

### 1) Estimates

- (i) Fuse Design Ltd will not be bound by any price estimated on the telephone. A firm quotation in writing will be given following full instructions supplied by the customer and shall be valid for no longer than 30 days unless Fuse Design Ltd receive the order confirmation supplied with the quotation.
- (ii) All work undertaken at the customers request including all preliminary work will be charged to the customer.

### 2) Additional Costs

Whilst every endeavor will be made to provide the goods and services as of the quotation Fuse Design Ltd will be entitled to make additional charges for all work beyond the original brief and confirmation of order. Additional charges will be made at a rate of £35.00 for graphic design per hour for corrections, amendments and alterations in style or content other than typographical errors and for additional proofs necessitated by the customer. Additional proofs are at a rate of £9.50 per proof.

### 3) Proofs

A set of proofs will be supplied to the customer for all print work undertaken prior to completion of delivery and these proofs should be returned with the proof sheet signed by an authorised representative of the end client for the work to be completed. For further proofs or alterations see above. No responsibility or liability will be accepted by Fuse Design Ltd for any errors not corrected by the customer after inspecting the proofs or where the customer declines to make such inspection.

### 4) Website & Maintenance

- (i) Fuse Design Ltd will be available to continue to handle ongoing maintenance, updates, and additions to the site at the regular hourly rate or fixed rate (as determined in the order agreement).
- (ii) Fuse Design Ltd will provide technical support on clients web sites, but cannot be held responsible for any downtime on the servers the web sites are hosted on or any other technical failure resulting in their web site being temporarily disabled in any way. Fuse Design Ltd will of course do all it can to resolve any such matters and will notify the client of any progress.
- (iii) Technical help, advice, artwork proofing and graphical idea generation is subject to our standard hourly rate, but Fuse Design Ltd reserves the right to charge a minimum or maximum fee depending on the type of project or time involved.
- (iv) Fuse Design Ltd cannot be held responsible for artwork, photos or content supplied by the client that is deemed of poor quality or incorrect file size or format. Fuse Design Ltd will advise on appropriate formats and quality.
- (v) During the set up and proofing process, the client is entitled to a minimum of alterations on their web site, but will agree to pay for our standard hourly rate if alterations are deemed to be vastly different to agreed proof and original ideas.

### 5) Payment

Fuse Design Ltd shall be entitled to invoice in part or in full the value agreed on the order confirmation at any point thereafter the start date given on the order confirmation. Deposits may be sought of 50% of the order value for certain works to be undertaken, this shall only happen with the full consent of the customer. If the customer fails to make payment on the due date then without prejudice to any other right or remedy available to Fuse Design Ltd. Fuse Design Ltd shall be entitled to:

- (i) to cancel the contract or suspend any performance of the customers order.
- (ii) appropriate any payment made by the customer as Fuse Design Ltd may think fit (not with standing any purported appropriation by the customer) and to charge the customer with all costs and expenses involved in collecting the overdue payment together with interest (both before and after any judgement) on the amount unpaid at the rate of =5% per month from the date until payment is made (part of a month being treated as a full month for the purpose of calculating interest). All goods shall remain the property of Fuse Design Ltd until payment is received in full. Standard payment terms for all work with Fuse Design Ltd are 28 days from date of invoice. Fuse Design Ltd does not provide credit accounts to new customers, credit history built up over 3 months will, at the discretion of Fuse Design Ltd, allow customers a 30 day credit account from date of invoice. Fuse Design Ltd runs credit checks on all customers and reserves the right to cancel orders based on credit history.
- (iii) All continued maintenance work will be charged at an hourly rate, recorded via a "time sheet" and billed quarterly. This does not include additional coding or design changes, please see the Website & Maintenance section, part 5.

### 6) Cancellation

Fuse Design Ltd will only accept cancellation on the condition that the customer meets all costs and expenses for all work at the time of cancellation.

### 7) Expenses

Fuse Design Ltd will charge customers for expenses relating to the delivery of all services. Standard rates for travel by car are 40p per mile. Standard fares for other types of travel will be charged to the customer such as train, taxi and air. If over night accommodation is required this expense will also be charged to the customer. All expense items will be clearly marked on the invoice with appropriate receipts.

### 8) Copyright

Any copyright and design rights in relation to any artwork and physical materials resulting from the same which are originated by Fuse Design Ltd as a result of an order placed by the customer (including where the customer's own artwork and materials have been incorporated into the artwork and materials produced) shall belong to Fuse Design Ltd. The customer or approved parties shall only be entitled to reproduce such designs or artwork whether in whole or in part with the full consent and approval of Fuse Design Ltd once the price has been agreed and paid in full by the user.

### 9) Contract

To agree to the terms and conditions and by signing the order confirmation you are entering in to contract with Fuse Design Ltd.

### 10) Entire Agreement

These provisions constitute the entire agreement between Fuse Design Ltd and the customer and replace all prior agreements, understandings, statements and communications between Fuse Design Ltd and the customer.

### 11) Legalties.

Fuse Design Ltd will make every effort to carry out the customer's instructions and the resulting contract but shall be under no liability if unable to carry out any provision of the contract for any reason beyond Design Ltd's control (without limiting the forgoing) including the inability to secure labour, materials or supplies, breakdown of machinery, or as a result of the Act of God, war, labour dispute, fire, flood, legislation, failure of power supply or any cause beyond Fuse Design Ltd's control. During the continuance of such contingency the customer may by notice in writing to Fuse Design Ltd elect to terminate the contract and pay for work done up to such notice for services and materials used but subject there to shall otherwise accept delivery when available.

### Governing Law

These conditions and all terms of the contract shall be governed by and construed in accordance with the laws of the country where Fuse Design Ltd has its principal place of business.

Your statutory rights are not affected.