

armadillo

ARMADILLO CREATIVE LIMITED Vita House, Fish Quay, North Shields, Tyne & Wear NE30 1JA
T: 0191 257 8380 F: 0191 257 8342 E: info@armadillo-creative.com www.armadillo-creative.com

Standard Design & Advertising Terms & Conditions

By placing an order with Armadillo Creative Limited, you confirm that you are in agreement with and bound by the terms and conditions below. The following Terms and Conditions of Service apply to all products and services provided by Armadillo Creative Limited.

All work is carried out by Armadillo Creative Limited on the understanding that the client has agreed to Armadillo Creative Limited terms and conditions.

Copyright is retained by Armadillo Creative Limited on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled. If a choice of design is presented, only one solution is deemed to be given by Armadillo Creative Limited as fulfilling the contract. All other designs remain the property of Armadillo Creative, unless agreed in writing that this arrangement has been changed

Definitions:

The Client: The company or individual requesting the services of Armadillo Creative Limited.

Armadillo Creative: Primary designer/site owner & employees or affiliates.

General

These terms and conditions should be read and understood (where applicable in conjunction with any quotation provided by Armadillo Creative Limited) and structure an obligatory agreement between the client(s) and Armadillo Creative Limited.

These terms and conditions apply in full and exclude all other terms and conditions whether provided by the client or any third party unless previously agreed by Armadillo Creative Limited in writing.

Armadillo Creative Limited in consideration of the payment to them by client to of the fees as accepted in the quotation, agree to provide the goods and/or services described in the same quotation subject to these terms.

The client will co-operate with and act in good faith towards Armadillo Creative Limited and provide on request such source materials including those listed in the quotation.

Armadillo Creative Limited may charge additional fees in the event of delays or additional works caused or required by the client, including its failure to provide Armadillo Creative Limited with such information, materials, instructions, media or approvals, as are reasonably required for the supply of the works, appropriately and/or on time. Armadillo Creative Limited also reserves the right to make additional charge in the event of changes to the cost of labour, materials, services and other conditions outside of Armadillo Creative Limited reasonable control, or the client requires the supply of additional or varied works, goods and services in addition from those described in the quotation to which these terms apply.

If the client requires any change or alteration to the works stated in the quotation, Armadillo Creative Limited and the client shall, prior to any change being implemented, will agree the nature of the change, the procedures for implementation of such a change; and the deviation to the quotation in respect of the fees. Armadillo Creative will continue to provide the goods and/or services described in the quotation until any such change has been formally proposed and agreed by both parties.

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In consideration of, and upon payment of, the fees in full, the client shall have the rights of Use as set out. Such rights shall take effect on receipt by Armadillo Creative of the fees. Where no such rights are specified the client is granted a non-exclusive license to use the works for the purpose described in the quotation. Rights of Use shall be extended only with the consent of Armadillo Creative and payment of additional fees.

Armadillo Creative warrants that it will use reasonable efforts to ensure that the works do not infringe the copyright of any third party. However Armadillo Creative accepts no responsibility for any infringement of copyrights to any third party, this responsibility lies firmly with the client.

The client shall inspect the works regularly and shall inform Armadillo Creative immediately if it wishes to reject any part of the works because such do not comply with the quotation or are defective in material and workmanship; if the works do not comply with the quotation or are defective in material and workmanship Armadillo Creative liability shall be limited to correcting such defects within a reasonable time.

Client shall only be entitled to reject the Works because such do not comply with the quotation or are defective in material and workmanship Rejection without good reason shall be deemed a breach of these terms.

Armadillo Creative Limited retain the right to charge for incurred man-hours and labour, both Management and Design, if requested to undertake provisional work where there is no genuine generated outcome, or that information or undertaken is used by the client, whether commercially or speculatively, in their dealings with third parties.

Armadillo Creative's liability for any loss or damage direct or otherwise and howsoever caused whether intended or not, including negligence, or otherwise shall not exceed the amount invoiced by Armadillo to the client hereunder. Armadillo shall not be liable to Client for any consequential loss or damage.

When instructions or advice are given or received orally by Armadillo, it shall have no liability to Client for any misunderstanding or misrepresentation, which may arise in relation thereto except in relation to fraudulent misrepresentations. Armadillo shall have no liability to the client in respect of the materials.

All Intellectual Property rights, copyright, design right, registered designs, trade marks, patents, database rights and confidential information and ideas and all other rights whatsoever of a like nature world wide whether registered or not of whatever nature in material devised, created or commissioned by Armadillo Creative Ltd, in supplying the works and under this agreement will vest in and belong to Armadillo Creative Ltd, unless otherwise agreed and specified in writing on the Request or otherwise and signed by both Parties. If works has been released to Client, Armadillo Creative Ltd, retain title of them until such time as Client has paid the full fees.

Armadillo gives no warranty, representation or undertaking in relation to any third party materials or works. Prior to any selection, use or reproduction by the client of works, Armadillo shall use reasonable efforts to, on reasonable request, provide the client with copies and evidence of such rights, clearances, permissions and licenses as shall be necessary for the use of the works by the client.

Armadillo Creative shall be entitled to immediately restrict, suspend or terminate the works and the client's use of any works and or terminate this Agreement upon the client's material breach of this agreement (including without limitation the non-payment of any sum as and when due) unless the client remedies such breach within 14 days of its occurrence. Armadillo will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of Armadillo including without limitation Internet outages, communications outages, fire, flood, war or act of God.

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The client may not unilaterally cancel its order of the works or otherwise terminate this agreement (except for material breach by Armadillo of a fundamental term of this agreement) at any time without full payment of the fees.

The client undertakes that it will keep secret and confidential the terms of this agreement and any information supplied by Armadillo Creative Limited in connection with this agreement or the business of Armadillo Creative Limited (including any design, concept or proposal) and the works and shall not disclose or make available such information or part thereof to any third party (except to its own employees and then only on a need to know basis) without Armadillo Creative Limited prior written consent provided that this Clause shall not extend to information which was and can be shown to be rightfully in the possession of the client prior to the commencement of the negotiations leading to this agreement or which is in the public domain (other than as a result of a breach of this Clause); the client undertakes to Armadillo Creative Limited to indemnify and hold harmless Armadillo Creative Limited in full and defend at its own expense Armadillo Creative Limited against all costs, damages and losses incurred by Armadillo Creative Limited arising out of its use of the Materials or breach by the client of this clause.

Any concepts, designs or works whether speculative or commissioned disclosed to third parties before any form of payment, contract or agreement is made and without prior permission or consent from Armadillo Creative Limited will be deemed as contractually chargeable work, at the standard agency rate, and therefore in accordance with the standard outline terms of condition of payment. Breach of disclosure will nullify any speculative agreement whether verbal or written.

Armadillo Creative may include the statement "Designed by Armadillo Creative Limited", and suitable contact information together with appropriate copyright notices, on the Design(s) and/or Website. Any withdrawal request for such statement may be subject to a withdrawal charge.

During the course of this Agreement and for a period of 12 months afterwards, the client shall not solicit the staff or third party contractors of Armadillo Creative or entice them to transfer their employment or services.