

# C&C Design Limited Terms And Conditions

These terms and conditions shall govern every Order, and shall form part of the Contract between ourselves. The headings in these Terms and Conditions are for convenience only and do not form part of the contract

## DEFINITIONS

- 1.1 "the Parties" shall mean yourselves and C&C Design Ltd together
- 1.2 'the Client' means the person, or company, who by the contract undertakes to purchase the services of C&C Design Ltd.
- 1.3 "the Service" shall mean the services C&C Design Ltd provide for you
- 1.4 "the Contract" shall mean the agreed specification for delivery of the Service
- 1.5 "the Fee" shall mean the agreed fee for the work
- 1.6 "Assets" shall mean source knowledge that are proposed to be incorporated into service at any time during the duration of the contract, which are provided by you to C&C Design Ltd.
- 1.7 "Stage Report" shall mean our written report after project stage completion - including invoice of fees due.
- 1.8 "Intellectual Property" shall mean Copyright, Design Right, Registered Designs, Trademarks, Patents and Confidential Information, Ideas and Moral Rights and all other rights whatsoever of a nature world wide whether those rights are registered or not.

## 1 SERVICE DELIVERY

- 2.1 The service will be delivered in project stages.
- 2.2 C&C Design Ltd reserve the right to charge further fees in addition to the fees quoted at the outset of the contract for amendments requested by you.
- 2.3 Additional fees will not be charged without prior written notice.

## 2 YOUR OBLIGATIONS

You agree that you will:

- 3.1 Provide C&C Design Ltd on request with the Assets in the format that are requested to enable C&C Design Ltd to carry out the obligations under this Agreement;
- 3.2 Co-operate with C&C Design Ltd in the development of the Service

## 4 PAYMENT

You agree to pay me the following sums:

- 4.1 Half of the fee for each project stage as set out in the Contract to which these conditions are attached on signature of this agreement at the agreed date of commencement of that stage
- 4.2 The remaining half of the fee for each stage plus any additional agreed fees for that stage within 30 days of delivery of Stage Report.
- 4.3 In addition to making the payments described in Clause 4.1 you agree to reimburse our reasonable expenses incurred.
- 4.4 In sending urgent documents and materials to you by Courier in connection with this agreement

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- 4.5 In visiting sites outside London (including reasonable subsistence, overnight accommodation costs and business class travel) where it is necessary to do so for the purposes of carrying out our obligations under this agreement;
- 4.6 In purchasing materials necessary to do so for the purposes of carrying out our obligations under this Agreement. Which costs shall be paid within 30 days of receipt of our invoice.
- 4.7 All sums quoted and payable under this Agreement are exclusive of VAT which will be added where appropriate.
- 4.8 Any overdue payment is subject to interest at the rate applicable to High Court judgements debts from time to time and you will be liable to reimburse C&C Design Ltd on an indemnity basis in respect of all legal costs and disbursements incurred (whether or not proceedings have commenced) in connection with recovery. Failure to raise an invoice in respect of interest shall not be deemed to constitute a waiver of our rights to recover interest.

### 5 INTELLECTUAL PROPERTY

- 5.1 All Intellectual Property Rights of whatever nature in material devised by C&C Design Ltd will belong to C&C Design Ltd. You will do anything which I may reasonably require in order effectively to vest such rights in C&C Design Ltd or to evidence the same.
- 5.2 C&C Design Ltd hereby grant a non exclusive royalty free licence to you to use the Intellectual Property for the purposes of this agreement throughout the world which licence shall take effect on receipt by C&C Design Ltd of all payments due under this Agreement.
- 5.3 You hereby grant to C&C Design Ltd a non exclusive royalty free licence to use the Assets for the purposes of this agreement.
- 5.4 You hereby warrant that you have obtained all necessary rights, permissions and licences for use of the Assets supplied to C&C Design Ltd and you hereby agree to indemnify C&C Design Ltd fully and defend at your own expense C&C Design Ltd against all costs and losses whatsoever incurred by C&C Design Ltd our employees servants or agents as a result of any claim made against C&C Design Ltd or any of them for infringement of Intellectual Property Rights in the Assets.
- 5.5 In addition and without prejudice to Clause 5.4 you hereby warrant that all material you supply to C&C Design Ltd is free of all defamatory matter or other legal restriction and that you shall fully indemnify and defend at your own expense C&C Design Ltd against all costs and losses whatsoever incurred by C&C Design Ltd our employees servants or agents as a result of any claim made against C&C Design Ltd or any of them in any jurisdiction in the world as a direct or indirect result of the breach of this clause.
- 5.6 We undertake to each other that C&C Design Ltd will keep secret and confidential the terms of this Agreement and any information regarding either of C&C Design Ltd in connection with this Agreement or in connection with the business of either of C&C Design Ltd and in connection with the Service (the "Information") and shall only disclose the Information or any part thereof (except to our own employees and then only on a need to know basis) with the other's prior written consent PROVIDED

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THAT this Clause shall not extend to information which has been rightfully in either of our possession prior to the commencement of the negotiations leading to this Agreement or which is in the public domain (other than a result of a breach of this Clause)

5.7 C&C Design Ltd shall be credited by you in such a manner as I will agree

### **6 ADVERTISING**

C&C Design Ltd reserve the right to use the Service for the purposes of our own advertising

### **7 ASSETS**

On receipt of the final Stage Report you agree to arrange for the collection of all of the Assets. If these are not collected within 1 month of delivery of the final Stage Report C&C Design Ltd reserve the right to destroy them.

### **8 RESTRICTIONS**

You undertake that you will not during the period commencing the date of this Agreement and terminating 12 months from the date of delivery of the final Stage Report, entice, solicit or engage any person who was an employees or a consultant or otherwise engaged by C&C Design Ltd during such period and has had dealings with you and whilst C&C Design Ltd both consider this restriction to be reasonable we agree that if a court of competent jurisdiction considers that the restriction is invalid but would have been valid if either period or its scope are reduced then the restriction or restrictions necessary to enable its validity

### **9 LIABILITY ON TERMINATION AND FORCE MAJEURE**

- 9.1 The client may apply without charge to postpone or cancel our services by giving notice in writing, not less than 30 days for postponement and 60 days for cancellation – otherwise the client is liable to pay 100% of the Fee together with all sums due under this agreement.
- 9.2 Our liability for loss or damage consequential or otherwise and howsoever caused whether in tort (to include without limitation for negligence) or contract or otherwise shall not exceed the amount invoiced by C&C Design Ltd to you in respect of the Agreement.
- 9.3 When instructions or advice are received orally by C&C Design Ltd, we shall have no liability to you for any misunderstanding or misrepresentation which may arise in relation thereto whether on your part or our part.
- 9.4 If, on your instructions, this Agreement (or any other document relation thereto) is signed by or an invoice submitted to any person, firm or company who is expressly held out as your agent then you shall be treated for all purposes as the contracting party.
- 9.5 If either of us is effected by any circumstance beyond our reasonable control (including but without limitation any strike, lockout or other form of industrial action ("Force Majeure") that party shall forthwith notify the other of the nature and extent thereof. Neither of us shall be liable to the other for delay in performance, or

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non-performance of either party's obligations under this Agreement when due to any Force Majeure of which that party has notified the other and the time for performance of that obligation shall be extended accordingly

### **10 ASSIGNMENT**

Neither of us shall assign the benefit or burden of this Agreement without the prior written consent of the other Party.

### **11 GENERAL**

- 11.1 This Agreement constitutes the whole and only agreement between us and supersedes and extinguishes any other agreement whether written or oral.
- 11.2 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, that shall not affect the legality or validity or enforceability of any provision of this agreement.
- 11.3 No forbearance, delay or indulgence by either of us in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall the any waiver of rights operate as a waiver of any subsequent breach of this Agreement
- 11.4 This agreement shall be governed by English law and the parties submit to the non exclusive jurisdiction of the English Courts.