

## Advertising Print and Design

1. These Terms and Conditions apply to all orders and supersede all others. Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

## 2. PAYMENT TERMS

Payment shall be made in full by the end of the month following the month in which the invoice is raised, unless special settlement terms have been agreed by us in writing.

3. Any discounts are offered on the strict understanding that accounts are paid by the due date. We reserve the right to invoice any such discounts to accounts which become overdue.

## 4. PASSING OF TITLE AND RISK

4.1. The risk in the goods shall pass to you on delivery.

4.2. All goods, delivered or not, remain our property until payment is received in full.

4.3. Until such time as payment is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment by you for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored to repossess and remove the same. You hereby grant us an irrevocable licence to enter your premises for the said purposes.

Note: Scion retains the Intellectual Property Rights of ideas, designs, writing, artwork, illustration and photography created on behalf of its clients by Scion or its associates unless otherwise agreed by specific IPR transfer agreements,

## 5. PRODUCTS

We reserve the right to alter any details of products publicised in any form or media without notice. While every effort is made to describe goods accurately in the advertisement no warranty is given as to accuracy and no responsibility will be accepted for error or mis-description and any resulting loss.

## 6. QUOTATIONS AND CONTRACTS

Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations

requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation of accepted contract, we shall be entitled to charge such increases to you.

## 7. PRICES

Where applicable all prices quoted are subject to VAT at the current rate.

7.1 Goods and services are purchased on behalf and in agreement with clients and are bought at market rates and charged at cost plus 15% handling.

## 8. DELIVERY

8.1. Every effort is made to deliver on time, but any delivery day specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of goods. Deliveries are charged at the prevailing rates applying at the date of such delivery.

8.2. Special rush deliveries can usually be arranged but will usually be subject to additional charges (eg. rush print charges and rush delivery charges), which will be charged to you at current commercial rates.

## 9. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

## 10. CLAIMS

10.1. Claims arising from damages, delay or partial loss in transit must be made in writing, to reach us within 5 days of delivery.

10.2. All claims with regard to the quality or quantity of goods shall be made in writing, to reach us within 5 days of receipt of goods or such goods shall be deemed to comply as to quality and quantity within the terms of the contract.

10.3. You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at the time of delivery.

10.4. Claims in respect of non-delivery must be made in writing so as to reach us within 4 days from receipt of our invoice.

## 11. LIABILITY

11.1. Save in so far as defects in the goods cause death injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.

11.2. We can accept no responsibility for loss or damage arising from the supply of

goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 10.

11.3. Nothing in these terms and conditions shall affect the rights of a consumer.

## 12. CANCELLATION CHARGES

A charge will be made on all cancelled orders, together with the charge for all work carried out up to the date of written cancellation.

## 13. SAMPLES

These will be submitted on approval and will be charged if not returned in good condition within 14 days.

## 14. FEES & COMMISSION

Where we are paid a fee or commission for work undertaken, payment of account is due within 30 days of date of invoice.

Monthly fees arrangements for ongoing, rolling contracts require 3 months notice of cancellation and the payment of any outstanding annual fees and rental agreements managed on the client's behalf

## 15. ACCEPTANCE OF TERMS OF BUSINESS

The placing of an order for the insertion of an advertisement/advertisements shall amount to an acceptance of the above conditions.

## 16. TERMS OF APOINTMENT

Our appointment is for an indefinite period and termination requires three months, 90 days, notice on either side. In the event of non-payment of account we may terminate the appointment without notice.

## 17. OVERDUE ACCOUNTS

17.1. No goods will be delivered on accounts which remain unpaid 14 days after payment is due. We reserve the right to charge interest on overdue accounts, at the rate of 5% above the Barclays Bank Plc base rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.

17.2. We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or Court proceedings.

## 18. QUANTITY CHANGES TO ORDERS

Any changes in quantity ordered must be made in writing to us prior to commencement of processing. Any increase in the order must be regarded as a separate contract unless written notification is received before work commences on the original order.

## 19. ARTWORK AND PRINTING

The entire copyright throughout the world in all printing plates, litho positives and negatives, artwork, designs, photographic transparencies, negatives or positives and any other artistic craftsmanship made by or for Scion pursuant to or in implementation of any contract with the customer shall belong to Scion. Scion agrees that unless the customer becomes in default of any obligation to make any payment to Scion, it will not reproduce any such items for any competitor in business of the customer.

## 20. FORCE MAJEURE

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising from any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

## 21. MISCELLANEOUS

The contract between ourselves the Company and the Customer shall be governed by and construed in accordance with English Law.

### Writing and Design

#### Introduction:

Scion are able to provide you with a range of web design, programming and related services. If you wish for Scion to provide any of the services offered throughout this website, you may need to complete an agreement and confirm that you have read and accept all terms laid out below.

#### General:

All websites are designed to be compatible with the latest web browsers, however some features may not always be supported by these browsers. All websites are optimised for viewing at a 1024 x 800 resolution but shall be usable at resolutions from 800 x 600 and upwards.

#### Your agreement with us:

By using this website or our services, the client (you) agree acceptance of our terms, as well as your waiver of any claims against Scion or its contractors arising out of your use of our services or this website. You accept that any information offered within this website any other promotional media created or managed on your behalf by Scion is advisory and that

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Scion accepts no responsibility for its accuracy. Any information offered through out this website may change from time to time. We make no representation, warranty or claim that any information available within this website is up to date or accurate. Scion reserves the right to change its prices and T&C's without prior notice.

Bespoke website design and SEO(search engine optimisation):

Any quotation given for bespoke website design or SEO will be valid for a period of 30 days from the date of submission. A non-refundable 35% deposit will become due on acceptance of our quotation and shall be paid before any work commences. The remaining 65% will become due on completion of your website. Any amounts owed shall be paid as soon as they become due. Late payment will incur a surcharge of 2% per month. Non payment after 28 days have passed will entitle Scion to terminate the contract or remove your website from service.

You agree to submit all content to be used on your website in electronic format before the agreed start date. Any delay with content submission will incur an additional charge of 5% of the total contract amount per month, which will be calculated and invoiced monthly. If we have not received the content in electronic format within 1 month of the agreed start date, we will be entitled to terminate the contract.

We provide a search engine optimisation service for any client utilising our bespoke design service. SEO is not available with our pre-designed templates. Scion makes no guarantees of ongoing performance of our client websites and cannot be held responsible for any drop in traffic or search engine ranking.

#### Site Content and Function

Whilst every effort is made to build and deliver web site content, which performs as agreed with the client, it remains the responsibility of the client to check, proof read and agree content and functions of a site, bulk html emails and other media. Scion does accept responsibility of any error not notified by the client prior to publishing. Scion will check thoroughly and make quality control adjustments and amendments where necessary but we advise clients to also check and advise on any necessary corrections and modification which may be needed.

#### Template designs:

Scion may provide its clients with a choice of pre-designed templates. Any quotation given for any template advertised within this website or any advised fee for inserting content and additional webpage creation will be valid for a period of 30 days from the date of submission. Full payment will become due upon verbal or

written acceptance of our quotation and shall be paid before any work commences. Be aware of page size limits and layouts if choosing a template design when writing the website content.

Once paid for in full, all files from template based websites are available for use by the client, however, you agree that only one copy of a website can be made available on the World Wide Web and that any stock photography provided by Scion remains our property and shall not be intentionally used in any other design or reused outside of the website provided by Scion. You accept that Scion reserve the right to resell our predesigned templates and images as many times as we wish. If provided, any database query strings along with any ASP.NET and PHP files will also remain the property of Scion and/or its sub contractors. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the services or products provided by us. If Scion cease trading, all website files will be handed over to the client.

#### Content:

You agree that the content used in any design by Scion will not in any way be unlawful, misleading, abusive, offensive, prejudicial or is likely to expose us to claims, lead us into prosecution, criticism, disrepute or cause us embarrassment.

#### Hosting:

We have links with some of the UK's largest hosting providers. By selecting only the most reputable providers, Scion can ensure maximum uptime and continued reliable service to our clients. However, no guarantee of service can be made by Scion on behalf of the host. Scion will remain your point of contact for any issues you have with the service and will do everything in its power to resolve problems as swiftly and as professionally as possible.

#### Logo and stationery design:

Any quotation given for logo design or stationery design will be valid for a period of 30 days from the date of submission. Full payment is due on acceptance of our quotation and shall be paid before any work commences, unless stated. File are sent as doc, JPG, GIF, PDF or EPS.

#### Domain names:

Scion offers a domain registration service subject to the Nominet Terms and Conditions <http://www.nominet.org.uk/nominet-terms.html>. Prices stated on this website include an administration charge for carrying out the registration. The domain name will be registered in your name and/or business name through a third party company as selected by us. If you choose Scion to carry out the registration, administration rights of the domain name should remain with us whilst legal ownership remains with you. You should receive a confirmation of registration from Nominet, the UK Internet names organisation, within 6 months of registration. A reminder will be sent to you by Scion via e-mail approximately 6 weeks before the domain name is due to expire. For this reason, it is your responsibility to keep us up to date with your e-mail details to ensure you receive these notifications. You accept that Scion will not be held responsible for a missed registration of any domain name. It is your responsibility to send written confirmation of renewal to Scion along with payment for registration at least 2 weeks before the domain name expires. Warning: for .com/.net/.org/.info/.biz domains, if you do not renew the domain during the 40 days after its expiry date, the domain will enter a period of Redemption. This starts at 45 days after expiry and ends 75 days after expiry. During this time the domain may be renewed, however there will be a charge of £220. At the end of redemption, and following a further five days, if the domain has still not been renewed, it will become publicly available for registration. For all other suffixes, if you do not renew your domain name before the expiry date, it will expire and will become available for other people to register.

#### Invoicing:

Invoices will be sent via e-mail (unless otherwise requested) in Word format, you will require a copy of Microsoft Word to open the file. Monthly maintenance invoices are sent via e-mail at the end of each month and should be paid in full within 5 working days. Late payment of any invoice will attract a fee of 3% of the total amount or £30, whichever is greater. Payment may be made by cheque, Internet transfer, or direct payment at your local bank.

#### Virus protection:

Whilst we carry out regular virus checks on our systems and virus check every incoming and outgoing file, we make no warranties that files sent from Scion are free from virus infection and recommend you virus check all files received from us prior to opening or executing.

#### Client login area:

The information contained within our client

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area has been written exclusively for clients using Scion for combined SEO and website design. It is your responsibility to keep your username and password secure and not to divulge them or any information contained within this area to any third party. Abuse of this free service will result in the banning of your use of the area. The information within this area is based on our opinions and experience and is provided as a resource only, we make no warranties of its accuracy and accept no responsibility for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on the content.

#### Links:

Scion may provide links to other websites. Scion has no control over such websites and resources, and you acknowledge and agree that Scion is not responsible for the availability of such external websites, does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Scion shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content.

#### Intellectual Property Rights:

Intellectual Property Rights (IPR), are rights granted to creators of works that are results of human intellectual creativity. These works can be in the industrial, scientific, literary and artistic domain. It can be in the form of an invention, a manuscript, a suite of software, or a business name. In general, the objective of IPR is to protect the creator's right in his work and at the same time allow the general public to access his creativity. IPR maintains this balance by putting in place time-limits on the creator's means of controlling a particular work. The law that regulates the creation, use and control of the protected work is popularly known as Intellectual Property Law (IP).

You agree that Scion owns the intellectual property rights of any content provided to Scion, or that the owner has given you permission to use the content and will allow Scion to use it on your behalf.

Any work created by Scion will be the intellectual property of Scion, Unless purchased by separate agreement.

Once paid for in full, websites become the property of the client. However, the site, its design and content created by Scion, still belongs to Scion, Under the Copyright Law, and The Intellectual Property Right.

You agree that only one copy of a website can be made available on the World Wide Web and that any stock photography provided by Scion remains our property and shall not be used intentionally in any other design or

reused outside of the website provided by Scion. If provided, any database query strings along with any ASP.NET and PHP files will also remain the property of Scion and/or its sub contractors. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the services or products provided by us. Website files can be provided via e-mail, or on CDR for an additional fee.

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