect.

Force Majeure: Neither party shall be liable for any delay in performing or failure to perform its obligations under the agreement to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (an "event of force majeure") provided that the event of force majeure is not due to the fault or negligence of that party. Each party shall use its reasonable endeavours to minimise the effects of any event of force majeure. The Client's obligation to pay all amounts due under this agreement is explicitly excluded from the provisions of this clause.

Jurisdiction: The agreement is governed by and is to be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.