



Terms and Conditions of Contract 2011

1 GENERAL

Note: The term Consultancy refers to Helix Design Limited.

- 1.1 All orders placed with the Consultancy, whether pursuant to an estimate or otherwise, shall be subject to these terms and conditions. No variation to these conditions shall take effect unless agreed in writing by the consultancy.

2 FEES AND COSTS

- 2.1 No work is undertaken without charge or on a speculative basis unless agreed in writing by the Consultancy
- 2.2 Fees and costs may be charged in one of the following ways:
- 2.2.1 Firm quotation for whole project to fixed budget. Based on a described statement of intent. With: 33.33% fees & costs invoiced on commission. 33.33% invoiced at delivery of development stage. 33.33% invoiced at final delivery of production stage.
- 2.2.2 or hourly rate of £80.00 plus costs plus 17.50% handling fee on 'bought-in' services etc. If no written estimate or price given, the price shall be the Consultancy's current price at the time of completion of work ordered by the client.
- 2.3 Fees and costs estimated or quoted will be based on current costs. The Consultancy reserves the right to increase prices to cover unforeseen increases in costs/materials/wages between the time of acceptance and the completion of contract.
- 2.4 Travel and delivery/courier costs are charged additional to all quoted costs, except where a contingency has been agreed.
- 2.5 In the absence of written confirmation of an estimate by the Client, the Consultancy's written acknowledgement of instructions shall constitute confirmation of such acceptance by the Client.
- 2.6 All fees and costs quoted and charged are subject to VAT at the prevailing rate. Clients should advise if ZERO rate has been agreed with Customs and Excise.

3 CLIENT CHANGES TO BRIEF OR ARTWORK.

- 3.1 Any changes other than minor changes, revisions or adaptations beyond the normal services described in correspondence or in meetings will be costed and billed as an extra charge.
- 3.2 Changes of intent and substance involving re-written copy or redesign will be charged as an extra.
- 3.3 Unforeseen extra services instigated by the client's needs but not described in correspondence and found necessary for the proper completion of contract will be advised to the Client and charged

extra. This applies particularly where a fixed budget is agreed on an unseen specification or where condensed timetables attract overtime working or 'rush' charges from suppliers.

4 COPYRIGHT AND INTELLECTUAL OWNERSHIP

- 4.1 Agreed copyright for the use specified becomes the property of the Client only on full payment of all invoices submitted in accordance with the terms and conditions described herein.
- 4.2 In the event that more than one design proposal be submitted, the copyright on that selected design shall pass to the Client on receipt of payment in full. Remaining designs or ideas in whatever form shall remain the property of the Consultancy.
- 4.3 Subject only to copyright agreements made in writing between Client and Consultancy, copyright in all other artwork, illustrations, designs, copy and other graphic work produced by the Consultancy shall vest in the Consultancy and shall not be reproduced in any way other than the original contract without express written consent of a principal of the Consultancy. The copyright in material supplied by the client shall rest with the client.
- 4.4 The Consultancy shall take no responsibility of material supplied by the client in regards of breach of Copyright. It is the Client's responsibility to establish ownership of copyright for all material handed over to the Consultancy.

5.0 TERMINATED OR CEASED WORK

- 5.1 Termination of any order or contract placed with the Consultancy may only be made before the due completion date of such contract by one full month's notice in writing given by the Client to the consultancy. Orders may not be cancelled or amended except on terms which indemnify the Consultancy against loss suffered thereby.

6 PAYMENT

- 6.1 Any queries regarding invoices shall be raised within 7 days of receipt or the invoice shall be deemed to be payable in full.
- 6.2 Payment is due 28 days following the date of issue of an invoice (see individual invoice terms) providing that the Consultancy shall not be bound to take work on credit terms for any client and may require satisfactory bank and trade references before so doing.
- 6.3 If payment shall not be made when due, the Consultancy shall have the right to cancel any outstanding contract without notice or compensation but without prejudice to all rights of the Consultancy to be paid for all work done or goods supplied and to be reimbursed all disbursements paid on account of the Client.
- 6.4 The Consultancy shall have the right to charge interest at 4% per month on all sums outstanding from the date when such sums became due until the actual date of payment.

7 PUBLICATION DATES

- 7.1 The publication of any online product on a specific date cannot be guaranteed, but every effort will be made to meet the Client's requirements. The Consultancy accepts no liability for any loss or damage arising from the deferred or late publication of any material.

8 LIABILITY FOR ERRORS

- 8.1 Unless agreed otherwise, the Consultancy's work is guaranteed for 3 months from the delivery date, after this period, alterations, corrections and repairs will be charged at the Consultancy's current hourly rate.
- 8.2 The Consultancy shall not be responsible for any mistakes in any work produced by the Consultancy after the Client has approved the same. The Consultancy shall be entitled to charge the Client for all corrections to previously approved copy or artwork.
- 8.3 The Consultancy takes no responsibility for any outsourced services not under the Consultancy control or not provided by the Consultancy.
- 8.4 Software, applications, databases, hosting or any other technologies built into and used on any web site produced by the Consultancy are the copyright of Helix Software Ltd and subject to its terms and conditions.

9 FORCE MAJEURE

- 9.1 Every effort will be made to carry out any contract based on an estimate promptly and in accordance with the terms of the estimate, but performance thereof is subject to variation or cancellation owing to any event beyond the control of the Consultancy.

10 CLAIMS

- 10.1 The client shall give notice in writing to the Consultancy within 7 days of sight or receipt of such goods or materials, of any complaint or allegation of deficiency in quality, quantity or otherwise. If the client fails to give such notice, all goods and materials shall be deemed to be in accordance with the Client's instructions and the contract.

11 THIRD PARTY RIGHTS

- 11.1 The Client shall fully indemnify the Consultancy against:
- a) Any action, claim, demand, costs, or expenses arising from or incurred or sustained by the Consultancy or its servants by reason of any information, reports, representation, data or materials supplied or approved by the Client, or by reason of any alleged or actual infringement of any copyright, registered design, trade mark, name, patent or other proprietary right of any third party, or arising from such matters as a result, or caused by the instructions of the Client, or late work delivery outside the control of the Consultancy and

- b) Any penalty costs or expenses incurred by the Consultancy from infringement of any provisions of the Trade Descriptions Act of 1968.

12 LIEN

- 12.1 The Consultancy shall have general lien on all work unpaid for and all materials and property of the Client, whether or not the same is in the possession of the Consultancy in connection with the contract or order in respect of which payment has not been made.

13 CLIENT'S PROPERTY

- 13.1 All reasonable care will be taken of Client's property on the Consultancy's premises. However, the Consultancy takes no responsibility for the loss or damage to such property whilst in the consultancy's possession or in transit and the Client is responsible for checking that all such property is comprehensively insured against loss or damage whilst in the Consultancy's possession or transit.

14 INTERPRETATION

- 14.1 All orders and contracts placed with the Consultancy shall be governed by the laws of England.

Name:

Signed:

Date:

Witness Name:

Signed:

Date: