

- **The Graphic Design Company** - Purple Websites and/or any of its employees and/or subcontractors chosen to complete any work for and on behalf of the Client.
- **Client** - The person, firm or company who agrees to purchase Services from The Graphic Design Company during the Confirmation Call.
- **Confirmation Call** - The recorded telephone conversation between the Client and The Graphic Design Company during which the pre-contractual information is disclosed and the contract is established as per the Consumer Contract Regulations. N.B - A single copy of the Confirmation Call will be made available to the Client once only upon request by the Client within 3 calendar months of the date of the Confirmation Call.  
The Client, upon confirmation of order, grants the Graphic Design Company permission (with no charge or obligation) to use any images or information that can be found on the World Wide Web relating to the Client and/or extracted from the Client's website or any other website which relates to the Client for which the Client holds the Copyright or licence for usage in order to create and supply a graphic design to the Client.
- **Contract** - The contract between The Graphic Design Company and the Client for the supply of Services in accordance with these terms and conditions which commences as soon as the Client has agreed with all the pre-contractual information as set out in the Confirmation Call in accordance with the Consumer Contract Regulations.
- **Deliverables** - All works, materials and products developed by The Graphic Design Company in relation to the Services in any media including without limitation computer programs, designs, data, diagrams, drawings, brochures, artwork and specifications.
- **Intellectual Property Rights** - All patents, rights to inventions, utility models, copyright and related rights, trade and service marks, trade, business and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may subsist in any part of the world.
- **Materials** - All materials and content provided by the Client to The Graphic Design Company from time to time in connection with the Services. The materials will include any information or images used to create a graphic design (the deliverables) for the Client that can be found on the World Wide Web relating to the Client and/or extracted from the Client's website or any other website which relates to the Client.
- **Parties** - The Graphic Design Company and the Client.
- **Services** - The design and/or other services to be provided by The Graphic Design Company to the Client as described in the Confirmation Call during which the contract is established. The Graphic Design Company will begin the service and the contract will be deemed to be established as soon as the Client has verbally agreed all the pre-contractual information during the Confirmation Call.
- **Delivery of Services** - The first or "proposed" graphic design will be submitted to the Client by The Graphic Design Company no later than 120 hours after the contract has been established and it will be deemed to be correct and approved by the Client if no alterations are requested by the Client within 30 days of receipt of said design. The Graphic Design Company will amend the first graphic design submitted to the Client upon request by the Client at any point within 44 days of the contract being established during the Confirmation Call and no later than 120 hours after the request for said amendment(s) has been received by The Graphic Design Company. The Graphic Design Company will continue working for no longer than 44 days from date of invoice and/or the date of the Confirmation Call on any given account. The Client hereby agrees that any further work or services carried out by The Graphic Design Company after the 44 day period set out in these terms and conditions will be charged and invoiced for separately (at the discretion of The Graphic Design Company and commensurate with the time and resources required to conduct said further work) and on top of the price agreed during the recorded Confirmation Call. The Client also hereby agrees that any further requests for work after the initial 44 day period as set out in the Confirmation Call will be conducted within a timeframe dictated by The Graphic Design Company at a price dictated by The Graphic Design Company which must be settled by the Client in advance of the work being carried out.
- **Client responsibilities with Reference to Copyright** -The Client shall ensure that the Materials and/or their use do not infringe the Intellectual Property Rights of a third party or any applicable laws or regulations. The Graphic Design Company is entitled (in its sole discretion) to refuse to use any Materials. The Client shall indemnify and hold The Graphic Design Company harmless against all and any damages, liability, demands, loss, expenses and costs (including without limitation legal fees) suffered or incurred by or awarded against The Graphic Design Company in connection with or arising as a result of any action or claim that the Materials and/or their use infringe the Intellectual Property Rights of a third party or any applicable laws or regulations. All Intellectual Property Rights and all other rights in the Deliverables (excluding for the avoidance of doubt the Materials) shall be owned by The Graphic Design Company. The Graphic Design Company hereby licenses all such rights to the Client on a non-exclusive, non-transferable, non-assignable basis (with no right to sub-licence) to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services as is envisaged by the parties. If the Client does not make any payment to The Graphic Design Company by the due date or if The Graphic Design Company terminates the Contract for the Client's material breach or insolvency this licence will automatically terminate. [The Graphic Design Company makes no representation or warranty that the exercise of the rights granted to the Client will not infringe the rights of any third party.]
- **Additional Briefings** - Any additions to briefs provided will be carried out at the discretion of The Graphic Design Company and where no charge is made by The Graphic Design Company for such additions, The Graphic Design Company accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions. The Client agrees to make available as soon as is reasonably possible to The Graphic Design Company all materials required to complete the work to the agreed standard and within the set deadline, including but not limited to any images, text and/or graphic designs presently being used by the Client that are available on the world wide web or in print. The Graphic Design Company will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines. The Graphic Design Company will not be liable or become involved in any disputes between the Client and their Clients and cannot be held responsible for any wrongdoing e.g. Any disputes with reference to content/images that have been provided to us for inclusion. The Graphic Design Company will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the Client or any of the Clients appointed agents. The Graphic Design Company will not be liable for any costs incurred, compensation or loss of earnings due to the inclusion of material and information submitted by the Client.
- **Payment of Accounts** - When the first graphic design has been submitted to the Client within 120 hours of the Confirmation Call as set out in these terms and conditions, the full balance of payment becomes due within 14 days of the Confirmation Call. There are no exceptions to this, i.e.:- If the

Client decides they no longer want the work after the work has begun, the client hereby accepts that as they have commissioned the work they are still obliged to pay for the work that has been done up to the point they decide they no longer require the work. The Client also hereby accepts that The Graphic Design Company's administration of the Client's account as set up during the Confirmation Call for 14 days after the Confirmation Call is done so at the cost quoted and agreed during the Confirmation Call and any other work The Graphic Design Company proposed to conduct between the 14 day period from the date of the Confirmation Call and before the end of the 44 day period from the date of the Confirmation Call would have been completed at no extra charge; thus, at the end of the 14 day period, if the Client decides to cancel the Service, the full amount quoted and agreed during the Confirmation Call will still be due and payable in full. If the Client cancels the service prior to the end of the 14 day period from the date of the Confirmation Call the Client hereby accepts that any deposit made to begin work will be non-refundable and that any work conducted will become due and payable for up to the date of cancellation as dictated by the Graphic Design Company at a percentage of the full amount originally agreed during the Confirmation Call which is exactly the same as the percentage of days the Client account has been administered for out of the 14 day period. Non payment will result in legal action being taken if necessary. Once full payment is received for the work and/or 44 days have elapsed since the first graphic design has been submitted to the Client, it is assumed that the project has been completed to the Clients satisfaction and no refunds can be offered. The Client is expected to proof read the content of the work produced by The Graphic Design Company before being made generally available for use. This will be signed off or approved verbally whereupon the Client becomes liable for any mistakes in the text.

- Again, for the avoidance of doubt, Full settlement is required within 14 days of the contract being established as set out in the recorded Confirmation Call. The invoice date will be the same as the Confirmation Call date. This figure is non-refundable. It is The Graphic Design Company policy that any outstanding accounts for work carried out by The Graphic Design Company or its affiliates are required to be paid in full, no later than 14 days from the date of the invoice unless by prior arrangement with The Graphic Design Company which must be explained in the Confirmation Call during which the order is placed. Once more, for the avoidance of doubt, work will start immediately after the Confirmation Call and the first design will be submitted to the Client no later than 120 hours after the Confirmation Call. The Client is then obliged to make full payment for the work within 14 days of the Confirmation Call.
- **Outstanding payments** - The Graphic Design Company will contact Clients via email and telephone to remind them of such payments if they are not received when due. Accounts which remain outstanding for 45 days after the date of invoice, will incur an extra charge of £40 and 'statutory interest' (this is 8% plus the Bank of England base rate) of the outstanding amount. If any Client denies this contract verbally or in writing after the contract has been established and agreed during the recorded confirmation call and/or has not settled their account within 14 days from date of invoice and/or The Graphic Design Company has not been contacted regarding consistent non payment of an invoice issued to any Client, the Graphic Design Company reserves the right to add 20% to the outstanding amount and pass any debtor details held on file to any UK debt collection agent or Solicitor who will then continue to pursue the debt on behalf of the Graphic Design Company. In the event of continued non-payment the UK debt collection agent or Solicitor may then seek payment through legal procedures, and if necessary court summons. NB:- Such cases may be passed to the Small Claims Court to secure payment. Non payment can result in county court judgements (CCJ's) being added to the Clients credit rating. Any UK Debt Collection Agent or Solicitor pursuing debts on behalf of the Graphic Design Company may add their own fees and administrative charges to the outstanding amount owed to the Graphic Design Company. If any Client has not settled their account within 14 days from date of invoice and/or the Graphic Design Company has passed the details of the Client to a UK Debt Collection Agency or Solicitor, the Client will no longer be entitled to purchase or utilise the monthly hosting account and will need to seek hosting elsewhere upon payment in full for the outstanding amount owed for the initial design. Returned cheques will incur an additional fee of £50.00 per returned cheque. The Graphic Design Company may elect to suspend any or all parts of the service(s) it provides the Client upon any default of any payment by the Client.

**Payment of Continued Hosting Fees** In the instance a website design has been created for a Client and the Client wishes to utilise The Graphic Design Company to arrange hosting for the website and/or emails related to the domain they have chosen a direct debit mandate will be set up upon completion and approval of website design to ensure the hosting and/or email services are kept live and maintained by The Graphic Design Company. Terms and Conditions related to hosting and/or email management will be provisioned separately and run parallel to the contract established in these terms. The Terms and Conditions related to hosting/emails will not supersede or nullify any of the terms pertaining to service(s) provided by The Graphic Design Company as set out in the terms listed herewith. The Graphic Design Company may elect to suspend any or all parts of the service(s) it provides the Client upon any default of any payment by the Client including but not limited to continued hosting fees.

**Improper use and liabilities:** The Client shall acknowledge that he/she will only use the Service(s) provided by The Graphic Design Company for lawful purposes. The Client shall not use the Service to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property (including any trade mark or Copyright). This extends to violations due to any spamming and or bulk email activity for which The Graphic Design Company can and will follow up in the Courts of Law. The Client shall take reasonable precaution to prevent the reception and transmission of viruses to the The Graphic Design Company's network of servers, computers and beyond and shall not attempt any intentional and malicious damage to the The Graphic Design Company's network of servers and computers or use the Service to affect other computers outside of The Graphic Design Company's remit.

It is the responsibility of the Client to keep all user names and passwords secure and not allow any third parties become aware of them or access them, nor will the Client store any user name or password associated with the service(s) provisioned by The Graphic Design Company on any computer or elsewhere in plain text or in a format that is easily accessible. The Client will notify The Graphic Design Company immediately by telephone or e-mail in any event of a username or password becoming known to a third party. The Client hereby indemnifies The Graphic Design Company or its trading concerns against any action taken by a third party resulting from the Client's use of the Service. The Client shall notify The Graphic Design Company of any action taken against them by a third party and will not hold The Graphic Design Company liable for any resulting costs. The Client shall be responsible and liable for any costs to telephone companies by use of the service(s) provisioned by The Graphic Design Company from their point of connection. The Client acknowledges that The Graphic Design Company cannot exercise control over the content of information passed across the Internet and via the Service.

The Client agrees to conform to the acceptable policies of connecting to other networks or computers across the Internet.

**Domain Name Agreement:** The Graphic Design Company will register a domain to an individual and/or company on a per domain basis and the individual or company is granted exclusive use of this domain so long as all fees are paid and the balance of any accounts are kept up to date. By registering a name you agree to keep The Graphic Design Company and its associated companies and its Directors fully and effectively indemnified at all times against action brought about by any person, persons or company against you in using the name. You will assume liability and costs for any such action and release The Graphic Design Company and its associated companies from any liability should any such situation arise. Any registered domain can be used for any legal, decent and honest use on the Internet and must not breach any Internet laws. The name cannot be

used for any immoral or pornographic use. The registrant agrees to have read and accepted the terms and conditions of the appropriate domain registry before ordering a domain name for registration by The Graphic Design Company. The Graphic Design Company shall not be liable for indirect, incidental or consequential damages, including loss of income, data, or information in any event by use of its services. The Graphic Design Company reserves the right not to register or assign any domain name for whatever reason. The Graphic Design Company reserves the right to delete or suspend any domain name if payments have been defaulted upon and may at its discretion levy admin charges in re-establishing any domain or service thereof. The Graphic Design Company reserves the right to vary the rate charged for domain name registrations and renewals and/or modify the services offered providing at least 28 days notice via its website of any cost or service changes.

**Domain Name Transfers:** Any domain transfers should be made in writing via email only and no refunds will be due for domain registrations.

Domain transfer requests - provided all details are correct and procedures followed by the Client - will be carried out by The Graphic Design Company assuming all outstanding invoices/balances have been settled by the customer with The Graphic Design Company. In the event of the Client wishing to transfer their domain name to another Internet Service Provider (ISP), a small transfer charge equal to the current annual hosting charge will become payable. Domain Name transfers will only take place if the Client provides IPS tags within 28 days of initiating a transfer. The Graphic Design Company take no responsibility for any issues with a domain name after this time.

**Domain Name Sub-Lease/Re-Selling Restrictions:** The Client agrees not to re-assign, re-sell, sub-lease or transfer their account in any way, shape or form without the proper procedures being followed as required by the appropriate domain name registry. Contravention shall lead to immediate termination of the Service to the Client by The Graphic Design Company.

**Disputed Domains:** Each respective Registry (ie Nominet, InterNic etc...) will notify the legal registrant of any disputed domain(s) of their position and liaise with all parties related to the dispute as determined by their respective terms and conditions of service provision. The Graphic Design Company cannot enter into any direct involvement with the resolution of any dispute other than to inform and relay to the Client any information supplied by the appropriate Registry. The Client must acknowledge that The Graphic Design Company has no ultimate control over any domain assigned by any Registry.

**Data Security and Back Up of information:** The Graphic Design Company reserves the right to do normal system housekeeping such as creating back-ups but does not accept responsibility for ensuring the back-ups taken are in working order nor does the Graphic Design Company accept responsibility for the successful restoration of any information if the back-up copies it holds on file are indeed in working order.

**Unlawful Activity:** If The Graphic Design Company suspects illegal activity perpetrated by the Client, The Graphic Design Company may notify the authorities and reserve the right to access information pertaining to the Client and alter the service(s) provisioned in any way, shape or form under direct advice or instruction from The Graphic Design Company's chosen legal representation.

**Separation of entities:** The Client must acknowledge that no joint venture, partnership, employment, or agency relationship exists between the Client and The Graphic Design Company as a result of its use of The Graphic Design Company. The Client agrees not to hold out as a representative, agent or employee of The Graphic Design Company. The Client also agrees that The Graphic Design Company will not be liable by reason of any representation, act or omission to act by the Client.

**Defamation:** The Graphic Design Company under intellectual property and internet law reserves the right to cancel and/or remove services if a Client is found to be broadcasting, via any means of transmission including but not limited to word or mouth and written text, anything that the Graphic Design Company considers to be factually untrue and/or potentially damaging towards The Graphic Design Company or any other company or individual; this includes libel, slander and defamation of character.

**Design Credits** - The Client agrees to allow The Graphic Design Company to place a small credit on printed material, exhibition displays, advertisements and/or a link to The Graphic Design Company's own website on the Client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

- **Your Privacy** - We do not share or sell any of your details with third party companies, without your express permission and we will only email you or contact you about work related matters.
- **Cancellation** - Cancellation of orders will be accepted but with the proviso that they are received in writing from the Client before the end of a 14 day period beginning at date of the Confirmation Call. The Client hereby agrees that any deposits received will be considered non-refundable and that any work completed up to the date of cancellation within the 14 day period from the date of the Confirmation Call will be due and payable in full immediately as set out in the **Services** section of these terms and conditions. Cancellation of Hosting or email services attached to any orders will also be accepted at any point but with the proviso that the Client gives 30 days notice in writing. Cancellation of service outside of the time frames herewith will not be accepted.
- **Full Colour Printing** - Every effort will be made to obtain the best possible colour reproduction on Clients work but due to the nature of the process involved The Graphic Design Company shall not be required to guarantee an exact match in colour or texture between the printed results and any proof or existing copy so supplied. Pantone ink matches cannot be produced using the full colour process. Any proof copies issued are NOT colour accurate and are issued for content checking only.
- **Complaints Procedure** - Anyone who experiences a problem with their web service provided by The Graphic Design Company should raise the matter directly giving sufficient information to locate the material (such as a URL) and clearly outline the grounds for complaint. The Graphic Design Company will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.  
The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure. A formal complaint should be made in writing to The Graphic Design Company, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.  
An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.
- **Force Majeure** - The Graphic Design Company shall not be liable to the Client or deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the obligations of The Graphic Design Company in relation to the Services, if the delay or failure was due to any cause beyond the reasonable control of The Graphic Design Company. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the reasonable control of The Graphic Design Company: Act of God, explosion, flood, tempest, fire or accident, War or threat of war, sabotage, insurrection, civil disturbance or requisition, Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government parliamentary or local authority, strikes, lockouts or other industrial action or trade disputes (whether involving

employees of The Graphic Design Company or any third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

- **General** - These terms and conditions shall apply to and shall be incorporated into the contract between The Graphic Design Company and the Client for the supply of the Services to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. No addition to or variation of, exclusion or attempted exclusion of, any of these terms and conditions shall be binding on The Graphic Design Company unless in writing and signed by a duly authorised representative of The Graphic Design Company. No one other than the parties shall have any right to enforce any term of this Contract. If a court or any other competent authority finds that any provision (or part of a provision) of the Contract is invalid, unenforceable or illegal, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected

This Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

- **Acceptance of Order and Terms and Conditions** - The placement of an order for design and/or any other services offered by The Graphic Design Company and validated by the Client's approval during the recorded Confirmation Call constitutes acceptance to comply fully with all these terms and conditions and forms a Contract between the Client and The Graphic Design Company. The Client agrees to the supply of the Services in accordance with these terms and conditions, acknowledges that it has read and understood these terms and conditions and agrees to be bound by them.