

# Wild Ideas - TERMS AND CONDITIONS OF BUSINESS

## 1. Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings:

“You/Your” means the person who purchases and/or receives the Services from Us:

“Us/We/Our” means Wild Ideas

“Contract” means the contract between Us and You which shall be deemed to incorporate these Terms and the terms on any individual Order;

“Services” means the Services, including any goods and materials, detailed in the quotation to be supplied by Us to You;

“Order” means the quotation and Terms provided by Us and accepted by You describing the Services requested by You and accepted by Us and detailing the estimated price to be paid and estimated timescales for delivery of the Services.

## 2. The Contract

The Contract shall be on these Terms, incorporating the terms on any individual Order, to the exclusion of all other terms and conditions. If any conflict arises between these Terms and any terms of the Order the terms of the Order shall prevail.

The Contract will commence when You place Your Order and shall terminate upon delivery of the Services or as otherwise detailed in accordance with these Terms.

## 3. The Service

We will provide graphic design services, which may include without limit, brand consultation, logo design, stationary design, business card creation, website design, product photography, and the sourcing of quality printing materials suppliers and other quality sub-contractors, as will be more specifically defined and confirmed within Your Order. All times, dates and prices are estimates only and may vary as a result of, without limit, the level of changes requested by You and the costs of materials.

## 4. Responsibilities

You are responsible for:

- Providing Us with complete and accurate information.
- Ensuring any information requested by Us is made available within the timeframes requested.
- Checking final designs thoroughly

We are responsible for:

- Delivering the Services with all reasonable skill and care, and in full compliance of relevant established current professional standards.
- Informing You of the progress of the delivery of Your Services.

## 5. Customer Satisfaction

We aim to deliver full customer satisfaction, to help Us do this You will be asked to review and approve a proof of any designs supplied as part of the Services prior to their completion.

You must ensure You do so thoroughly as You will be entirely responsible for the accuracy of Your completed Order.

If mistakes are found that are as a result of an error by Us made after the proof has been approved We will make arrangements for the replacement of the incorrect items.

## 6. Price

The price for the Services will be set out in the Order and excludes any 3rd party costs or the cost of materials which are not yet known but will form part of the Services, which if applicable will be agreed separately. Any additional work undertaken at Your request or as a result of delays outside Our reasonable control will be charged separately at Our standard daily rates. All sums due will be subject to any applicable UK taxation, including where relevant, VAT.

## 7. Payment

We require payment for Our Services within 14 days of the date on any invoice We issue to You.

Payment for any materials or for any 3rd party services requested as part of the Order will be payable in advance and within 7 days of placement of the Order.

Further upfront or staged payments may be required should the assignment be lengthy or complex and if applicable will be detailed on Your Order.

Where We have submitted designs for Your approval You are requested to respond with Your required amendments or approval of Your chosen design within 30 days. After this time, if you have not contacted Us with Your requirements, We reserve the right to invoice You for the full amount quoted.

Any queries relating to an invoice must be received within 7 days from the date on the invoice.

If payment is in arrears late payment charges will be levied on a daily basis at 8% above the then current Bank of England base lending rate.

Payment can be made by cash, cheque or direct bank transfer. Where payment is made by cheque the cheque should be made payable to WildIdeas. Bank details for direct bank transfers can be made available on request. Once an Order has been received by Us the cancellation terms contained below apply.

## **8. Limitation of Liability**

Neither party shall have any liability for any indirect or consequential losses or expenses, including but not limited to loss of or damage to anticipated profits, contracts, reputation, goodwill, labour costs or losses or expenses arising from 3rd party claims.

Notwithstanding the above clause and save in the case of death or personal injury caused by the negligence of Ourselves, for which Our liability shall be unlimited, Our liability under this agreement shall be limited to £10,000 or the price paid by You for the Services, whichever be the lesser.

## **9. Intellectual Property**

9.1 Unless otherwise agreed and detailed on Your Order, all intellectual property rights and proprietary rights, including, but not limited to, copyright, design rights and know-how in or relating to any designs or other materials (“Information”), provided to You by Us, shall remain Our sole property or that of Our Licensors, until final payment is received.

Once We have received final payment, all intellectual property rights and proprietary rights in the Information shall transfer to You, save for any Information, or parts thereof, that has been sourced from a third party in which event the intellectual property rights and proprietary rights in such Information shall remain with that third party.

9.2 Notwithstanding clause 9.1 above, You agree to grant to Us a non-exclusive worldwide perpetual license to use the Information for promotional purposes and in for tenders for new work.

9.3 For the avoidance of doubt the intellectual property rights and proprietary rights in any initial designs, preparatory or development materials used in the development of the Information remains Our sole property after the completion of the Services.

## **10. Cancellation**

If You have to cancel an Order You have placed the following terms apply:

- If We have commenced work on Your Order You will be liable to Us to pay the full balance of the Order price.
- If We have not commenced work on Your Order but We have ordered any goods on Your behalf as part of the Order You will be liable to pay Us for those goods. In addition We reserve the right to charge You a fee of 25% of the order value to cover our administrative costs.
- If We have not commenced work on Your Order and no goods have been ordered We reserve the right to charge You a fee of 25% of the order value to cover Our administrative costs.

Cancellation requests may be made in writing, by phone or in person but must be agreed by Us.

The date on which any cancellation letter, fax or email is received by Us will be deemed as the date the request has been made.

## **11. Force Majeure**

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.

## **12. General**

If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect.

You may not vary this agreement unless it is specifically agreed in writing and signed by Us. We may vary this Agreement by notifying You in writing of the proposed variation, such variation will be deemed accepted if We do not receive a response from You within 15 days.

These Terms shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.