

## Terms and Conditions

### 1. In these terms and conditions

Contract means the contract for the provision of the Works.

Client means any person, firm or company named on the Estimate/Confirmation of Assignment for whom Georgina Pensri has agreed to provide the Works in accordance with these conditions; Document includes in addition to a document in writing, a map, plan, design, drawing, picture or other image or any other record of any information in any form; Input Material means any Document or other material and any data, specification request or other information provided by the Client relating to the Works; Output Material means any design, format, Document or other material, and any data or other information provided by Georgina Pensri relating to the Works; Estimate/Confirmation of Assignment means the sheet of instructions to which these terms and conditions are appended; Work means the service of formatting and design to be provided by Georgina Pensri for the Client and referred to in the Estimate/Confirmation of Assignment;

### 2. Introduction

2.1 These terms and conditions govern every contract for the provision of Work by Georgina Pensri for the Client and shall operate to the exclusion of all other terms and conditions (including any terms and conditions which the Client purports to apply under any order, specification or other document). Any variation to these conditions and any representations about Work shall have no effect unless expressly agreed in writing and signed by] of Georgina Pensri.

2.2 Each order for Work by the Client shall be deemed to be an offer by the Client to purchase Work subject to these conditions. No order placed by the Client shall be deemed to be accepted by Georgina Pensri until written confirmation of the order is issued by Georgina Pensri and an order acknowledgement is issued.

2.3 Acceptance by the Client, delivery of the Works and/or use by the Client of the Works shall without prejudice to the other terms and conditions set out herein be deemed to constitute unqualified acceptance of these conditions.

2.4 Any provision of these conditions which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of these conditions.

2.5 The headings used herein are for convenience only and shall not affect the meaning or interpretation of these conditions.

2.6 Georgina Pensri likes to advertise. Unless otherwise agreed, Work will carry a discreetly sized and positioned imprint of the fact that it has been designed and produced by Georgina Pensri to include contact details. Subject to any specific provision in writing under condition 7.3 to the contrary the Client by accepting these terms grants a licence (limited to the purpose of advertising the business of Georgina Pensri) for Georgina Pensri to use Input Material in conjunction with Output Material.

2.7 All contracts between Georgina Pensri and the Client will be governed by English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts.

### 3. Ordering

3.1 Orders for Works must be given in writing to Georgina Pensri by the Client.

3.2 Notwithstanding 3.1 above, if Georgina Pensri accepts a verbal order from the Client Georgina Pensri will not be held responsible for any mistakes (made by either party) arising from that verbal order.

3.3 Georgina Pensri reserves the right to refuse to accept any order.

### 4. Quotations and Charges

4.1 Any quotation is given on the basis that no contract will come in existence until Georgina Pensri dispatches an order acknowledgement. All quotations given by Georgina Pensri will unless previously withdrawn in writing remain valid for 28 days from the date of quotation.

4.2 If the Client changes the Estimate/Confirmation of Assignment or it is found to be inaccurate or incomplete after a quotation has been given Georgina Pensri reserves the right to adjust the quotation to allow for the resultant additional work or if any changes to the order are, in Georgina Pensri sole discretion, 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 Georgina Pensri reserves the right to vary the quotation.

4.3 Unless otherwise stated all costs, charges and expenses are exclusive of Value Added Tax.

4.4 When style, type or layout is left to Georgina Pensri's judgment, changes thereafter made by the Client in relation to these aspects shall be charged as additional charges.

### 5. Specifications

5.1 A full description of Work shall be set out by the Client in the form of Estimate/Confirmation of Assignment normally used by Georgina Pensri.

5.2 The Client shall be responsible for ensuring the accuracy of any Input Material and for supplying any Input Material leaving sufficient time to enable Georgina Pensri to complete the Works in accordance with the time limit in the Estimate/Confirmation of Assignment.

### 6. Proofs

6.1 Proofs of all Works will be submitted for the Client's approval. The Client's design or typographical alterations to those proofs (and additional proofs necessitated as a result) shall give rise to additional charges payable by the Client. No responsibility will be accepted for any errors in proofs approved by the Client.

## 7. Copyright

7.1 The property and any copyright or other intellectual property rights in any Input Material shall belong to the Client.

7.2 The Client warrants that any Input Material and its use by Georgina Pensri for the purpose of providing the Works will not infringe the copyright, design right or any other rights of any third party and shall ensure that any necessary permissions, authorizations, licenses or consents are obtained at its own expense prior to the Works being carried out and the Client shall indemnify Georgina Pensri against all loss, damages, costs and expenses or other claims arising from any such infringement awarded against or incurred by Georgina Pensri in connection with any claim arising as a result of the Client's failure to obtain any such permissions (including any damages or compensation paid to compromise or settle any claim).

7.3 The property and any copyright or other intellectual property rights in any Output Material and of any language, html, JavaScript, meta content or keywords, graphics, designs, or other creative work produced by Georgina Pensri as part of the Works shall unless otherwise agreed in writing between the Client and Georgina Pensri belong to Georgina Pensri but the Client shall be entitled to use the Output Material for the purpose of utilizing the Works by way of non-exclusive non-assignable licence, subject to the payment in full of all sums payable under the Contract.

## 8. Force Majeure

8.1 Georgina Pensri or its agents reserve the right to defer the completion of the Works if it is prevented from or delayed in carrying on its business due to circumstances beyond its control including (without limiting the foregoing) Acts of God, compliance with any legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials required for the performance of the Work PROVIDED THAT if the event in question continued for a continuous period in excess of [ 60 ] days, the Client shall be entitled to give notice in writing to Georgina Pensri to terminate the Contract in which case neither party shall have any liability to the other except that the Client will be liable to pay for work done and material used up to the time of that termination.

## 9. Terms of Payment

9.1 Subject to any special terms agreed in writing between the Client and Georgina Pensri, Georgina Pensri shall be entitled to invoice the Client for the price of the Works on or at any time after delivery of the Works, unless the Works are to be collected by the Client or the Client wrongfully fails to take delivery of the Works, in which event Georgina Pensri shall be entitled to invoice the Client for the price any time after Georgina Pensri has notified the Client that the Works are ready for collection or (as the case may be) Georgina Pensri has tendered delivery of the Work.

9.2 Unless otherwise agreement in writing payment of invoices shall be made in full without any deduction or set-off within 30 days of the date of invoice.

9.3 Without prejudice to any other remedy available to it Georgina Pensri shall be entitled to charge interest on overdue invoices at the rate of 5 per cent per annum above the Barclays Bank Plc base rate to run from the due date for payment thereof until receipt by Georgina Pensri of the full amount whether before or after judgment.

9.4 Work supplied to or commenced at the request of an agent for the Client shall be chargeable to that agent as well as to his principal.

## 10. Liability

10.1 The Client shall at its own expense supply Georgina Pensri with all necessary Documents or other materials and all necessary data or other information relating to the Works leaving sufficient time to enable Georgina Pensri to provide the Works. The Client shall ensure the accuracy of all Input Material. The Client shall at its own expense retain duplicate copies of all Input Material and insure against is accidental loss or damage.

Georgina Pensri shall have no liability to the Client or any other party for the loss including theft, or destruction or damage to any Input Material howsoever caused.

10.2 Georgina Pensri warrant to the Client that the Works will be provided with reasonable care and skill and as far as reasonably possible in accordance with the Estimate/Confirmation of Assignment. Where Georgina Pensri supplies any Works (including Output Material) which includes services supplied by a third party, Georgina Pensri 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 services to Georgina Pensri.

10.3 Georgina Pensri 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, inaccurate, illegible out of sequence or in wrong form or any other fault of the Client.

10.4 Except in respect of death and personal injury caused by Georgina Pensri negligence, or expressly provided in these conditions, Georgina Pensri 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 this Contract for any loss of profit or any indirect special or consequential loss, damage costs expenses or other claims which arise out of or in connection with the Works or their use by the Client and the entire liability of Georgina Pensri under or in connection with the contract shall not exceed the amount of the charges for the provision of the Works.

10.5 Georgina Pensri shall not be liable to the Client or be deemed to be in breach of contract by reason of any delay in performance or failure to perform any of its obligations in relation to the Works if the delay or failure was due to any cause beyond Georgina Pensri reasonable control.