

## TERMS AND CONDITIONS

The following Terms and Conditions of Service apply to all artwork, graphic design, print, signage and services provided by MIND LABS LTD.

All design work is carried out by MIND LABS LTD on the understanding that the client has agreed to abide by MIND LABS LTDs terms and conditions.

Copyright of all graphic design work is retained by MIND LABS LTD including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.

If multiple design concepts are submitted, only one concept is deemed to be given by MIND LABS LTD as fulfilling the contract. All other artwork designs remain the property of MIND LABS LTD, unless agreed in writing.

At the time of proposal, MIND LABS LTD will provide the customer with a written estimate or quotation. The Terms and Conditions can be read on MIND LABS LTDs website.

## DESIGN FEES

Fees for design services to be provided by MIND LABS LTD, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 30% of the quoted fee will become immediately due. Work on the project will not commence until MIND LABS LTD has received this amount (unless specifically stated).

## CHARGES FOR OTHER SERVICES

Charges for any additional services over and above the estimated design, will become fully payable at the time of artwork sign off.

## PAYMENT

The client will be asked to provide artwork sign off before followed by an Invoice prior to print/artwork/ publication. At this time the remainder of the fees due will become payable.

Accounts, which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 5% per month of the outstanding amount.

Publication and/or release of work done by MIND LABS LTD on behalf of the client, may not take place before funds have cleared.



Returned cheques will incur an additional fee of £50 per returned cheque. MIND LABS LTD reserves the right to consider an account to be in default in the event of a returned cheque.

Payment in full is required prior to artwork being sent to print.

## DEFAULT

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. MIND LABS LTD shall be considered entitled to remove MIND LABS LTDs and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay MIND LABS LTD reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

## COPYRIGHTS AND TRADEMARKS

By supplying text, images and other data to MIND LABS LTD for inclusion in the customer's brochure or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by MIND LABS LTD on behalf of the customer, will remain the property of MIND LABS LTD and/or its suppliers, excluding Logo design in which full copyright will be passed to the client upon receipt of full payment. The customer may request in writing from MIND LABS LTD, the necessary permission to use materials (for which MIND LABS LTD holds the copyright) in forms other than for which it was originally supplied, and MIND LABS LTD may, at its discretion, grant this.

Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used. MIND LABS LTD reserves the right to charge fees for additional usage.

By supplying images, text, or any other data to MIND LABS LTD, the customer grants MIND LABS LTD permission to use this material freely in the pursuit of the design and to utilize the designs in MIND LABS LTDs portfolio unless agreed otherwise.

Should MIND LABS LTD, or the customer supply an image, text, audio clip or any other le for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free,



which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow MIND LABS LTD to remove and/or replace the file.

The customer agrees to fully indemnify and hold MIND LABS LTD free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

## ALTERATIONS

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge of £40.00 per hour or part there of (Minimum charge of 30 minutes will apply). The customer also agrees that MIND LABS LTD holds no responsibility for any amendments made by any third party, before or after a design is published.

## LICENSING

Any design, copywriting, drawing, idea or code created for the customer by MIND LABS LTD, or any of it's contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of MIND LABS LTD and any of it's relevant sub-contractors.

All design work where there is a risk that another party may make a claim, should be registered by the client with the appropriate authorities prior to publishing or rst use or searches and legal advice sought as to its use. MIND LABS LTD will not be held responsible for any and all damages resulting from such claims. MIND LABS LTD is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold MIND LABS LTD responsible for any such loss or damage. Any claim against MIND LABS LTD shall be limited to the relevant fee(s) paid by the customer.

## DATA FORMATS

The client agrees to MIND LABS LTDs definition of acceptable means of supplying data to the company. Text is to be supplied to MIND LABS LTD in electronic format as standard text (.txt), MS Word (.doc) via e-mail or online upload. Images, which are supplied in an electronic format, are to be provided in a format as prescribed by MIND LABS LTD via electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and MIND LABS LTD will not be held responsible for any image quality, which the client later deems to be unacceptable. MIND LABS LTD cannot be held responsible for the quality of any images, which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.



## DESIGN PROJECT DURATION

Any indication given by MIND LABS LTD of a design project's duration is to be considered by the customer to be an estimation. MIND LABS LTD cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds of the deposit are received by MIND LABS LTD.

## DESIGN PROJECT COMPLETION

MIND LABS LTD considers the design project complete upon receipt of the customer's sign off. Other services such as printing, display panel production, -lm work, website uploading, publishing etc. either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

## WEBSITE DESIGN ONLY

Once web design is complete, MIND LABS LTD will provide the customer with the opportunity to review the resulting work. MIND LABS LTD will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to MIND LABS LTD by e-mail. MIND LABS LTD will consider that the client has accepted the original draft, if no notifications of changes are received in writing from the customer, within 14 days of the start of the review period.

## DESIGN CREDITS

The customer agrees to allow MIND LABS LTD to place a small credit on printed material, exhibition displays, advertisements and/or a link to MIND LABS LTDs own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow MIND LABS LTD to place all designs on MIND LABS LTDs own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

## RIGHTS OF REFUSAL

MIND LABS LTD will not include in its designs, any text, images or other data, which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. MIND LABS LTD also reserves the right to refuse to include submitted material without giving reason.



Any images and/or data that MIND LABS LTD does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow MIND LABS LTD to remove the contravention without hindrance, or penalty. MIND LABS LTD is to be held in no way responsible for any such data being included.

## CANCELLATION

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, MIND LABS LTD will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by MIND LABS LTD within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

## DISCLAIMER

MIND LABS LTD makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. MIND LABS LTD will not be held responsible for any and all damages resulting from products and/or services it supplies. MIND LABS LTD is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold MIND LABS LTD responsible for any such loss or damage. Any claim against MIND LABS LTD shall be limited to the relevant fee(s) paid by the customer. MIND LABS LTD reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. MIND LABS LTD will not knowingly perform any actions to contravene these and the client also agrees to be so bound. MIND LABS LTD and its clients agree to comply with Printers Terms and Conditions, which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. MIND LABS LTD recommends that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

## GENERAL

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. MIND LABS LTD reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.



## SIGNAGE SUPPLY AND INSTALLATION

**1.1** The Mind Labs Ltd warrants that the Goods will correspond in all material respects with the Specification and will be free of defects in material and workmanship for a period of twelve (12) months from the date of delivery or, where applicable, installation, provided that:

1.1.1 the warranty shall not apply to illumination and associated control gear and devices;

1.1.2 the Mind Labs Ltd shall have no liability in respect of any defects in the Goods arising from any specification or other material or instructions submitted by the Customer;

1.1.3 the Mind Labs Ltd shall have no liability in respect of any defect arising from fair wear and tear, weathering, wilful damage or negligence by the Customer or persons using the Goods, abnormal working conditions, failure to follow the Mind Labs Ltd 's instructions (whether oral or in writing), or misuse or alteration or repair of the Goods without the Mind Labs Ltd 's approval;

1.1.4 the Mind Labs Ltd shall have no liability if the total Price has not been paid by the due date for payment;

1.1.5 any failure to meet the Specification or the existence of a defect in the Goods shall be notified to the Mind Labs Ltd in writing within 3 days from the time that the Customer discovered or ought to have discovered the non-conformity or defect, as applicable.

**1.2** The Mind Labs Ltd warrants that the Services will be performed in accordance with the Specification by appropriately qualified and experienced personnel with reasonable care and skill provided that:

1.2.2 the Mind Labs Ltd shall have no liability in respect of any deficiency in the Services arising from any specification or other material or instructions submitted by the Customer;

1.2.3 the Mind Labs Ltd shall have no liability in respect of failures or problems resulting from faults with the building, structure or subfascia to which the Mind Labs Ltd fixed the Goods where such faults were not apparent at the time of installation and had not been notified to the Mind Labs Ltd in writing by the Customer;

1.2.4 the Mind Labs Ltd shall have no liability in respect of any loss or damage (howsoever and to whomsoever arising) which results from any breach of the Customer's undertaking in clause 5.7.2;

1.2.5 the Mind Labs Ltd shall have no liability if the total Price has not been paid by the due date for payment; and

1.2.6 any failure to meet the Specification or to undertake the Services with reasonable care and skill shall be notified to the Mind Labs Ltd in writing within 3



days from the time that the Customer discovered or ought to have discovered the non-conformity or deficiency, as applicable.

**1.3** In the event of any valid claim under clauses 1.1 or 1.2 above being made by the Mind Labs Ltd, the Customer shall afford the Mind Labs Ltd a reasonable opportunity to inspect the Goods or the results of the Services at a time convenient to the Mind Labs Ltd and the Mind Labs Ltd shall be entitled to replace or repair the Goods (or the part in question) or re-perform the Services free of charge or, at the Mind Labs Ltd 's sole discretion, refund to the Customer the Price (or a proportionate part of the Price as appropriate). The Mind Labs Ltd shall have no further liability to the Customer.

**1.4** All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.

**1.5** The Mind Labs Ltd does not seek to exclude or limit its liability for fraud or fraudulent misrepresentation or death or personal injury resulting from negligence, or for any other matter in respect of which it would be unlawful for the Mind Labs Ltd to exclude or limit its liability.

**1.6** Except pursuant to clause 1.5 above, the Mind Labs Ltd shall not in any event be liable for:

1.6.2 any loss of profits;

1.6.3 loss or depletion of goodwill;

1.6.4 loss of anticipated savings, business opportunity or data; or

1.6.5 any indirect, special or consequential loss or damages; howsoever arising in connection with or arising out of the provision, performance, functioning or use of the Goods and/or Services, whether in contract, strict liability, tort (including without limitation, negligence) and whether the Mind Labs Ltd knew or had reason to know of the same, and shall not be liable for any other damages except as provided in the Contract.

**1.7** Except pursuant to clause 1.5 above in no event shall the Mind Labs Ltd 's liability in respect of any of the Goods and/or Services where such a claim is for breach of contract, strict liability or tort (including without limitation, negligence) or otherwise exceed the price paid for those Goods and/or Services.

