

1. Basis of the Contract

- 1.1 Creative Design & Digital shall provide and the client shall receive goods in accordance with Creative Design & Digital estimates which are accepted by the client, subject to these Conditions, which shall govern the Contract between the parties to the exclusion of any other terms and conditions subject to which any such estimate is accepted or purported to be accepted by the client.
- 1.2 No variation to these Conditions shall be binding unless agreed in writing between the authorized representatives of the client and Creative Design & Digital.
- 1.3 Any typographical, clerical or other error or omission in any sales literature, estimate, price list, acceptance of offer, invoice or other document or information issued by Creative Design & Digital shall be subject to correction without any liability on the part of Creative Design & Digital.

2. Job Specifications

- 2.1 All jobs accepted by Creative Design & Digital shall be subject exclusively to these Conditions and no others.
- 2.2 The client shall be responsible to Creative Design & Digital for ensuring the accuracy of the terms of any job submitted by the client.
- 2.3 The quantity and description of the goods required shall be those set out in Creative Design & Digital quotation, or pro forma invoice or written description sent in by the client.
- 2.4 Copyright of the design work produced is the sole property of Creative Design & Digital unless expressly assigned in writing. The design work will not be copied or plagiarized.
- 2.5 No job which has been accepted by Creative Design & Digital may be cancelled by the client except with written agreement of Creative Design & Digital.

3. Price

- 3.1 The price of the goods shall be Creative Design & Digital's estimated price, noting that final costing can vary between 5% and 10% according to the amount of work produced to complete the project, at the date of the acceptance of the estimate. All prices estimated are valid for sixty days only or until earlier acceptance by the client, after which time they may be altered by Creative Design & Digital without giving notice to the client.
- 3.2 All prices for goods are given by Creative Design & Digital on an ex works basis. Estimates are only for the work as detailed and can be used for items listed. Additions or clients' corrections other than as stated are estimated and charged. Sub-contracted material costs outside Creative Design & Digital's normal control which increase during this contract are additionally charged on accordingly. Where Creative Design & Digital agrees to deliver the goods, the customer shall be liable to pay Creative Design & Digital's charges for transport and delivery.
- 3.3 The price for any goods is exclusive of any applicable value added tax (VAT), which the Customer shall be additionally liable to pay to Creative Design & Digital.

4. Terms of Payment

- 4.1 Up to 30% working capital will be requested for new clients before work commences.
- 4.2 An invoice will be sent upon completion of each stage. Payment of these stages is required even if the final stage has not been completed.
- 4.3 If the client fails to make any payment on the due date then, without prejudice to any other right or remedy available to Creative Design & Digital, Creative Design & Digital shall be entitled to:
 - 4.3.1 Cancel the contract or suspend any further deliveries to the client
 - 4.3.2 Appropriate any payment made by the client to such of the goods (or the goods supplied under any other contract between the client and Creative Design & Digital) as Creative Design & Digital may think fit (notwithstanding any purported appropriation by the client)