



Blue Walnut
01202 429566 | 07974 931 646
studio@bluwalnutdesign.co.uk
bluwalnutdesign.co.uk

Terms & Conditions of Business

GENERAL

1. These conditions apply to all goods and services supplied by Blue Walnut and any subsidiaries of Blue Walnut. The prices charged by Blue Walnut have been calculated to take account of the obligations imposed by these conditions.

2. The following conditions apply to all services supplied by Blue Walnut

2.1 All work will be supplied as specified and agreed with the client at the time of commissioning. Pricing is estimated on time to supply the clients' requirements. If requirements change, the time estimates may also change and fee adjusted accordingly.

2.2 The Agency will aim to provide clients with a guide to external costs involved (e.g. print, domain purchase, web hosting etc) in the quote, but reserves the right to pass on any changes in external costs to the client or for the clients to settle accounts directly with third-party suppliers.

2.3 The Agency reserves the right to terminate the contract immediately in any of the following cases:-

2.3.1 where an invoice remains unpaid by the client for a period of one month after the date when the payment becomes due and the agency shall be entitled upon termination to cancel any contracts arranged by it between the agency and the clients.

2.3.2 where a client breaches these terms & conditions.

2.3.2 where a client breaks the law, goes into liquidation or administration or fails to comply with special payment arrangements (see 2.3.4)

2.3.3 The Agency issues invoices on a 30-day credit basis.

2.3.4 In the event that the client requests special arrangements to be made regarding payment of overdue accounts, negotiation must be entered into directly with the agency's financial director and not with account management or project delivery staff.

COPYRIGHT AND DESIGN

3. The agency reserves the copyright or like rights in any publication, illustration, slogan, concept, promotional data, plan, drawing, material or other data supplied to the client. When the account is settled in full, the intellectual property can be signed over to the client or the logo or brand registered as a trademark using a local solicitor for a nominal fee.

3.1 Blue Walnut shall not without the prior written consent of the client use or adopt the logo and/or the client trading name or take any action that in any way may cause damage to the clients reputation or commercial standing. However, the client agrees that their trading name and logo can be displayed on the Blue Walnut client list and used in occasional promotional activity by the agency.

Blue Walnut
01202 429566 | 07974 931 646
studio@bluewalnutdesign.co.uk | bluewalnutdesign.co.uk

SUB-CONTRACTING

4. The agency may sub-contract any parts of the work or services to be provided, but shall remain liable to the client for the proper performance or its obligations.

PRICES

5. All quotations, tenders & cost estimates are based on current prices and are subject to amendment on or after acceptance to meet any rise or fall in the price of materials, components, external hosting and other items or changes to the client requirements that increase the job time to delivery.

5.1 The agency reserves the right to submit interim accounts from time to time where work is on-going in nature.

5.2 The agency reserves the right to offer retainer terms to selected clients for on-going work, which spreads the costs of a project across a number of delivery months and payment points.

5.2.1 Where retainer terms are in use, break-points or review-points will be established and agreed at the beginning of the project. Some retainer projects will have minimum term delivery times assigned, before which the retainer can not be terminated. Retainer projects can only be terminated or remuneration levels renegotiated by either the Agency or the client at these break-points or review-points.

OWNERSHIP OF GOODS

6. All work carried out by Blue Walnut will remain the property of the agency until full payment has been received.

6.1 On any payment from the client to the agency becoming overdue, the agency may at anytime (and without prejudice to any of its other rights) recover or resell the goods supplied including removing a website from the server.

PAYMENT

7. Except and to the extent otherwise stipulated in the relevant quotation or order, payment for goods and services shall be due on the terms stated on the invoice to the client. The Agency reserves the right to charge a one off late payment fee of £80 plus interest at the rate of 8% above the Bank of Scotland Minimum Lending Rate for the time being, on overdue accounts from the date which they become due until the date of payment.

7.1 Any outstanding account balance shall become due immediately on the commencement of any action or proceedings concerning the client's solvency.

RISK

8. Unless otherwise agreed or stated in the agency's quotation, risk in respect of goods shall pass to the client when the goods are despatched from the agency's premises. Third-party risk is directly with the third-party supplier and is outside of the agency service level agreement.

WARRANTY

9(a) The Agency will rectify any defect provided that:

- (i) the client notifies the agency of any claim within 30 days of a website going live.
- (ii) the agency is allowed a reasonable opportunity to inspect the website or material so as to confirm that it is defective.
- (iii) the goods have not been modified, mishandled or misused.

INDEMNITY

10. The Agency shall not be required to display any matter which in its opinion is or maybe of illegal or libellous nature or an infringement of the proprietary or other rights of any third-party.

10.1 The Client acknowledges that websites prepared by the Agency is on the basis of information supplied by the Client. Accordingly, the Client will indemnify the Agency against:-

- (a) any claims, cost and expenses; arising out of any illegal or libellous or otherwise actionable matter or any infringement of copyright patent design or of any proprietary rights. The indemnity shall extend to any amounts paid on the advice of the Agency's solicitors in settlement of any claims.
- (b) any legal costs incurred by the Agency in connection with any proceedings brought against it in the Trade Description Act 1968 in which either of the statutory defences are proved.

INTERPRETATION

11(a) In these Conditions of Sale:

'consent' means consent in writing.

'The Agency' includes the servants, employees, carriers and subcontractors of the Agency.

'Order' means an order that has been accepted by the Agency.

'Work' or 'Project' means the output of the Agency to meet the client brief as agreed before the project proceeds and/or as evolved during the working relationship.

'retainer' means a fixed cost for multiple projects spread out over a set period of time into equal payments.

APPLICABLE LAW

12. These conditions are to be construed and operated in accordance with English Law and any dispute arising under them or any order shall be settled in the Courts of England.