

CROCODILE HOUSE

TERMS & CONDITIONS

Crocodile House Limited
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All business is conducted and orders accepted subject to the terms of business set out below. It is important that you read and fully understand this document as it establishes the working relationship between us. You are encouraged at any time to seek clarification on any matter contained in this document, by contacting Crocodile House Ltd.

Terms

1. "Company": Crocodile House Ltd
2. "Client": The business, organisation or individual for which the Company has agreed to provide Products or Services.
3. "We", "us", and "our" are references to Crocodile House Ltd
4. "You", "your" and "client" are references to the person paying for products and/or services from Crocodile House Ltd having entered into this agreement.
5. "Work" or "Services": Work performed by the Company for or on behalf of the Client.
6. "Products": Tangible goods created by the Company (e.g. photographs and graphics) or provided by the Company for the Client.
7. "Order" means a request made by the client to us for services to be supplied subject to these conditions.

Quotations

All quotations given by the company are valid for 30 days only from the date of quotation (verbal or written). If the Client agrees to work commencing as stated in the quotation then they must place an order by completing a 'quote acceptance form'.

If the Client's order instructions differ from the specification understood when the quotation was given the Company reserves the right to alter the price and/or terms of any quotations previously given. The Company and the client will agree any changes to the original quotation in writing.

The Client shall provide the Company with all requested information and data required to provide the required Services and/or Products.

Additional Work

Where the Client requires further Work to be provided in addition to those set out in the quotation but as a part of the quotation, the Client shall confirm these details in writing and upon acceptance in writing by Crocodile House of such Work the provisions of these conditions shall apply to the additional Work.

Orders

Verbal instructions are accepted only on the understanding that the Company cannot be held responsible for mistakes arising therefrom. We shall be entitled to subcontract any service that we agree to perform for the Client, however we remain responsible for the delivery and quality of products and services supplied.

Timescales

We will agree with the client a timescale for completion of the Work. We endeavour to keep to this timescale but circumstances beyond our control, such as where third parties are involved, may cause the timescale to change. We will inform you of any changes to the timescale.

Delivery

Whilst we will make every reasonable effort to complete the job by the date or dates therein specified for delivery of the Work such date or dates shall only constitute the times by which Crocodile House expects to effect such delivery and if no time is agreed delivery will be within a reasonable time.

Extra Costs

The Client will pay to Crocodile House Ltd any extra costs that it incurs as a result of any variation delay or suspension of work arising from any act or omission of the Client or any other contractor employed by the Client or any other circumstance for which Crocodile House Ltd is not responsible.

Errors & Omissions

The Client will take full responsibility for all proof reading and copy checking before artwork goes to print. Crocodile House Ltd is not liable for errors or omissions after a project has been signed off by the Client. The Client's signature is required on all mechanicals or artwork prior to release for printing or sometimes other implementation such as web publishing.

Cancellations

If the Client cancels or amends any orders after we have started work the Client will reimburse us for all costs, expenses, charges and losses incurred by us as a result of such cancellation or amendment, including without limitation any costs, expenses or charges arising from the cancellation or amendment of any contracts we have entered into and/or instructions we have given to third parties for the purpose of performing our Services for the Client.

Invoicing & Payment

Invoices are issued on the completion of the work. Payment in full to Crocodile House shall be effected no later than 30 days from the date of invoice by the method of payment specified. In certain circumstances at its discretion, Crocodile House may require some monies to be paid prior to commencement of work.

If the Client is overdue with any payment they will be liable to pay interest on the overdue amount in accordance with the terms of the prevailing UK Legislation (currently The Late Payment of Commercial Debts (Interest) Act 1998). Where this Act does not apply, interest will be calculated at 8% above the Bank of England Base Rate. This charge will not be incurred if the invoice is settled in full, within 30 days of the invoice date (or 60 days in the case of a Client based outside the European Economic Area)

We reserve the right to recover costs and fees (including legal fees on an indemnity basis) incurred through seeking to recover the overdue amount.

Rights of Ownership

According to the Copyright, Designs and Patents Act (1988), the rights to all design and artwork, including but not limited to photography and/or illustration created by Crocodile House or purchased from a stock agency on your behalf, remain with the individual designer, artist, photographer or illustrator.

Unless a purchase of "All Rights" (A Buyout) is negotiated with Crocodile House, you may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated.

If you wish to use the photographs, the design we have created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact us to arrange the transfer of rights and any additional fees before proceeding.

If printing or other implementation is done through your vendors, you agree to return to us all our original mechanicals and artwork (slides, prints, drawings, separations, etc.) within two weeks, and to provide us with printed samples of each project.

We ask that all images and/or designs reproduced carry a credit to Crocodile House Ltd stating 'Images, Design or Images and Design by www.crocodilehouse.co.uk'.

We reserve the right to photograph and/or distribute or publish for our promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio, firm news letter, brochures, slide presentations and similar media.

We agree to store mechanical boards and computer disks for a period of twelve (12) months beyond the delivery of a job. Thereupon, we reserve the right to discard them.

Complaints

We value our good relationships with our Clients. However, we accept that from time to time, difficulties and misunderstandings do arise. If you have any problems, you should feel free to discuss your concerns with the member of staff responsible for handling your Work. If, after such discussions, you feel that the matter has not been adequately dealt with then your complaint should be made in writing to 'The Directors' at the address stated above or sent by email to info@crocodilehouse.co.uk. Your complaint will be acknowledged within two (2) working days.

Liability

Crocodile House shall be liable for any damages due to intent and gross negligence. Liability for damages due to slight negligence shall be limited to breach of material contractual obligations. The liability of Crocodile House on any grounds whatsoever shall be limited to the invoiced value of the work.