

TERMS & CONDITIONS

I. GENERAL

- (a) The following expressions shall have the following meanings:
- (i) "The Designer" means Andrew Shillito also trading under the name or style of "Design Sense".
 - (ii) "The Customer" means the company, firm or person to whom a quotation has been addressed and accepted or whose order is accepted by the Designer.
 - (iii) "The Quotation" means the quotation embodied in the designer's quotation form and setting out the other terms of the contract between the Designer and the Customer.
 - (iv) "The Services" means the goods supplied and the services provided to the Customer under the Contract.
 - (v) "The Designer" bears no responsibility for the services of third party contractors such as internet service providers or courier delivery. "The Customer" should view the specific terms & conditions of the individual supplier for details. ie. www.fasthosts.co.uk.
 - (vi) "The Price" means the price stipulated in the Designer's quotation or, in the absence of any such stipulation, the price to be paid based on a hourly rate to be agreed in writing between the Designer and the Customer. The Price shall also include the cost of materials and any other incidental expenses incurred by the Designer on behalf of the Customer under the contract.
- (b) The Designer shall not be bound by any clerical or any arithmetical or other accidental error made by him in the Quotation or in any form of tender invoice statement or account issued by him.
- (c) These Conditions of Sale shall apply to any written quotation of the Designer which is accepted by the Customer or any written order of the Customer which is accepted by the Designer and these conditions shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Customer.
- (d) The copyright for all concepts, strategies and designs remains the property of "Design Sense" or "Decifer Solutions Ltd." unless a fee is released for transfer of ownership.
- (e) No variation to these Conditions shall be binding unless agreed in writing between the Designer and the Customer.

2. PAYMENT

- (a) Subject to sub-paragraph (b) below and, unless otherwise agreed in writing, payment of the price shall be made within 30 days of completion of the contract.
- (b) Notwithstanding anything contained in sub-paragraph (a) above payment for any contract requiring the use of print shall be made in advance of order.
- (c) Without prejudice to any other rights of the Designer the Designer may in his absolute discretion charge interest on all overdue accounts at 4% above the base rate of Barclays Bank Plc and for the purpose of paragraph 4 hereof the full purchase price shall include any interest payable hereunder.
- (d) All prices are exclusive of any applicable Value Added Tax unless otherwise stated for which the Customer shall be additionally liable to pay to the Designer at the same time as payment of the price payable under the contract.
- (e) Any increase in costs or expenses arising from any act,

omission, special requirement or failure to provide adequate instruction of the Customer may, in the Designer's absolute discretion, be charged to the Customer and such amounts shall become due for payment on the due date for payment of the contract price.

- (f) Payment shall be made in cash or by cheque drawn in favour of "Design Sense" or "Decifer Solutions Ltd." and only the Designer's official receipt will be regarded as a valid receipt of the contract price.

3. INDEMNITY

The Customer shall indemnify the Designer against all loss damages costs and expenses awarded against or incurred by the Designer in connection with or paid or agreed to be paid by the Designer in settlement of any claim for infringement of any patent copyright design trade mark or other industrial or intellectual property rights of any other person which results from the Customer's use of the services.

4. TITLE

- (a) Notwithstanding delivery and the passing of risk in any goods supplied under the contract the property in those goods shall not pass to the Customer until the Designer has received in cash or cleared funds payment in full of the contract price and all other additional or incidental expenses incurred by the Designer for which payment is then due under paragraph 2(e) above.
- (b) Until such time as property in such goods passes to the Customer the Customer shall hold the goods as the Designer's fiduciary agent and bailee and shall keep the goods separate from those of the Customer and third parties and properly stored protected and identified as the Designer's property. Until that time the Customer shall be entitled to resell or use the goods in the ordinary course of its business but shall account to the Designer for the proceeds of sale or otherwise of the goods and shall keep all such proceeds separate from any monies or property of the Customer and third parties and in the case of tangible proceeds properly stored protected and identified.
- (c) Until such time as the property in the goods passes to the Customer (and provided the goods are still in existence and have not been resold) the Designer shall be entitled at any time to require the Customer to deliver up the goods to the Designer and if the Customer fails to do so forthwith enter upon any premises of the Customer or any third party wherever the goods are stored and repossess the same.

5. SUSPENSION/CANCELLATION OF ORDER

If the Customer cancels his order with the Designer the Designer shall be entitled to recover any loss sustained thereby on a work done basis calculated at an appropriate percentage of the contract price or, if no price is stipulated in the Quotation, at an appropriate hourly rate agreed between the Designer and the Customer.