

# Terms & Conditions

- 1 These terms are the only terms on which we, Rebus Design Limited, will accept an order from you, our client. No written or oral terms you propose will apply to the contract unless we have expressly agreed them in writing. No terms shall be implied into our agreement with you except to the extent required by statute. In the event of any discrepancy between these terms and terms expressly agreed between us in writing, such expressly agreed terms shall take effect.
- 2 We will provide you with a document, logo, artwork or design (together and individually referred to in these terms as "design") in accordance with any order or specification we have accepted in writing. You agree to pay for the design the price we have agreed in writing, or in the absence of agreement at our current hourly rate for work done pursuant to your order, including unfinished work where the failure to finish is not directly caused by any act or omission on our part.
- 3 Any price we quote is valid for 30 days. Should you accept a quotation after 30 days or vary the specification or order we have quoted for, we may at our discretion re-price the work at any time up to delivery of invoice and you agree to pay the amended price as if it had been quoted prior to order.
- 4 You agree to pay our invoices within 14 days from receipt of invoice. If we ask you to do so, you agree to pay all or part of the price of a design and our expenses before we supply you with the finished product.
- 5 We will use our best endeavours to supply any design within the timescale we have agreed with you in writing, but we accept no liability for delay or failure to do so for any reason.
- 6 You agree to provide such information and materials as we reasonably request, and to respond promptly to proofs sent for your approval. If you do not respond to a proof within a reasonable time we have requested, we will have the right to assume that you have accepted the proof without amendment. Once you have approved (or are assumed to have approved) our final proof we will not be liable for mistakes or faults, nor for any losses and expenses you may incur, whether directly or indirectly, as a result of such mistakes or faults. In the event that you ask us to undertake re-design, alterations, re-printing or other work in order to correct such mistakes or faults, we will have the right to quote the terms on which we will carry out such work. Your acceptance of such a quotation will create a new contract between us.
- 7 Any specification, design, artwork, or other material which we incorporate into a design at your request will be incorporated at your sole risk and you hereby indemnify us and will keep us indemnified against all costs, claims, demands and expenses incurred as a result of such incorporation. We reserve the right to refuse to use all or any part of material you supply or specify.
- 8 We will retain the copyright in any design we produce as a finished and final product until all sums due from you have been paid in full. Copyright in the final design will pass to you on receipt of payment and we will thereafter co-operate with you at your expense in defending the copyright against third parties.
- 9 Notwithstanding that you have acquired the copyright, we will retain the right to display all designs in on-line and off-line portfolios and for the purpose of marketing our services. You hereby irrevocably grant us an unlimited free licence to display your designs in such portfolios and for such purposes and you agree to enter into any formal document we reasonably request, in order to provide evidence of this licence.
- 10 We will retain the copyright in all rejected designs and following rejection we may use such designs as we think fit.
- 11 If at any time we waive our rights under these terms we will still be entitled to the benefit of the above terms and you may not assume that we have waived additional continuing or future rights.
- 12 This contract is governed by the law of England and Wales and any dispute arising out of it shall be subject to the jurisdiction of the courts of England and Wales.