

# terms & conditions



## Definitions

'Company' – Bumblebee Design Limited  
'Client' – the person, firm, company or organisation who orders the services of the company.  
'Commissioned Work' – all the items supplied and/or all work to be carried out by the Company as specified in the Order.  
'Client's Materials' – all items supplied by the Client to the Company for use in the production of the Commissioned Work.  
'Project Plan' – details on how the project is to be delivered  
'Contract' – the arrangement between the Company and the Client, comprising of the Order, Project Plan, these Conditions and any other documents specified in the Order.  
'Intellectual Property Right' – any copyright, patent, trademark or original design right whether registered or not.  
'Additional Work' – any change, or increase in scope, to the Contract at the Client's request

## Conditions

### 1 CHARGING

(a) Quotations – are based on the Company's current rates and, unless stated otherwise, are only valid for 30 days from quotation date. Quotations will be provided to the Client via a written quotation, a project proposal or by email.  
(b) Orders – All orders to the Company are made by written email confirmation or verbal agreement of the quotation.  
(c) Engagement Fee – A minimum of 25% of overall project fee will be invoiced by the Company for the Commissioned Work. Further payments will be outlined in the payment schedule of the Contract.  
(d) Additional Work – All additional work that is ordered by the Clients (including amendments), unless otherwise agreed, is subject to additional charges.  
(e) Online Web Support – Will be costed separately and covered by a support contract which will detail all areas of support and response times to support requests from the Client. The support contract is renewable every twelve months and may include new conditions or services.

(f) Site Maintenance - Advance Site Maintenance (ASM) is offered to the Client to provide ongoing maintenance and development work. The Client will purchase blocks of four hours ASM to cover maintenance requests. Commissioned Work will only be carried out if sufficient ASM has been purchased. Any work carried out by the company before receipt of payment will be done at their discretion. The Client cannot hold the Company liable for any delays to maintenance work requests caused by insufficient ASM time to complete the work.  
(g) Disbursements – shall be charged in accordance with our cost proposals.  
(h) Payment Terms – The Company's payment terms for web development work are for immediate payment. All other work will be payable 30 days from invoice date unless stated otherwise. All outstanding invoices after 30 days may be subject to interest at the current rate specified by The Late Payment of Commercial Debts (Interest) Act 1998 (a part of a month being treated as a full month for the purposes of calculating interest unless otherwise stated). Should the payment not be made within 90 days, the Client will be responsible for all costs incurred in reclaiming the debt. Delayed or non payment may result in reclamation of goods or taking websites offline.

### 2 SIGN-OFF

(a) For larger projects, the Company will provide a Project Plan for the Client to approve prior to commencing project.  
The Project Plan will specify stages for the Client to Sign-off. Sign-off will require written confirmation, usually by email, but the Company may occasionally request signature approval.  
(b) Where proofs of work are submitted for the Client's approval, the Company is not liable for any errors that are not corrected by the Client.  
(c) Client's amendments and additional proofs will be charged at current Company rates unless previously agreed otherwise.  
(d) Colours may slightly vary from digital/hard proof to finished print. No refund will be given due to colour variations if a match-proof or equivalent is not requested.  
(e) The Company cannot take responsibility for missed deadlines if the Project Plan is not adhered to by the Client.

### 3 ADDITIONAL WORK

If the Client requests additional work or features outside of the scope of the Contract then the Company reserves the right to delay the additional work until after the completion of works specified in the Contract. The Company will be entitled to charge for Additional Work at an amount agreed with the Client in advance of invoice or, in default, at its usual hourly rates.

### 4 DELAYS

The Company shall endeavour to meet deadlines but in no circumstances is the Company liable for any delay due to circumstances beyond the Company's control, ie. Act of God.

### 5 DELIVERY

The Company will endeavour to deliver all Commissioned Work as specified in the Project Plan.

### 6 INTELLECTUAL PROPERTY

(a) All Commissioned Work produced by the Company will be fully assigned to the Client when the Contract is complete and all payments due are received by the Company. Payments due are all sums falling due under the Contract including amounts due as a result of any Additional Work requests that are received by the Company. On assignment the Client may re-use or reproduce in part or full all work produced by the company.  
(b) The Company reserves the right to use all Commissioned Work for Company promotion.  
(c) All web development authoring files will be made available to the Client by request on termination of the Contract.  
(d) Any proprietary software application authored by the Company will not be the sole property of the Client. The designs and techniques developed by the Company for the Client online can be reused for other Clients.

### 7 COMPANY PORTFOLIO

The Company reserves the right to:

- (a) Add the Client to its client list
- (b) Use the Commissioned Works in Company promotion, media relations and case studies
- (c) Receive at least 5 file copies of printed jobs.

### 8 MATERIALS SUPPLIED BY THE CLIENT

(a) The Company reserves the right to reject any materials supplied or specified by the client which appear to it to be unsuitable. ie. unreadable digital files, low resolution scans, oversized pictures for scanning.  
(b) Where materials are supplied or specified by the Client, the Company will endeavour to achieve the best results. The Company will not accept responsibility for imperfect work caused by defects in or unsuitability of materials supplied or specified.  
(c) The Company may refuse to use any of the Client's Materials which in its opinion contains any defamatory or obscene matter or may infringe any Intellectual Property Rights of any third party.  
(d) The company will return the Client's Materials to the Client upon receipt of full payment by the Client.

### 9 DATA SUPPLIED IN DIGITAL FORM

Where any Client's Material is supplied to the Company in a digital format and data received is not suitable for the Commissioned Work, the Company may make a reasonable charge for any additional cost incurred in additional production time. The Company will supply the Client with technical specifications in advance and will also advise client in advance of any extra charges.

### 10 RISK AND TITLE

The Company shall retain sole title and rights to the Commission Work until the Company has received payment for all sums falling due under the Contract including amounts due as a result of any Additional Work unless otherwise agreed in writing with the Company. The Client will be solely liable for the Commissioned Work upon the transfer of title and should arrange insurance accordingly.

### 11 INSOLVENCY

If the Client ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due then the appropriate legal action may be taken to recover the outstanding balance. This action may include obtaining a petition for bankruptcy proceedings.

## terms & conditions (cont.)



### 12 FORCE MAJEURE

The Company is not liable if it is unable to carry out the Commissioned Work according to the Contract for any reason beyond its control including: Act of God, legislation, war, fire, flood, drought, failure of power supply, server failure, lock-out, strike (non exhaustive list). Under these circumstances the Company may elect to vary or terminate the Contract.

### 13 SUB-CONTRACTORS

The Company reserves the right to sub-contract any or all of its work but shall remain liable to the Client. The Company may include any third party into proceedings for recovery of losses incurred through a third-party and the Client will permit the Company to litigate on its behalf against any third-party liable to the Client or Company for damages paid by the Company to the Client under this clause.

### 14 POSTPONEMENT

If delivery or project completion date is postponed for longer than 60 days of the original agreed delivery date by the Client, the Company will then be entitled to full payment as specified in the Contract. The work will be rescheduled and delivered according to the availability of the Company. If the postponement causes additional expense such to the Company, any costs reasonably incurred will be passed on to the Client.

### 15 TERMINATION

In the event that the Client wishes to terminate the Contract, they will provide no less than 28 days' written notice to the Company of their intention to do so. On termination of the Contract, the Client will remain liable for work already carried out and material specifically ordered, save by express agreement with the Company in writing. In the event of termination, all Commissioned Work will be retained by the Company until or unless all sums due under this clause are paid, expressly agreed within the Contract or otherwise agreed in writing with the Company. On termination the Company may, at its discretion, invoice the Client for any outstanding unbilled time spent on the Contract at the Company's usual rate, or at rates otherwise agreed in the Contract. On payment of the sums due under this provision the

Company will transfer title of the Commissioned Work to the Client. In the event of termination, the remainder of the terms of this agreement will continue to apply and the Company at liberty to enforce the terms of the same against the Client. Any termination of this agreement however caused shall not affect any rights or liabilities within this agreement. The Company reserves the right to terminate a Contract with the Client with a 60 day notification period. Any Commissioned Work during the notification period will be subject to agreement by the Company.

### 16 DATA PROTECTION

To the extent that any data or information belonging to the Client is personal data within the meaning of the Data Protection Act 1998 or equivalent legislation in the territory:

- (a) the Company will process such data and information only in accordance with the Client's instructions;
- (b) the Company will not transmit such data and information to a country or territory outside the European Economic Area without the Client's prior express written consent; and
- (c) the Company will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the Client as data controller.

### 17 CONFIDENTIALITY

17.1 Any information or documents which are disclosed by the Client to the Company or which may come to the Company's attention during the course of the project including without limitation any information relating to the Client's business, customers, suppliers, know-how or market opportunities which are not in the public domain at the time of disclosure shall be confidential (Confidential Information).

17.2 The Company undertakes that it and shall procure that any Company personnel shall only use Confidential Information for the purposes of the project under these Terms and Conditions and shall not at any time disclose Confidential Information to any person without the Client's prior written consent, except to as may be

required by law or regulatory authority.

### 18 ANTI-CORRUPTION AND ETHICAL STANDARDS

The Company and the Client shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010.

### 19 ENTIRE AGREEMENT

19.1 This agreement constitutes the entire agreement between the parties and supercedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

19.3 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

### 20 JURISDICTION AND GOVERNING LAW

20.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including noncontractual disputes or claims).