

1. Definitions

- 1.1 "Client" means the person who purchases or commissions or agrees to purchase or commission work from the firm.
- 1.2 "Conditions" means the terms and conditions of business set out in this document and any special terms and conditions agreed in writing by the firm.
- 1.3 "Delivery Date" means the date specified by the firm when the work is to be delivered or collected at the place of delivery.
- 1.4 "Place of delivery" means the location where it is agreed between the Firm and the Client the work is to be delivered by the firm or collected by the Client or the Client's agent or representative.
- 1.5 "Work" means any product of the Firm whatsoever whether commissioned or otherwise, whether physical or intellectual in character, whether conveyed to the client orally, in writing or in computerised or in any other form including, but not limited to, artwork (finished or unfinished), designs, original concepts, information, advice, photographic prints, negatives and digital files and photographic, printing and production services.
- 1.6 "License" means the permission given by the firm to the client to use or keep the Work for purposes specified from time to time in writing by the Firm.
- 1.7 "Price" means the price for the Work excluding carriage, packing, insurance and any VAT which may be payable.
- 1.8 "the Firm" means "Matthew Andrews".

2. Conditions applicable

- 2.1 These conditions shall apply to all contracts for the provision of Work by the Firm to the Client to the exclusion of all other terms or conditions which the Client may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Work shall be deemed to be an offer by the Client to purchase Work pursuant to these conditions.
- 2.3 Signature by the Client of a purchase order document or other similar document produced to the Client by the Firm shall be deemed conclusive evidence of the Client's acceptance of these conditions.
- 2.4 Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Firm.

3. The Price and Payment

- 3.1 The Price shall be the Firm's quoted Price. The Price is exclusive of any VAT which may be due at the rate ruling on the date of the Firm's invoice.
- 3.2 Any estimates for Work (including materials) are for the purposes of guidance only and estimates may be exceeded.
- 3.3 Payment of the Price and any VAT shall be due within twenty eight days of the date of the invoice.
- 3.4 Interest on overdue payments shall accrue from the day when payment becomes due from day to day until the date of payment at the rate of 8% above Barclays Bank PLC's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.

4. Delivery of the Work

- 4.1 Delivery of the Work shall be in accordance with arrangements made between the Firm and the Client. In cases where no arrangements are agreed the Firm shall make delivery as it sees fit. The Client shall make all arrangements necessary to take delivery of the Work whenever it is tendered for delivery.
- 4.2 The Work shall be deemed delivered when it leaves the possession or custody of the Firm in accordance with the arrangements made or decision taken by the Firm concerning delivery.

5. Acceptance of the Work

- 5.1 The Client shall be deemed to have accepted the Work twenty four hours after delivery in accordance with the arrangement made or the decision taken by the Firm concerning delivery under clause 4.1.
- 5.2 After acceptance, the Client shall not be entitled to reject Work which is not in accordance with the contract.
- 5.3 The Client shall not be entitled to reject the Work on the basis of style or composition.

6. Conditions and Warranties

- 6.1 All terms, conditions and warranties relating to the quality/or fitness for purpose of the Work are excluded unless expressly agreed in writing by the Firm.

7. Title

- 7.1 All physical and intellectual property in the Work including, but not limited to, artwork, photographic negatives, copyright in designs and photographs remains at all times the property of the Firm except where otherwise agreed by the Firm as expressed in the terms of the License.
- 7.2 Work is released to the Client only under the terms of the License.
- 7.3 Risk shall pass on delivery of the Work notwithstanding the provisions of clause 7.1

8. Remedies of the Client

- 8.1 Where the Client rejects any Work, then the Client shall have no further rights whatsoever in respect of the supply to the Client of such work or the failure by the Firm to supply Work which conforms to the contract.
- 8.2 Where the Client accepts or has been deemed to accept any Work, then the firm shall have no liability whatsoever to the Client in respect of that Work.
- 8.3 The Firm shall not be liable to the Client for late delivery.

9. Proper law of Contract

- 9.1 This contract is subject to the laws of England and Wales.

10 Interpretation

- 10.1 In this contract references to the single shall be taken to include the plural and references to the male gender shall be taken to include the female gender and visa versa.
- 10.2 References to the person or persons include any body corporate, partnership or other legal entity.