

CREATIVE COMMUNICATION
40 Brodrick Road
London SW17 7DY

TERMS AND CONDITIONS

These Terms and Conditions ('Terms') govern Jonathan Priest trading as Creative Communication for the provision of Creative Design and Production Services to [CLIENT NAME]

1. THE CREATIVE PRODUCTION SERVICES

1.1 You will pay the Fees to Jonathan Priest trading as Creative Communication for the provision of Creative Production Services in accordance with Clause 5 and the Schedule. Any changes or additions to the Services must be agreed in writing by Jonathan Priest.

1.2 Jonathan Priest shall not be liable for any delay or breach of its obligations hereunder resulting from any cause beyond our reasonable control and time shall not be of the essence in the performance of our obligations hereunder.

1.3 You shall be responsible for all proof reading of the Web Site or Printed Works. Jonathan Priest shall not be liable for any typographical errors once the Web Site or Printed Works are released to You.

2. YOUR OBLIGATIONS WITH RESPECT TO THE CREATIVE PRODUCTION SERVICES

2.1 Before the Commencement Date You shall at Your expense supply Jonathan Priest with all materials ('Items') relating to the Creative Production Services as Jonathan Priest may reasonably request, within sufficient time to enable Jonathan Priest to provide the Creative Production Services in accordance with the Schedule. You shall ensure the accuracy and completeness of all such Items.

2.2 You shall be responsible for retaining Your own copies of all Items provided to Jonathan Priest and for insurance against their accidental loss or damage. Jonathan Priest shall in no circumstances be liable for any loss of or damage to the Items however caused.

2.3 Subject to Clause 6 it is expected that You and Jonathan Priest execute a Copyright Assignment to formally transfer ownership with full title guarantee of the Web Site or Printed Works to You. Prior to doing so You are granted by these Terms a non-exclusive license only to publicly display the Web Site or Printed Works.

2.4 When publicly displaying the Web Site or Printed Works and where requested by Jonathan Priest, You shall include an acknowledgement as set out in the Schedule or any other form of acknowledgement notified to You.

2.5 Jonathan Priest is entitled to display the Web Site or Printed Works for our own marketing and promotional purposes both in printed form and on the Internet.

3. JONATHAN PRIEST'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE CREATIVE PRODUCTION SERVICES

3.1 Jonathan Priest reserves the right to make any changes to the Creative Production Services which are necessary to comply with any applicable safety, security or other statutory requirements without notice to You.

3.2 Jonathan Priest shall be entitled in its absolute discretion to decide the number of and which of its employees shall provide the Creative Production Services as the Consultant on Jonathan Priest's behalf.

3.3 Subject to clause 2.2 and clause 6 copyright to the assembled work of the Web Site or Printed Works produced by Jonathan Priest is owned by Jonathan Priest and shall remain in the ownership of Jonathan Priest.

3.4 Jonathan Priest and You expressly acknowledge and agree that in performance of the Creative Production Services, Jonathan Priest is an independent contractor and not an employee partner, joint author or joint venturer of You.

4. DOMAIN NAME

You warrant that You are the owner of, or are duly authorised by the owner to use, any trade mark or name requested or allocated as its domain name and further that, neither its use or registration constitutes an infringement of any third party's intellectual property rights.

5. FEES

5.1 Subject to these Terms, Jonathan Priest shall be entitled to invoice the Fees to You for the Creative Production Services as stated in the Schedule. Jonathan Priest will also be entitled to charge Further Fees as a result of Your instructions or lack of instructions, the inaccuracy of any Items or any other cause attributable to You. You shall pay the Fees and Further Fees due without any set off or other deduction.

5.2 All charges of Jonathan Priest are exclusive of any Value Added Tax, other sales tax, or withholding tax for which You shall be additionally liable at the applicable rate.

5.3 If payment is not made within 30 days of the due date, Jonathan Priest shall be entitled to charge interest on the outstanding amount both before and after any judgement at a monthly rate of 4 per cent of the total amount due. Such interest shall accrue from the due date until the outstanding amount is paid in full. Jonathan Priest shall further be entitled to recover from You all reasonable expenses incurred by Jonathan Priest in recovering the Fees and any interest thereon including legal fees and costs for collection by third party agencies.

6. INTELLECTUAL PROPERTY

6.1 Save as otherwise provided, any Intellectual Property in any Items shall belong to You, and the Intellectual Property in any material, specifications, procedures, data or Intellectual Property of Jonathan Priest used in the preparation of or which is embedded within the material produced by Jonathan Priest ('Output Material') shall remain the property of Jonathan Priest.

6.2 In consideration of You paying to Jonathan Priest the Fees, Jonathan Priest hereby grants to You a non-exclusive licence to use all and any of Jonathan Priest's material, procedures or data embedded in the Output Material only in conjunction with the licence granted under clause 2.2.

6.3 You warrant that any material and its use by Jonathan Priest for the purpose of providing the Services will not infringe the Intellectual Property rights of any third party, and You shall indemnify Jonathan Priest (on a full indemnity basis) against any loss, damages, costs, expenses or other claims arising from any such infringement.

7. CONFIDENTIAL INFORMATION

7.1 Each party may use the Confidential Information of a disclosing party only for the purposes of this Agreement and must keep confidential such information unless required by law to disclose it.

7.2 Either party may disclose Confidential Information of the other party to those of its employees and agents who have a need to know the Confidential Information for the purposes of these Terms but only if the employee or agent executes a confidentiality undertaking in a form approved by the other party.

7.3 All documents and other materials containing Confidential Information of either party will be returned to that party if requested immediately upon completion of the Creative Production Services.

7.4 The parties' obligations to keep information confidential will survive the termination of these Terms.

7.5 The obligations of confidentiality under these Terms do not extend to information that:

7.5.1 was rightfully in the possession of the receiving party before the negotiations leading to these Terms;

7.5.2 is, or after the Schedule is signed, becomes public knowledge (other than as a result of a breach of these Terms); or

7.5.3 is required by law to be disclosed.

8. WARRANTIES AND LIABILITY

8.1 Jonathan Priest warrants to You that the Creative Production Services will be provided using reasonable care and skill. Where Jonathan Priest supplies in connection with the provision of the Creative Production Services any goods or services via a third party, Jonathan Priest cannot guarantee their quality, but will, where possible, assign to You the benefit of any guarantee given by the third party.

8.2 With the exception of any rights which You may have under applicable law all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded from these Terms to the fullest extent permitted by law.

8.3 Nothing in these Terms excludes or limits the liability of Jonathan Priest for death or personal injury caused by Jonathan Priest's negligence or fraudulent misrepresentation.

8.4 Jonathan Priest shall have no liability to You for any loss, damage, costs, expenses or other claims for compensation arising from any Items or instructions supplied by You which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of You.

8.5 Jonathan Priest shall have no liability to You for any loss, damage, costs, expenses or other claims for compensation arising from the suspension of access to Your Web Site or the removal of Your Web Site from the Server, or the deletion, corruption, loss or removal of data, files or material stored on Jonathan Priest's computer systems.

8.6 Subject to clauses 8.2 and 8.3:

8.6.1 Jonathan Priest's total liability in contract, tort, (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Creative Production Services shall be limited to the total value of the Creative Production Services; and

8.6.2 Jonathan Priest shall not be liable to You or any third party for any indirect or consequential loss or damage, costs, expenses or other claims for compensation whatsoever or howsoever caused which arise out of or in connection with the Terms, or for loss of profit, business or data, depletion of goodwill or loss occurring in the normal course of business or otherwise.

9. TERMINATION

9.1 These Terms shall come into force upon receipt by Jonathan Priest of Your signed copy of the Schedule, or upon receipt of a verbal or email communication indicating Your willingness to proceed with the provision of the Creative Production Services. These Terms shall (unless terminated earlier by either party) continue in force until Completion of the Creative Production Services and receipt by Jonathan Priest of all Fees.

9.2 Notwithstanding the provisions of clause 9.1, You shall be entitled to terminate these Terms by service of one month's written notice to Jonathan Priest, such notice to expire not later than 11 months from the Commencement Date under clause 9.1. In the event that You fail to serve such notice Your agreement with Jonathan Priest shall continue for a further period of 12 months.

9.3 Any termination of these Terms shall be without prejudice to any other rights or remedies a party may be entitled to thereunder or at law and shall not affect any accrued rights or liabilities of either party.

9.4 Upon termination of these Terms for whatever reason:

9.4.1 all outstanding Fees and expenses owed by You to Jonathan Priest shall forthwith become due and payable; and

9.4.2 subject as otherwise provided by these Terms to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under these Terms.

10. INDEMNITY

You shall, without prejudice to any other right of action which Jonathan Priest may have, at all times keep the Designer fully and effectively indemnified against any liability (including without limitation all losses, costs, claims, expenses, demands, actions, damages, legal and other fees and expenses on a full indemnity basis) which Jonathan Priest may suffer or incur as a result of any breach or non-fulfilment of any of Your obligations under these Terms, any breach of third party Intellectual Property rights or the use of the Creative Production Services.

11. FORCE MAJEURE

No party will be liable to any other party for its inability to perform any obligations under these Terms caused by a Force Majeure Event.

Jonathan Priest
T/A Creative Communication
40 Brodrick Road
London SW17 7DY