

# INDEPENDENT DESIGN LTD TERMS & CONDITIONS

## Definitions

“Company” Means Independent Design Ltd registered in the United Kingdom at 15 Grafton Road Worthing West Sussex BN11 1QR

“Contract” means the agreement between the company and the customer subject to the following terms and conditions.

“Customer” means person or persons obtaining services from the company.

“Product” means finished project to prototype stage.

“Project” means an idea /invention or service(s) that is offered to the company by means of a contract.

## Terms

The company shall provide services described in the contract (herein described as the “services”) to the customer subject to the following express terms and conditions.

## Services

The company will only offer advice on the viability of a project as part of a contract and the advice given is only an indication not a guarantee.

The company may undertake by written request from the customer any services not included within the scope of the contract at an agreed preferred rate.

## Restrictions and condition of service

The contract does not cover proprietary software and/or any third party software unless otherwise agreed between the customer and the company in writing.

The company will not be responsible for any present or future implementations, uses or utilizations of the project set in place by the customer.

The company is not responsible for the eventual viability of any project or prototypes.

## Payment

Payment is to be made within 30 days (or as stated on the invoice) from the date of invoice.

All amounts payable by the customer under the contract shall be exclusive of VAT and other duties and taxes, unless otherwise stated.

If the customer fails to make any payment on time then, without prejudice to any other right or remedy available to the company, the company shall be entitled to:

- (1) Cancel the contract or suspend the provision of any further services to the customer.
- (2) Charge the customer interest (both before and after any judgement) on the amount unpaid at the standard bank base rate applicable at the date of invoice

Any costs incurred by the company in relation to the recovery of any outstanding sum shall be for the customer’s account.

The company shall also be entitled to reimbursement by the customer (upon presentation of satisfactory receipts or other documentation as the customer may request) for all reasonable out –of-pocket expenses incurred by the company in performing the services, provided that all said costs and expenses are approved by the customer in advance.

## Passing of Property

Title to the services shall remain with the company until full payment (in cleared funds) and any other payments due, have been received by the company

Copyright shall remain with the company on all photographic and website services unless otherwise stated in the contract.

## Price

The company reserves the right, by giving notice to the customer, to increase the price of services to reflect any increase in the cost to the company which is due to any factor which is beyond the control of the company (such as, without limitation any foreign exchange, fluctuation currency regulation, alteration of duties, increase in the cost of labour , materials or other cost to the company, any delay caused by any instructions of the customer or failure of the customer to give the company adequate information or instructions.

## Cancellation

The customer shall not cancel an order which has been accepted by the company without the written agreement of the company’s authorised representative and, if such agreement is given, the customer shall pay to the company such a sum as the company shall consider reasonable in respect of work done and materials supplied or ordered.

## Non-disclosure of information /confidentially

The company acknowledges that, in the course of its operations, the customer may have gathered, developed, and generated extensive data information, processes and procedures of a confidential and proprietary nature

The company therefore agrees not to divulge, disclose or use (directly or indirectly) at any time either during the term of the contract or at any time thereafter, any confidential information unless:-

- (1) Written permission is obtained from the customer, or such disclosure or use is both necessary in the performance of the services and specifically authorised pursuant to the written publication policy of the customer as may be revised from time to time or
- (2) Such disclosure is required by law.

This clause shall remain in full force and effect notwithstanding the termination and/or expiry of the contract.

## Return of proprietary information

Upon termination or expiry of the contract the company shall promptly hand over to the customer or its properly authorised agent all documents of any nature (and all copies) made, compiled by or delivered to the company by the customer or by other persons relating to the services, and all documents of any nature (and all copies) made or compiled by the company in the course of performing the services, including and without limitation, any notes, memoranda, drawings, plans, financial information, research data pertaining to the customer or its associated companies.

The company agrees that the documents and all information and materials relating to them are and will at all times remain the exclusive right of the customer.

## The company will:

Provide the services in a timely and professional manner and shall conform to the standards generally observed in the industry for similar services.

Do all that is reasonable to ensure that its employees and sub-contractors whilst at the premises of the customer, cause as little interference with and inconvenience to the customer as is reasonably possible.

## The customer will:

Do all that is reasonable to ensure that the company is able to perform the services in a timely and professional manner whilst on the customer’s premises.

Indemnify the company against any liability, other than that for death or personal injury, which the company may be under to any third party as a result of the use of the services by the customer.

## Independent Contractor

The company is engaged to provide the services as an independent contractor and not as an employee, agent or representative of the customer except as specified in the particular contract of work.

The customer shall not be in any way liable for holiday pay, sick pay, retirement benefits, social security, pension, bonuses, workers compensation, accident, health or life assurance or any other benefits of any kind during the length of the contract.

The company shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of its fees.

The company shall not incur any liabilities or obligations on behalf of the customer unless authorised to do so.

This clause shall remain in full force notwithstanding the expiration of the contract.

## Termination and insolvency

Each party shall have the right, on written notice, to suspend or terminate the contract, or any unfulfilled part of the contract if the other party:

- 1) Commits any breach which is incapable of remedy, or
- 2) Fails to remedy a breach which is capable of remedy within 14 days after receiving notice of the breach, or
- 3) Commits an act of bankruptcy, has a petition for winding up presented which is not discharged within 14 days (otherwise than a member’s voluntary winding up for the purpose of amalgamation or reconstruction), enters into any arrangement or composition with its creditors or takes or suffers any similar action in consequence of debt.
- 4) Is unable to perform the terms of the contract for a consecutive period of not less than four weeks through illness or incapacity.

The termination of the contract shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of the contract that is intended to come into force on or after termination.

## Assignment

The customer shall not assign, transfer or in any way make over its rights or obligations under the contract to any third party without the written consent of the company

The company may assign, transfer or sub contract any or all of the duties, obligations and benefits to a third party at its sole discretion.

## Notices

Any notices sent under the contract shall be in writing and sent by recorded delivery or registered post or delivered by hand to the relevant address given under definitions or at such other address as has been notified in accordance with this clause.

## General

Each party acknowledges that this contract represents the whole agreement. Any variation in the terms and conditions must be made in writing and shall otherwise be of no effect.

In the contract words denoting the singular shall include the plural and vice versa, words denoting persons shall include companies and associations and vice versa, and words denoting the masculine gender shall include the feminine and neuter and vice versa

## Waiver

A waiver by one of the parties of any of the provisions of the contract (or any default by the other party in performing any of the provision) shall not constitute a continuing waiver.

The failure by either party to enforce at any time or for any period any one or more the terms and conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

## Force Majeure

Neither party shall be liable for failure to perform its obligations under the contract if such failure results from circumstances beyond the parties control.

## Governing Law

The contract shall be governed by and construed in accordance with English Law.