

Creative Something Ltd Terms and Conditions

1 Creative Something

Creative Something Ltd. is a company registered in England and Wales (07467459) whose registered office is at Queens Buildings 55 Queen St, Sheffield, South Yorkshire S1 2DX.

2 Prices

Price estimates are based on current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance, where such amendment is reasonably required in order to meet any rise or fall in such costs.

3 Preliminary Work

All work carried out, whether experimentally or otherwise, at customer's request shall be chargeable.

4 Copy

Where additional work of any nature is necessary as a result of copy supplied by a customer not being clear and/or legible Creative Something Ltd. shall be entitled to make additional charges on a time and materials basis to cover subsequent work. Creative Something Ltd. accepts no liability for poor quality items that are produced as a result of the customer providing copy that does not meet the recommended standard of quality.

5 Proofs

Proofs of design work shall be presented in either hard or soft format for the customer's approval and Creative Something Ltd. accept no liability for any errors not corrected by the customer in proofs that are either signed and/or returned to Creative Something Ltd. with the customer's approval whether in person, by post or electronically. Additional charges will be made for any extra proofing documents or amendments that are required as a result of alterations required by the customer unless otherwise stated in writing and/or forms part of a service. When style, type or layout is left to the discretion of Creative Something Ltd. any subsequent changes to such style, type or layout required by the customer shall be subject to additional charges on a time and materials basis.

6 Copyright

Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by Creative Something Ltd. shall remain in and belong to Creative Something Ltd. Creative Something Ltd. reserves the right to use any artwork or printing for the purposes of promoting itself. The customer shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text and/or any other reproducible materials prior to instructing Creative Something Ltd. to reproduce the same. The customer indemnifies and holds Creative Something Ltd. and its agents and/or representatives to no liability over claims, demands, actions, costs, expenses (inclusive but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (inclusive but not limited to the defence of such claim) that the reproduction of the materials by Creative Something Ltd. infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party. All design, text, illustrations, graphics, photographs, diagrams, drawings, logos and the selection and arrangement thereof, and all source code and all other material content of any Website owned, controlled or operated by Creative Something Ltd. are the intellectual property of Creative Something Ltd. or its partners and as between Creative Something Ltd. and the customer all intellectual property rights (including all copyright) arising out of or in relation with such content shall belong to Creative Something Ltd. No reproduction of any

part is allowed without prior written permission.

7 Delivery and Payment

Turnaround is measured in Working Days defined as days on which the clearing banks in the City of London are open for normal business. All dates given to the customer in respect of deliveries are strictly an approximation unless otherwise stated in writing and Creative Something Ltd. accept no liability for goods that are lost in transit or that are damaged whilst in the care of a third party or courier that is not a direct employee, agent or representative of Creative Something Ltd. Where Creative Something Ltd has made an exception in writing such exceptions will be void if the customer is deemed to be delaying the progress of the order in any way inclusive of (but not limited to) the customer not returning proofs by the time specified by Creative Something Ltd. or failing to make payment by the time such payment is due. Where such delays arise the customer forfeits any written exception in full or in part and will hold no claim or liabilities against Creative Something Ltd. Delivery of work by Creative Something Ltd. shall be deemed to take place upon collection of the work by the customer (if the customer is obliged to collect the work) or (if Creative Something Ltd. is obliged to deliver the work) when actual delivery of the work to the customer by Creative Something Ltd. has taken place. Where the customer is obliged to collect the work, failure to collect the work on the day on which Creative Something Ltd. has arranged to have it ready for collection shall be classed as a delay by the customer. Where Creative Something Ltd. has arranged to deliver the work to the customer but the customer has provided incomplete or incorrect delivery information or is not available to accept delivery, providing that Creative Something Ltd. has reasonably endeavoured to deliver the work to the customer the failed delivery shall be deemed as a delay by the customer. Unless otherwise specified the price quoted is for collection of the work from Creative Something Ltd. Sheffield Technology Parks, Cooper Buildings, Arundel Street, Sheffield, S1 2NS Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days or more Creative Something Ltd. shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage. Risk of loss or damage to work completed by Creative Something Ltd. shall pass to the customer on delivery. In the unlikely event that Creative Something Ltd. deems it necessary to re-print work, the approximate date of delivery will be extended and the customer will be notified either verbally or in writing. Unless stated otherwise in writing or by way of credit agreement all payments are to be paid in full by 5pm on the day that Creative Something Ltd. receives approval for all design work contained within each separate order. If payment is received by way of a cheque it is to be made payable to "Creative Something Ltd." and further works will commence when all payable funds have been cleared and received.

8 Variations in Quantity

Every effort will be made to deliver the correct quantity ordered although some variation is inherent within the print process and it is understood and accepted as reasonable that minor variations are immaterial and that Creative Something Ltd. shall have no liability in respect of such variations.

9 Full Colour Printing

All reasonable efforts shall be made to obtain the best possible colour reproduction on customer's work but variation is inherent in the print process and it is understood and accepted as reasonable that, Creative Something Ltd. shall not be required to guarantee an exact match in colour or texture between the customer's photograph, proof (whether in soft or hard format), electronic graphic file, previously printed materials (whether printed by Creative Something Ltd. or other party) or any other materials supplied by the customer where the printed article contributes wholly or partially to the customer's order.

10 Claims

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to Creative Something Ltd. and the carrier within three clear days of delivery (or, in the case of non-delivery within 28 days of dispatch of the goods) and any claim in respect thereof

must be made in writing to Creative Something Ltd. and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of dispatch). All other claims must be made in writing to Creative Something Ltd. within 28 days of delivery. Creative Something Ltd. shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that both it was not possible to comply with the requirements and advice pursuant to the claim was given and the claim made as soon as reasonably possible.

11 Liability

Creative Something Ltd. gives no warranties or guarantees or makes any representations as to the salability or fitness for a particular purpose of any completed work. The subject of a customer's order and all other warranties, conditions, guarantees or representations, whether express or implied, oral or in writing, except as expressly stated in these terms and conditions are hereby excluded. Creative Something Ltd. shall not be liable for any loss arising from delay in transit not caused by Creative Something Ltd. Furthermore Creative Something Ltd. shall not be liable for any indirect, special or consequential damages, loss of profits, economic loss, loss of goodwill or loss of anticipated savings or loss of data. The total aggregate liability of Creative Something Ltd. in respect of any and all causes of action arising out of or in connection with the customer's order and the performance of Creative Something Ltd. in respect of services pursuant to such order (whether for breach of contract, strict liability, tort (including, without limitation, negligence), misrepresentation or otherwise) shall be limited to the sums paid to Creative Something Ltd. by the customer in respect of the order pursuant to which liability has arisen. Nothing in these terms and conditions shall be construed so as to limit or exclude liability that cannot, in adherence to English Law, be excluded or limited including for death or personal injury or liability in respect of fraud or fraudulent misrepresentation.

12 Production Material

All materials owned by and used by Creative Something Ltd. in the production of plates, film-setting, negatives, positives and the like shall remain exclusively the property of Creative Something Ltd. Where such items are supplied by the customer these items shall remain the customer's property. Lithographic items, pre production work or other materials supplied by the customer may be defaced or destroyed immediately after the order is executed unless written arrangements are made to the contrary.

13 Property Belonging to Customer

The customer's property and all property supplied to Creative Something Ltd. by or on behalf of the customer shall while it is in the possession of Creative Something Ltd. or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed in writing and the customer should seek to make such property coverable by insurance. Where a customer fails to collect work within 20 working days from notification to the customer of completion of the work Creative Something Ltd. shall be entitled, at its discretion, to either store the work until actual delivery or collection is made and charge the

14 Insolvency

If the customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against it, Creative Something Ltd. without prejudice to other remedies shall have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to Creative Something Ltd. Furthermore in respect of all unpaid debts due from the customer Creative Something Ltd. will retain by way of a general lien all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as Creative Something Ltd. thinks fit and to offset the proceeds

against any debts.

15 Illegal Material

Creative Something Ltd. reserves the right to refuse to design, develop or print any material that in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party. The customer indemnifies and holds no claim or liabilities against Creative Something Ltd. for any claims, demands, costs, expenses (inclusive but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of the work it is required to produce pursuant to a customer's order being or alleged to be defamatory.

16 Data Protection

In placing an order with Creative Something Ltd. the customer consents to its details being retained for accounting and marketing purposes. The details will be kept even after the customer's trading relationship with Creative Something Ltd. has terminated. Creative Something Ltd. may use the customer's personal data to let customers know about goods and services similar to the goods or services provided to the customer previously and any others matters that Creative Something Ltd. consider may be of interest to customers.

17 Force Majeure

Creative Something Ltd. shall be under no liability if it shall be unable to perform any obligation which is owed to the customer for any reason beyond its control including without limitation Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials or continue or complete works required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to Creative Something Ltd. elect to terminate the contract and pay for work done and materials used, but shall otherwise accept delivery when it is made available.

18 Variations to Terms and Conditions

These terms and conditions may be amended from time to time. The latest version of these terms and conditions can be viewed at this site

<http://dl.dropbox.com/u/14857313/Terms%20and%20Conditions/Terms%20%26%20Conditions%20with%20Annexe%201%20%28Stroke%20Campaign%29.pdf>

19 Contractual Agreement

Upon signing an acceptance notification the customer is entering into a legally binding contract with Creative Something Ltd. which is completed when the customer takes possession of the finished product or has received the agreed service. The customer takes possession by collecting goods in person or by agent or by receiving goods by courier if delivery has been agreed in writing.

20 Cancellation

The customer must notify Creative Something Ltd. of any wish to cancel, in writing, immediately and without unreasonable delay. In the event of any cancellation/s the customer will become instantly liable for:

20.1 25% of the accepted price if cancelled before the delivery of proofing documents in either soft or hard format.

20.2 50% of the accepted price if cancelled upon the receipt of proofing documents that have been delivered in soft or hard format, including but not limited to, in person by an authorised representative of Creative Something Ltd., recorded mail via courier, by fax, by email or any form of electronic file transfer or smartphone application.

20.3 100% of accepted price if cancelled upon the delivery of final artwork pursuant to clause 20.2

20.4 In the event of cancellation Creative Something Ltd. retain ownership of all rights granted within these Terms and Conditions including any ideas and concepts without prejudice to clause 6.

21 Law

These terms and conditions and all other express terms of the contract with customers shall be governed and construed in accordance with English law. English Courts shall have jurisdiction in relation to any matters arising in connection with any contract between Creative Something Ltd. and the customer upon which these terms are incorporated.

Annexe 1

Definitions

Agreed Parties - All individuals, community groups, NHS staff and/or associated persons who are part of, or responsible for the growth of the campaign. **Campaign** - Stroke awareness amongst domestic and foreign communities. **Campaign Works** - All ideas, concepts, designs, printed materials, promotional information and/or anything else though, made or created for the campaign. **Non-Commercial Reproduction** - Non professional standard and sale prohibited reproduction(s) of campaign works not carried out by a business or person(s) trading within the graphic design and/or print industry. To be carried out only by those provided for within Agreed Parties. **Our, We, Us** - Creative Something Ltd. And/or that which belongs to Creative Something Ltd. **Provable Price** - An official quoted price obtained from another supplier on letter headed paper (hard copy or soft copy) during a procurement exercise which can be sent to Us when requested. **Terms and Conditions** - The standard terms and conditions of Creative Something Ltd.

1 General

This document is supplementary, without prejudice, to Our standard Terms and Conditions and grants express permission for Agreed Parties to act in accordance with the provisions within.

2 Copyright and Fair Usage

1. Without prejudice to Clause 6 of our Terms and Conditions and rights conveyed in Intellectual Property Legislation We permit the Non-Commercial Reproduction of all designed and printed Campaign Works carried out for and/or on the behalf of health and social care systems globally where the purpose of reproduction is to further promote the Campaign Message by educating individuals, community groups and/or associates of these health and social care systems. 2. The modification of design work for use in electronic transmissions, including but not limited to email and/or slide show presentations, and/or documents or materials printed using non-commercial scale print technology, including but not limited to domestic desk top printers, photocopiers, scanners and/or fax machines, is permitted providing that it is within the scope of a Campaign in which We are directly involved. 3. Any reproductions using commercial technology, including but not limited to offset lithography, digital press and/or screen printing, is prohibited except where we have given written permission on a case by case basis under the provisions of Clause 3.

3 Provision of Print Services

1. All further commercial quality reproductions are to be ordered through Creative Something Ltd. 2. In the event that the person(s) and/or company/companies are required by their procurement process to request like for like quotations from other suppliers, We must receive a quotation request in all instances. 3. If no procurement process is required then We will remain the default supplier of all commercial print unless otherwise agreed in writing. 4. Where a procurement/tendering exercise has taken place, given that Our quotation is within 10% of the best Provable Price, the subsequent order must be placed with Us. 5. Where our quotation is not within 10% of the best Provable Price, We will either provide a new price or give permission to use the alternate supplier. 6. In the event that we have given permission to use an alternative

supplier, as in Clause 3.5 above, Clause 3.1 and 3.2 remain for all further print orders.

4 Collective Procurement

1. Any individual, community group, board, body, department and/or person(s) intending to order further runs of any printed materials relating to a Campaign, may place a collective procurement order. 2. All collective procurement orders are batch processed on the 15th day of each calendar month and all orders will be invoiced immediately. 3. All Collective Procurement Orders will progress to production on the day when all due invoices are paid or fall within an agreed credit limit. 4. We can accept no liability for any delays arising from late payment of other consortium buyers.

5 Exclusions

1. These terms are not applicable to any other person(s) or organisation(s) unless otherwise stated in writing.

6 Law and Governance

1. These Terms and Conditions are governed by English Law and all dispute(s) will be resolved by the courts of England and Wales.