

Terms and Conditions:

Definitions:

'The Company' is **North Product Design Ltd**. 'The Client' means the party, or any person acting on their behalf with whom the Company contracts.

PO = Purchase Order / VAT = Value Added Tax

1. All charges & prices for services carried out by the Company may be subject to VAT (where applicable) at the prevalent rate.
2. All estimated prices quoted, whether written or verbal, are for the listed and mentioned services only. Any additional services required to complete a project will be quoted for in advance and charged accordingly. Deliveries, prototypes and couriers are additional.
3. A signed purchase order (preferably with a PO number and project value) will need to be raised for the full deposit or agreed amount before work can commence on any job. A separate PO may need to be raised for any extras such as a distribution, storage, deliveries or mailing.
4. All work is billed on completion of each project stage, or the relevant hourly charge as previously agreed.
5. All estimates are based on expected or agreed design time, where alterations are called for by the Client additional charges may be incurred.
6. Where there is a change of brief, the Company will inform the Client in advance of any extra costs likely to be incurred. All projects are planned to an agreed schedule. Non-adherence to this schedule by the Client may result in compromising final delivery deadlines. If this is likely to occur, the Company will advise the Client as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.
7. Whilst every effort will be made to achieve agreed delivery, the Company cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of the Company's control.
8. The Company must receive full payment not later than 30 days after the date of Invoice. The Company reserves the right to make a surcharge of 2% per month interest to accounts that are not paid by this time. Client credit screening may affect any subsequent credit agreement.
9. Once a client has agreed to the Company's current Terms and Conditions on a credit account with the company, North Product Design Ltd shall invoice in project stages e.g. Stage 1 Conceptual Design, Stage 2 Detailed Design and Design Development etc. Upon stage completion unless where exceptional terms have been agreed with the client.
10. North Product design Ltd reserves the right to invoice for any disbursements for part works carried out including third party costs incurred on a project should the project be unable to be completed for any reason or has been delayed/put on hold by the Client for a period of 4 weeks or more then stage invoicing will occur.
11. In good faith, North Product Design will hold any supplied files, originals and materials for a period of up to 12 months. Resumption of works on the project would be completed according to the original schedule of costs so long as the project specification remained unaltered.
12. All creative work produced and devised during a project(s), creative, digital, software files, related correspondence and prototypes remain the property – physically, intellectually and in copyright, of the Company until full payment has been made on the Client's account, and all project costs have been cleared.
13. Once final designs have been signed off by the client, the Company cannot be held responsible financially or otherwise for any errors relating to tooling, manufacture, testing or adherence to legislation.

14. It is the responsibility of the Client that all materials (including, but not limited to images, photographs, diagrams or illustrations, the clients' own and third party logos as well as intellectual property in other media) supplied to North Product Design Ltd by the client will have the relevant copyrights, licenses and permissions for use in the commissioned project. North Product Design Ltd will not accept responsibility/liability for infringements caused by any wrongly supplied materials.
15. The Company reserves the right to commission freelance support or outsource any job if it is felt it is in the best interests of the Client. Any outsourced job remains the property/responsibility of the company and such services are deemed to be carried out 'indirectly' by the Company.
16. As part of larger projects which involve 3rd parties commissioned directly by the client, the Company will not be held responsible in any way for services not carried out/managed directly or indirectly by the Company.
17. In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non payment of the Charges, for whatever reason), the parties shall attempt to resolve such dispute or difference in good faith or by mediation. It is the responsibility of the Client to inform the Company immediately of any issue that may lead to a dispute (Including but not limited to quality, service, cost, deadline) without such information, no disputes will be entered into.
18. Whilst taking every care to protect all media and correspondence supplied, the Company cannot accept liability or be held responsible financially or otherwise for any loss. Disputes will not be entered into.
19. The Company cannot guarantee the Client exclusivity of any concept, strategy, design or other intellectual property provided. Therefore the Company will not accept liability for any alleged claim from the Client or any Third Party as the result of unintentional similarity in part or whole of a Third Party's copyright protected or registered trademark or brand, identity, strapline, colour usage, image style and content, product or otherwise.
20. It remains the Client's responsibility to seek copyright protection if desired for any creative/intellectual property provided to the Client by the Company.
21. If at any point during the design or development cycle a client wishes to cancel, they may do so but will be invoiced an amount that North Product Design Ltd judges to be proportional to the amount of work completed.
22. The Company reserves the right to the addition of our Company credit on printed or digital projects unless instructed otherwise by the Client and, to the use for self-promotion any work carried out for the Client.
23. The Company reserves the right to use both initial creative concepts and final approved design work for the purposes of the Company's marketing activities (both online and offline) unless otherwise requested/agreed with the Client.
24. Terms and Conditions may be changed at any time without prior notice to its clients. Notification will be sent to all clients at the time of the Terms and Conditions alterations.
25. The Client is agreeing fully to the Company's trading Terms and Conditions by commissioning our services.

North Product Design, 294 Gisburn Road, Blacko, Nelson, BB9 6LS, (+44) 01282 546 147