



## **TERMS & CONDITIONS**

### **1. Definitions**

1.1 “Customer” means the party identified as the Customer in any agreement to whom FULLFORM, may agree to supply products under these terms and conditions.

1.2 “FULLFORM” is a trading name of HJC Design Ltd, a limited company registered in England & Wales No 5213430, whose registered address is at Office 3, 192 Shoreham Street, Sheffield, South Yorkshire, S1 4SQ.

1.3 “Products” means any goods provided by FULLFORM to the Customer in accordance with these terms and conditions.

1.4 “Services” means the design services undertaken by FULLFORM for the Customer in accordance with these terms and conditions.

1.5 “Works” means the designs created by FULLFORM for the Customer during the term of the Contract.

1.6 “Intellectual Property Rights” means all copyright, design rights, and rights in the nature of copyright subsisting in the Works in any part of the world.

### **2. Order Acceptance**

2.1 All orders placed with FULLFORM by the Customer for Products or Services shall constitute an offer to FULLFORM under these terms and conditions, subject to availability of the Products (as appropriate) and subject to acceptance of the order by authorised representative of FULLFORM. The acceptance of an Order shall constitute a Contract.

2.2 All orders are accepted, and Products/Services supplied shall be subject to these express terms and conditions only. No amendment of these terms and conditions will be valid unless agreed in writing between FULLFORM and the Customer.

2.3 This Contract shall be on these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Customer proposes to apply under any purchase order, confirmation of order, specification, or other document.

### **3. Independent Contractor**

3.1 The relationship between FULLFORM and the Customer is that of independent contractor. Neither party is the agent of the other and neither has any authority to make any contract or make any obligation expressly or implied in the name of the other party without that party’s express prior written consent for the express purposes connected with the performance of this Agreement.

## **4. Delivery**

4.1 Any time quoted for delivery of the Products or Services is to be treated as an estimate only and in no event will FULLFORM be liable for any loss whatsoever arising from any delay and will make all reasonable efforts to complete the work against agreed timelines as per proposed project plan timeline.

4.2 Where Products to be delivered to the Customer constitute goods, risk in those goods shall pass to the Customer at the time that they are despatched, and the Customer shall be responsible for insuring those goods from the date of dispatch.

4.3 Where Products to be delivered to the Customer constitute goods, if those goods are not received or are received damaged then the Customer must notify FULLFORM within 7 days of delivery.

## **5. Title**

5.1 Ownership of the Products shall not pass to the Customer until FULLFORM has received in full (in cash or cleared funds) all sums due to it in respect of the Products and any other sums which are, or which become due from the Customer on any account.

5.2 FULLFORM shall be entitled to recover payment for Products notwithstanding that ownership of the Products has not passed to the Customer.

5.3 Until ownership of the Products has passed to the Customer, the Customer shall hold the Products on a fiduciary basis as FULLFORM bailee. The Customer shall (where applicable) ensure that the Products are kept separately and readily identifiable and in satisfactory condition.

5.4 The Customer's right to possession of the Products shall terminate immediately if the Customer becomes in any way insolvent, charges, or encumbers the products or fails to observe or perform any of the other obligations under the Contract.

5.5 Where the Customer's right to possession of the Products is terminated, the Customer grants FULLFORM, its agents and employees an irrecoverable licence to enter its premises and recover the Products.

5.4 The Customer's right to possession of the Products shall terminate immediately if the Customer becomes in any way insolvent, charges, or encumbers the products or fails to observe or perform any of the other obligations under the Contract.

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## **6. Cancellation, Rescheduling and Changes**

6.1 Subject to clause 9.2 of these terms and conditions any request by the Customer for cancellation or rescheduling of any order will only be considered by FULLFORM if made no less than 21 days of the due delivery date and shall be subject to acceptance by FULLFORM at the sole discretion of FULLFORM and subject to

payment of all due amounts for work completed by FULLFORM at the point of cancellation on a pro-rata basis.

6.2 Where the Customer requests a change to the Products or Services it has ordered, whether the change is in quantity of goods or the scope or execution of instructions to provide services, FULLFORM may, at its option, inform the Customer of the likely impact of the change on the price and time of delivery.

## **7. Price**

7.1 Quotations will remain open for acceptance for 28 days.

7.2 Quotations shall be an estimate only, in particular where Products or Services are provided on a staged deliverables basis. Listed prices may be based on supply costs to HJC and are therefore subject to change. Where the quoted price or listed price is subject to change FULLFORM shall inform the Customer of any increases for review and notification prior to charging accordingly and to raise an invoice against deliverables issued on payment dates to the Customer.

7.3 All prices are exclusive of Value Added Tax and any other taxes or duties. All such taxes or duties are payable by the Customer and will be applied in accordance with United Kingdom legislation in force at the time of despatch or invoice as applicable.

## **8. Payment Terms**

8.1 Invoices will be raised and dated by FULLFORM in accordance with the payment terms agreed between the parties. Unless otherwise stated in writing by FULLFORM all invoices raised under a Contract shall be payable within 30 days from the receipt by the Customer of that invoice, unless otherwise agreed between the parties in writing.

8.2 Payments that are not received when payable will be considered to be overdue and remain payable by the Customer together with interest for late payment at the rate of 5% above the base rate for the time being of HSBC Bank plc. Such interest shall accrue on an annual basis from the due date until actual payment of the overdue amount and be payable after as well as before any judgement.

## **9. Specification**

9.1 FULLFORM will use its reasonable endeavours to ensure that all Products and Services are supplied within reasonable tolerances and performances as may be applicable in the normal course of trade.

9.2 FULLFORM reserves the right to increase its quoted or listed price or to charge accordingly in respect of any non-standard Products or Services or specification and shall inform Customer of any increases for review and notification prior to charging accordingly.

## **10. Warranty**

10.1 FULLFORM warrants that:

10.1.1 all Products or Services supplied by FULLFORM shall be of satisfactory quality; and

10.1.2 the Works are, or will be, original and have not been copied, or will not be copied, wholly or substantially from any other work or material or any other source; and

10.1.3 the Works have been, or will be, created only by employees of FULLFORM in the course of their employment; and

10.1.4 so far as it is aware, the exploitation of the Intellectual Property Rights in the Works by the Customer will not infringe the rights of any third party.

10.2 Where FULLFORM is the supplier of Products, supplied to it or manufactured by third parties, FULLFORM gives no warranty as to the quality of Products but shall endeavour to transfer to the Customer the benefit of any warranty or guarantee provided by that third party;

10.3 FULLFORM shall not be liable for a breach of the warranties in clause 10.1 if:

10.3.1 FULLFORM is not given notice of the alleged breach in writing within 30 days of delivery or within 30 days of the date when the Customer should reasonably have been aware of alleged breach; or

10.3.2 the Customer makes further use of the Products or the Works after giving such notice except as may be appropriate to mitigate losses; or

10.3.3 the defect, in the case of 10.1.1, has arisen as a result of the Customers' actions or failure to follow FULLFORM instructions.

10.4 Except as specifically set out in this clause 10 FULLFORM disclaims and excludes all other warranties whether express or implied by statute or otherwise including but not limited to the warranties of description, design, merchantability and fitness for a particular purpose or arising from any previous course of dealing, usage or trade practice.

## **11. Indemnities and Limits of Liabilities**

11.1 Neither party shall in any circumstances have any liability for any losses or damages which may be suffered by the other, whether the same are suffered directly or indirectly or are immediate or consequential, including those which fall within any of the following categories: special damage even though that party was aware of the circumstances in which such special damage could arise; loss of profits; loss of anticipated savings; loss of business opportunity and management time; or loss of goodwill.

11.2 The exclusions in clause 11.1 shall apply to the fullest extent permissible at law but nothing in these conditions excludes or limits the liability of either party for death or personal injury, under section 2(3) Consumer Protection Act 1987, for fraud or fraudulent misrepresentation or for any other matter for which it would be illegal to exclude or attempt to exclude liability.

11.3 The total liability of either party in contract, tort, misrepresentation or otherwise under this contract shall in all circumstances be limited to the Contract price.

## **12. Termination**

12.1 This Agreement may be terminated by either party forthwith by notice in writing:

12.1.1 if the other party becomes in any way insolvent.

12.1.2 If the other party fails to perform its obligations hereunder by the due date and such failure continues for a period of 30 days after written notice thereof.

12.2 This Agreement may be terminated by either party giving 30 days' notice in writing to the other.

12.3 Any termination of this Agreement pursuant to this clause 12 shall be without prejudice to any other rights and remedies that FULLFORM may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

## **13. Intellectual Property**

13.1 FULLFORM acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in the Works shall automatically, on creation, vest in the Customer absolutely. To the extent that they do not vest automatically, FULLFORM shall hold them on trust for the Customer. FULLFORM agrees promptly to execute all documents and do all acts as may, in the Customer's opinion, be necessary to give effect to this clause 6.1.

13.2 FULLFORM hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which it has or will have in any existing or future Works referred to in clause 6.1.

13.3 The Customer hereby grants FULLFORM a non-exclusive royalty-free licence to use the Works on its website and in any promotional material in order to advertise its services. Such licence may be terminated with immediate effect on the termination of any Contract and in the event that FULLFORM uses the Works in such a way that the Customer considers, in its absolute and sole discretion, is disparaging or otherwise harmful to the Customer's business.