



General Terms and Conditions of Business

Definition.

These terms of business apply to any work ('the work') undertaken by Aardvark Design Studio Ltd ('the studio') arising from instructions given by a client ('the client').

These terms and conditions set out will apply unless a variation has been subsequently agreed and confirmed in writing signed by an authorised officer of the studio and by a duly authorised person on behalf of the client.

Instructions

The client shall be solely responsible for providing the studio with all the necessary information in connection with its goods, the market and generally.

The studio shall not be responsible for any shortcomings in such information.

Completion

Any date specified for the completion of the work is an estimate, whilst every effort will be made to meet with the date specified this cannot be guaranteed.

Prices

1. The contract price shall include the fees and bought in costs as charged or quoted by the studio.
2. Additional charges will be made for any extra work plus costs and expenses entailed in altering or modifying designs or artwork caused by any changes, amendments or additions whether experimental or otherwise.
3. In addition to fees, the client shall reimburse us for all out of pocket expenses actually and properly incurred in execution of the commission. Such expenses will include hotel and travel expenses, photocopies, courier costs and all other out of pocket expenses.
4. The contract price is exclusive of VAT, and is also exclusive of all local or other chargeable taxes.
5. Any estimate of the whole or any part of the contract price is given in good faith and shall be treated as an estimate only and all errors and omissions shall be excepted
6. Any estimates of contract price shall be valid for 30 days.
7. Payment of the contract price shall be made in pounds sterling within 30 days of delivery or invoice and the studio shall be entitled to charge interest on overdue sums thereafter at the rate of 4 percent above the base rate for the time being of the Royal Bank of Scotland plc.

Stages

Where the contract is quoted in stages then each such stage shall be an individual contract under these conditions, and payments shall be made by stage. On request the studio shall be entitled to be paid fifty percent of the estimated contract price for each stage in advance and each stage shall be a separate cost commitment.

Title

Licence to the final product only shall pass to the client when and only when the full contract price for the product has been paid. Licence will be revoked if the product is not commercially exploited within two years of the contract date.

Intellectual Property rights

1. The studio agrees to take all reasonable care and precaution to ensure that no design proposed or submitted infringes any existing patent design right, registered design or other intellectual Property rights of a third party, it does not warrant or give other representation that any such design will not infringe any such right.
2. Copyright and all intellectual property Rights in designs, sketches, drawings, dummies, models and any other work produced by Aardvark Design Studio Ltd remain the sole property of Aardvark Design Studio Ltd unless and until otherwise assigned.

Use of work

Work carried out during the course of the commission shall not be used for any purpose other than that for which it was commissioned nor may any presentation work, sketchwork or artwork in rough form be used or published as finished work without prior written approval from Aardvark Design Studio Ltd.

No warranty in relation to proposals

All proposals made by the studio are in good faith and on the basis of instruction and information put before the studio at the time of preparation. Their suitability or application or effectiveness will depend on the client, the client's staff and the sub-contractors to the client and no proposal is to be taken to warrant achievable or attainable results or performance.

Indemnity by the client

The client shall indemnify the studio in respect of all financial liability (including professional costs, damages and accounts of profits) arising out of any claims made against the studio alleging infringement of the intellectual property rights if such claims arise from the use of information, inventions, ideas, designs, artwork, copy or other material provided by the client or in respect of all and any claim however arising under the Consumer Protection Act 1987.

Cancellation

The client may stop the project at any time. If the client terminates the project upon the completion of a stage then they shall pay the studio's fees and expenses up to the end of that stage. If the client cancels the project during a stage the client agrees to pay the full agreed fee for that stage and all expenses incurred up to cancellation including any expenses relating to work which may have been commenced but not presented. On cancellation or postponement of the commission or any part of it for any reason the studio shall retain the copyright even if the fee agreed in advance for the work had included assignment of the copyright.

Infringement

The studio shall be under no liability to the purchaser for any actions, costs, claims or demands suffered in respect of any infringement of any patent, trademark name, registered design device for the protection of intellectual property or passing off save insofar as such infringement is due to the default or bad faith of the studio.

Confidentiality

The company will use its best endeavours to preserve the confidential information of the client.

Implementation

1. The Studio will advise on implementation based upon normal production methods and techniques
2. Proposals for implementation of the Studios designs are based upon the information provided by the client and no warranty or representation is given concerning performance.
3. The Studio is responsible for design but is not responsible for production, full responsibility for which remains with the client.
4. Client shall indemnify the Studio in respect of any claim howsoever arising under the Consumer Protection Act 1987.

Limitation of Liability

The Studio will carry out the work commissioned to a proper professional standard but otherwise it cannot and does not accept any liability for any loss suffered by the Client arising from or out of the work or any consequent product. Specifically the Studio does not accept responsibility for default by any third party or their sub-contractor or by any manufacturer or supplier.

Artwork and Proofs

We prepare and check artwork for reproduction as carefully as possible. However, we do not accept responsibility for any errors caused by the client, ourselves, or suppliers (for example typesetters, printers etc) once artwork has been passed for print or production. We do not accept responsibility for loss or damage to finished artwork or sketch work held by us. Artwork or sketch work kept for over one year will be destroyed unless claimed. Similarly the client should furnish us with proofs before publication so that we may check them for accuracy, however, the final responsibility for any errors or omissions remains with the client.

Publicity and examples

1. The Studio shall have reasonable right to publicise its involvement in the contract.
2. The Client shall provide examples of all its products covered by the contract to the Studio, free of charge, and the Studio may use them for its publicity.

Interpretation

In these Conditions and all other contract documents between the Studio and the Client references to the singular shall include the plural and vice versa. References to the masculine shall include the feminine and vice versa and references to individuals shall include corporations and vice versa.

English Law

The contract and any other matters concerning the relationship between the Studio and the Client shall be governed by and construed in accordance with English Law and shall be subject to the non- exclusive jurisdiction of the English Court.

Generally

This agreement is the whole agreement between the parties and shall not be varied save as may be agreed in writing.



AARDVARK DESIGN STUDIO

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