

1. Interpretation

1.1. **We** or **us** means Design Something More Limited (company no 9154046).

1.2. **You** means the person, partnership or company detailed in the Project Outline (see clause 2.1).

1.3. Any reference to you or us will include our successors or assigns.

1.4. **In writing** includes emails.

1.5. **Terms** means these terms of business

1.6. **“Business days”** are Mondays to Fridays not including bank holidays.

2. Taking on a new job

2.1. We will provide you with a draft project outline (**Project Outline**). This will detail the job we will do for you (**Services**) as well as any output that we will provide (**Output**), and the times by which we will provide the Services and the Output. If you're happy with the Project Outline, provide us with confirmation in writing, and we're good to go. If not, let us know and we'll change it so that we're both happy. The contract between you and us will consist of the approved Project Outline and these Terms only (**Contract**).

2.2. We will provide the Services and the Output in accordance with the Project Outline, and we'll use reasonable skill and care in doing so.

2.3. We will endeavour to meet the times set out in the Project Outline, but unless specifically agreed in writing, these will be an estimate only.

2.4. If laws, rules or regulations require any changes to be made to the Services or Output, we will be free to make those changes as we see fit. We'll let you know what those changes are as soon as we reasonably can.

3. What we need from you

3.1. You need to:

3.1.1. make sure the Project Outline sets out exactly what you need us to do;

3.1.2. co-operate with us, and give us all the material and access we need to carry out the Services;

3.1.3. answer queries as soon as possible after we ask them, and ensure all information we get from you is accurate;

3.1.4. provide us with details of a primary contact responsible for providing us with information, access and answers (**Client Contact**).

3.2. If we can't do what we've promised to do because of something you have or haven't done, you agree that this won't be our responsibility, and that we won't be liable for any costs or losses caused as a result.

4. Money

4.1. The Project Outline will set out the fee we've agreed for the Services and Output.

4.2. If you ask us to do anything else, we will carry that work out and charge a reasonable amount for it.

4.3. Any expenses we (or our agents or sub-contractors) incur will be charged at cost. This will include travel costs, subsistence, hotel costs, third party costs or other associated expenses.

4.4. We will invoice you for each stage of work set out in the Project Outline as soon as that stage is complete, unless we've agreed another basis of charging in the Project Outline or in writing.

4.5. Once we've invoiced you, you will have 30 days to pay us. If you don't pay in time (by cleared funds, into the bank account we've told you), we will have the right to charge daily interest on the overdue amount at the rate of 5% p.a. above the base rate of Barclays Bank plc from time to time until we receive the amount in full.

4.6. If you have a problem with the work we've done, you need to tell us within 5 business days of getting the invoice. If you don't, you'll lose your right to object to payment.

4.7. All amounts described in the Project Outline are, unless it says otherwise, exclusive of value added tax (**VAT**). You will need to pay any applicable VAT at the same

time as you pay the rest of our charges.

4.8. Apart from the circumstances set out in clause 4.6, you will have no right to delay making payments to us or to make any deductions or withholdings from payments due to us, whether for reasons of set-off, counterclaim or otherwise.

5. Intellectual property

5.1. All intellectual property rights, however arising, will remain ours unless we agree otherwise in writing.

5.2. Our output will be draft (**Draft Output**) or final and approved by you (**Final Output**).

5.3. Once you've paid our invoices in full, then you get the following licences which are never-ending and royalty-free, but cannot be transferred:

5.3.1. for Draft Output, you get a non-exclusive licence to evaluate and review these materials only; and

5.3.2. for Final Output, you get an exclusive licence to use the materials for the purpose for which they were originally intended at the time we agreed the Project Outline.

5.4. You aren't allowed to use any of our materials, documents or other property that we've made available for you in providing the Services.

5.5. You can only make changes to the Final Output with our written consent; if we agree, you have to make it clear that we weren't responsible for those changes.

5.6. As far as we are aware, and without conducting any due diligence into the matter, your use of the Final Output will not infringe the intellectual property rights of any third party.

6. Confidentiality

6.1. If either you or we are given access to information which is confidential (and are told that it's confidential), that information is only to be used for the purpose of the Contract, and shall only be disclosed to those who absolutely need to know about it for fulfilling the Contract, unless a court or law requires it to be disclosed.

7. Limitation of liability

7.1. Apart from as set out at clause 7.3 below, we won't be liable to you in any circumstances for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

7.2. Apart from as set out at clause 7.3 below, the maximum liability we could owe to you in respect of all other losses arising under or in connection with the Contract (however arising) shall not exceed the amount of the fees paid by you to us under the Contract.

7.3. We cannot, and wouldn't seek to, limit our liability for death or personal injury caused by our negligence or that of our employees, sub-contractors or agents. The same goes for fraud or fraudulent misrepresentation, or anything else we're legally barred from excluding.

7.4. You're responsible for making sure that the Output (and its use) is legal and appropriate for the purposes for which you want to use it in all the countries in which you want to use it.

8. Termination

8.1. You or we can terminate the Contract by giving the other 20 days' notice in writing (or such shorter period as agreed in writing).

8.2. We can terminate the Contract immediately if you:

8.2.1. are subject to, or in our view imminently about to enter, any kind of insolvency proceedings;

8.2.2. breach any of these Terms and (if it's possible to put it right) don't put it right within 14 days; or

8.2.3. fail to pay us on time.

8.3. Neither of clauses 8.1 or 8.2 above limit any other rights which you or we may have.

8.4. Clauses 5 to 7, 8.3 and 9 will survive the termination of the Contract.

9. What happens after termination

9.1. Once the Contract has been terminated:

9.1.1. you need to pay any invoices (including interest) which are still outstanding;

9.1.2. we will provide you with an invoice

for work we've done and expenses we've incurred which we haven't invoiced you for yet, which you will need to pay immediately; and

9.1.3. you need to keep safe and return to us anything that's still ours, like equipment, materials, documents or other property. If you don't, we'll be allowed to enter your property and retrieve it.

10. Matters out of our control

10.1. We will not be responsible for any delay, nor will we be in breach of this Contract, for events out of our control, like (but not limited to) industrial disputes (ours, yours or anyone else's), war, the concurrent illness of all of our directors, riot, transport failures, utility failures, vandalism, fire, storm, flood, acts of God or the zombie apocalypse.

11. General

11.1. Nobody who isn't you or us can enforce any rights under this Contract.

11.2. Unless agreed otherwise in writing, we may tell others about the fact that you are a client and about the work we have done for you.

11.3. We can assign or transfer all our rights in the Contract to a third party.

11.4. While we are allowed to sub-contract or delegate our obligations under the Contract, we will still be responsible for the performance of our obligations.

11.5. You need our written consent to sub-license, assign, or transfer any or all of your rights or obligations under the Contract.

11.6. Any variation of these Terms must be agreed by you and us in writing.

11.7. Any notice required under this Contract needs to be made in writing. If posted, it is assumed that it will be received two days after being posted; if emailed, it is assumed that it will be received that day.

11.8. Any kind of notice we need to send to you will go via your Client Contact; if you need to send a notice to us, send it via your usual contact at Design Something More Limited.

11.9. If any part of this Contract turns out to be legally unenforceable, this will have no impact on the enforceability of the rest of the Contract.

11.10. This Contract is governed by the laws of England and Wales; the courts of England and Wales shall have sole jurisdiction to deal with any dispute relating to this Contract or how it was made.