

TERMS AND CONDITIONS

Supply of Services

1. Definitions

'Client'	The recipient of the services named in the Contract
'Charge(s)'	Theoria Design's charges as specified on the quote
'Contract'	The contract between Theoria Design and the client incorporating the quote supplied and these terms and conditions
'Material(s)'	Any Documents supplied by one party to another relating to the Service
'Service(s)'	The service(s) to be provided to the Client by Theoria Design referred to in the Contract
'Supplier'	The supplier of services being Theoria Design
'Terms'	These general terms and conditions
'Us/We/Our'	The supplier of services being Theoria Design
'You/Your'	The recipient of services being the Client

Note: in these definitions and throughout the Terms the singular includes the plural and vice versa.

2. Supply

- 2.1.** The Service is provided in accordance with the details set out in the Contract and subject to these Terms.
- 2.2.** You shall promptly provide us with Materials necessary for us to properly perform the Service, or advise us where Materials can be found.
- 2.3.** You shall retain duplicate copies of all Materials and insure against their accidental loss or damage. All Materials shall be at your sole risk from the time of delivery to you.
- 2.4.** We may alter the Contract and these Terms at any time if necessary to comply with any relevant safety or other statutory requirements, or which do not materially affect the nature or quality of the Service.

3. General

- 3.1.** A quote provided by us is valid for 30 days, unless otherwise stated.
- 3.2.** We reserve the right not to print any matter deemed illegal, libellous or offensive, or which may be an infringement of the proprietary or other rights of any third party. This agreement indemnifies us in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
- 3.3.** Force Majeure - we accept no responsibility if we are unable to carry out any provision of the contract for any reason beyond our control including (without limitation) Act of God, legislation, war, fire, flood, drought, illness, failure of power supply, equipment failure or lock-out.

4. Proofs and printed product (if applicable to the Service)

- 4.1.** We will provide you with two final proofs. Once we provide you with a final proof, your signing this agreement confirms that you agree to the design and contents as depicted on the proof. By signing this agreement, you absolve us of all liability for any errors, omissions or discrepancies which may be present on the proof. Once you have signed this agreement and proof if supplied, you are not able to make any changes to the final product, nor are you able to hold us responsible for anything you are unhappy with. This contract revokes your right to take any kind of action against us for any aspect of the work with which you are later dissatisfied.

4.2. If a change is requested once final proof has been signed, we will do everything we can to make the correction before the printing starts, but we cannot guarantee this.

4.3. Every effort will be made to obtain the best possible colour reproduction on your work but we cannot guarantee an exact match in colour or texture between any materials with which you supply us as an example, and the printed article.

4.4. Every effort is made to produce the exact quantity of items ordered. However, some variation is inherent in the print process and so you accept that minor variations in quantity are possible, up to a tolerance of 3%. These do not affect the charges.

5. Payment

- 5.1.** Subject to any special terms agreed in the Contract, you shall pay the Charges.
- 5.2.** The Charges may be varied by us from time to time on reasonable notice to you.
- 5.3.** All charges quoted are exclusive of VAT, for which you are additionally liable.
- 5.4.** New Clients agree to pay a deposit of 40% of the final bill upon ordering, and to pay the outstanding balance on delivery of the completed service, unless otherwise agreed in the Contract. All deposit payments are non-refundable. Existing Clients agree to adhere to Clause 5.5.
- 5.5.** We will invoice you upon completion of the service, unless the Contract specifies the service is completed in stages, in which case we will invoice upon completion of each stage.
- 5.6.** We shall be paid by you without any set off deduction or counter-claim within 30 days of the date on our invoice, unless otherwise previously agreed and set out in the Contract.
- 5.7.** We may charge interest on any outstanding amount at the rate of 8% above the base rate from the due date until the outstanding amount is paid in full.

6. Ownership

- 6.1.** Unless negotiated and agreed in writing, the copyrights of general artwork, commissioned artwork, illustrations, website design, programming and copy belong to us. If you supply us with material, it is your responsibility to obtain all necessary copyrights for its use, and we assume that you possess these. In such cases, the copyright belongs to you. By signing this agreement, you agree to indemnify us from any claim which arises regarding the use of material with which you supply us.
- 6.2.** We retain the right to use any material for self-promotion unless the Contract states that the material is of a confidential nature and this has been previously agreed.
- 6.3.** Any fonts purchased for your Service are licensed to us, unless you request to be included in an end-user license at the time of purchasing.

7. Warranties and Liability

- 7.1.** Theoria Design warrants that the Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract.
- 7.2.** Subject as expressly provided in these Terms all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law and we shall not be liable to you for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Theoria Design, its employees or agents or otherwise) whether arising out of or in connection with the supply of the Service.
- 7.3.** Notwithstanding clause [7.2], the entire liability of

Theoria Design under or in connection with any contract shall not exceed the total charges payable, provided that nothing in the Terms shall exclude or limit our liability for death or personal injury caused due to its negligence.

7.4. We shall not be liable to you or in breach of contract if we delay in performing, or fail to perform, any of our obligations to you, if that delay or failure was beyond our reasonable control.

8. Termination

- 8.1.** Each party may terminate the Contract at any time by giving 1 week notice.
- 8.2.** Either party may (without limiting any other remedy) at any time terminate the contract by giving written notice to the other if the other commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

9. Consequences of Termination

9.1. After notice of termination has been received by either party, any costs incurred including, but not limited to, design work, ordering of paper, purchasing of images, must be paid by you in accordance with Section 5.

10. Other

- 10.1.** The Contract and Terms 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.
- 10.2.** Any notice required or permitted to be given by either party to the other under the Terms or the Contract shall be in writing addressed to the other party at its registered office or principal place of business or such other address in England or Wales as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 10.3.** No failure or delay by either party in exercising any of its rights under the Terms or the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Terms or the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.4.** If any provision of these Terms or the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms or the Contract and the remainder of the provision in question shall not be affected.
- 10.5.** Any dispute or difference arising out of or in connection with this Agreement shall be determined in accordance with the Chartered Institute of Arbitrators Rules (2000 edition) by a single arbitrator to be agreed between the parties, or failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators.
- 10.6.** The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and no person who is not a party to this Contract (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this Contract pursuant to the provisions of the said Act.
- 10.7.** English law applies to the Contract and the Terms, and the parties hereby submit to the non exclusive jurisdiction of the English courts.