

Terms of Supply



1. Interpretation

1.1. In these Conditions:

“**Contract**” means the contract for the completion and delivery of the Project;

“**Input Material**” means any documents or other materials, and any data or other information provided by the Client relating to the Project;

“**Project Material**” means any documents or other materials, and any data or other information relating to the Project to be delivered by Tileyardman Creative Ltd to the Client;

“**Quotation**” means the quotation or other proposal by Tileyardman Creative Ltd to which these Terms are appended or intended to apply;

“**Project**” means the service to be provided by Tileyardman Creative Ltd for the Client and referred to in the Quotation;

“**Standard Charges**” means the charges shown in Tileyardman Creative Ltd’s quotation or other existing tariff document from time to time a copy of which is available on request.

1.2. The headings in these Terms are for convenience only and shall not affect their interpretation.

1.3. These terms and conditions apply to all work undertaken by Tileyardman Creative Ltd. (Tileyardman for the purposes of this contract)

2. Delivery of the Project

2.1. Tileyardman shall deliver the Project to the Client subject to these Terms. Any changes or additions to the Project or these Terms must be agreed in writing by Tileyardman and the Client.

2.2. The Client shall at its own expense supply Tileyardman with all necessary data or other information relating to the Project, within sufficient time to enable Tileyardman to complete the Project in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

2.3. The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. Tileyardman shall have no liability for any such loss or damage, however caused. All Project Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.

2.4. The Project shall be provided in accordance with the Quotation and otherwise in accordance with Tileyardman’s current Terms of Supply.

2.5. Further details about the Project, and advice or recommendations about its provision or utilisation, may be made available on written request.

2.6. Tileyardman may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Project without any liability to the Client.

2.7. Tileyardman may at any time without notifying the Client make any changes to the Project which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Project.

3. Charges

3.1. Subject to any special terms agreed, the Client shall pay Tileyardman’s Standard Charges and any additional sums which are agreed between Tileyardman and the Client for the completion of the Project or which, in Tileyardman’s sole discretion, are required as a result of the Client’s instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.

3.2. Tileyardman shall be entitled to vary Tileyardman’s Standard Charges from time to time by giving not less than three months’ written notice to the Client.

3.3. All charges quoted to the Client for the provision of the Project are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.4. New clients – for the first project only, Tileyardman will invoice 100% of the gross value of the work as quoted and agreed with the client upon commencement of the project. Payment in full should be made on completion, delivery and sign-off of the work or at 30 days from the date of the invoice, whichever falls first.

Beyond the first project, our standard terms and conditions of payment will apply unless other terms are agreed with the client.

3.5. Tileyardman shall be entitled to invoice the client for each project as follows:

Up to £10,000 value excluding vat - Invoice upon completion of project

£10,001 - £40,000 - 30% invoiced on commencement of project and 70% on completion, both payable under the standard terms agreed from date of invoice.

£40,001 and above - payment terms to be agreed before commencement of project. Event projects in this band and above will require a 50% payment at the commencement of work. This is payable by return upon receipt of our invoice.

Tileyardman’s standard terms shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deductions) within 30 days of the date of Tileyardman’s invoice.

3.6. If payment is not made on the due date, Tileyardman shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Lloyds TSB Bank plc from the due date until the outstanding amount is paid in full.

3.7. Where the Client requests a variation to the Project, Tileyardman will be entitled to submit to the client a revised quotation and seek the approval of the Client to such revised Quotation before commencing, or continuing, the project.

4. Rights in Input Material and Project Material

4.1. The property and any copyright or other intellectual property rights in:

4.1.1. any Input Material shall belong to the Client

4.1.2. any Project Material shall, unless otherwise agreed in writing between the client and Tileyardman, belong to Tileyardman, subject only to the right of the Client to use the Project Material for the purposes of utilising the Project.

4.2. Where the parties do agree, pursuant to paragraph 4.1.2 above, that the Project Material (or any part of it) shall belong to the Client, then such agreement shall only have effect when the Client has paid to Tileyardman any and all monies then owing to Tileyardman from the Client.

4.3. Any Input Material or other information provided by the Client which is so designated by the Client and any Project Material shall be kept confidential by Tileyardman, and all Project Material or other information provided by Tileyardman which is so designated by Tileyardman shall be kept confidential by the Client; but the foregoing shall not apply to any documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

4.4. The Client warrants that any Input Material and its use by Tileyardman for the purpose of providing the Project will not infringe the copyright or other rights of any third party, and the Client shall indemnify Tileyardman against any loss, damages, costs, expenses or other claims arising from any such infringement.

4.5. Subject to paragraph 4.4, Tileyardman warrants that any Project Material and its use by the Client for the purposes of utilising the Project will not infringe the copyright or other rights of any third party, and Tileyardman shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

4.6. The Client hereby authorises Tileyardman to use the Project material in case study format for self promotion.

5. Warranties and Liability

5.1. Tileyardman warrants to the Client that the Project will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Quotation. Where Tileyardman supplies in connection with the provision of the Project any goods (including Project Material) supplied by a third party, Tileyardman does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Tileyardman.

5.2. Tileyardman shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client 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 the Client.

5.3. Except in respect of death or personal injury caused by Tileyardman’s negligence, or as expressly provided in these Terms, Tileyardman shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Tileyardman, its servants or agents or otherwise) which arise out of or in connection with the provision of the Project or their use by the Client, and the entire liability of Tileyardman under or in connection with the Contract shall not exceed the amount of Tileyardman’s charges for the provision of the Project, except as expressly provided in these Terms.

5.4. Tileyardman shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Tileyardman’s obligations in relation to the Project, if the delay or failure was due to any cause beyond Tileyardman’s reasonable control.

6. Termination

6.1. Except in the case of a single project the Client shall be entitled to terminate a Contract at any time by giving not less than three months’ written notice to Tileyardman.

6.2. Where the project is an event, trade show, or exhibition, notification of cancellation or termination of the project by the Client must be made in writing to Tileyardman.

6.2.1. Where the Client cancels the event, trade show, or exhibition, the following cancellation charges shall apply:

6.2.2. If the cancellation is received 8 weeks or less prior to the date of the event, trade show, or exhibition, then the Client shall pay 60% of the total project value (+VAT).

6.2.3. If the cancellation is received 6 weeks or less prior to the date of the event, trade show, or exhibition, then the Client shall pay 75% of the total project value (+VAT).

6.2.4. If the cancellation is received 4 weeks or less prior to the date of the event, trade show, or exhibition, then the Client shall pay 100% of the total project value (+VAT).

6.3. Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by Written notice to do so, or if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986).

7. General

7.1. These Conditions (together with the terms, if any, set out in the Quotation) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

7.2. A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

7.3. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.4. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

7.5. English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

February 2017