

**P A R A D I S E**

## 1. INTERPRETATION

### In these conditions:-

"the Seller" means Paradise London Limited or its successors in title or assigns. "the Goods" means the goods specified in a drafted order acknowledgment or such other goods as may be ordered from the Seller whether orally or in writing. "The Services" means the Service specified in a drafted order acknowledgment or such other services as may be supplied to the Client by the Seller. "The Client" means the person ordering the goods and/or services from the Seller or where these conditions do not appear on the reverse of an order form any person who orders the goods and/or services from the Seller. "The Order" means the order placed by the Client for the supply of the goods and/or Services as set out overleaf or otherwise. "Specification" means the technical description (if any) of the goods and/or services contained or referred to in the order. "The Contract" means the order acknowledgment contract for the purchase and sale of the goods and/or services in accordance with these terms and conditions. "Intellectual Property Rights" means all copyright, design rights, trademarks, patents, registered designs, moral rights, trade names, goodwill, know-how, confidential information and anything analogous to any of the foregoing. "Creative", relates to services such as all design, development and ideas supplied to the Client to the Seller and are all subject to Intellectual Property Rights.

## 2. APPLICATION OF TERMS

2.1 Orders placed for the Goods and/or Services shall be subject to these conditions, whether or not specifically referred to, and no other terms or conditions or any prior or subsequent communications, representations or modifications shall be effective unless specifically agreed to in writing by the Seller's authorized representative.

2.2 Orders will only be binding upon the Seller when received and accepted in writing by the Seller.

2.3 The geographic scope of performance of the Contract is limited to the United Kingdom unless otherwise agreed.

2.4 Unless previously withdrawn, quotation shall be open for acceptance within 30 days from the date it is given unless withdrawn in the meantime.

2.5 No creative or development work will commence until we receive the signed Order Acknowledgement document sent after the quote has been agreed. This ensures that the Seller is fully equipped to provide the very highest levels of service and expertise, from start to finish.

## 3. PRICES

3.1 Unless otherwise agreed in writing all quotations are strictly net cash against invoice and are exclusive of value added tax or any similar levies or duties.

3.2 The prices for the goods and/or Services shall be the Seller's prices ruling on the date of dispatch and the Seller reserves the right to amend its quoted prices at any time prior to the date of dispatch.

3.3 In relation to merchandise and/or product items - the price includes the cost of normal packaging but excludes delivery and transit insurance unless otherwise agreed in writing.

3.4 All prices are valid for 30 days from date of quote unless otherwise stated clearly in Quote or Order Acknowledgment documents.

3.5 Costs provided allow for occasional meetings at key stages for a reasonable length of time between the Seller and the Client. Some meetings may incur additional charges for time spent, although the Client would be made aware of this in advance by the Seller.

3.6 Where creative work is undertaken, the costs provided when quoting are guide prices based upon what we anticipate the creative, time and production requirements to be based on previous experience and on typical processes, plus client co-operation in provision of content, meeting deadlines and approval. Within reason, additional charges may be payable if there are significant variations to this, although the client would be made aware of this well in advance. Charges are unlikely to deviate from those quoted unless requirements change significantly.

3.7 Any extra costs that are acquired throughout the project process (extra print; outsourcing, photography or stock images, image retouching, web hosting, packaging, re-working etc.) will be charged on invoice but discussed in advance as soon as these extra costs affect the project.

## 4. PRODUCT & PRODUCT QUALITY

4.1 Client will ensure that it undertakes adequate tests to ensure that where the Product meets the Specifications or, if applicable conforms to the Sample, in all material respects it is of satisfactory quality and fit for all of Client's purposes.

4.2 Subject to 4.3, Client expressly acknowledges that, irrespective of any guidance provided to it by Seller, it is not relying on Seller's skill and judgement in determining whether the Products will be fit for all its purposes.

4.3 If Client wishes to rely on Seller's skill and judgement in relation to a Custom Product being fit for a particular purpose then prior to placing an order Client must expressly advise Seller in writing of the particular purpose and that it wishes to rely on Seller's confirmation rather than conducting its own testing. Seller shall advise Client of any additional charges which would apply if such confirmation is given. Client shall only be entitled to rely on the Custom Product being fit for that particular purpose if Client has provided all the information which Seller would need to undertake the requisite testing and an authorised signatory of Seller has expressly confirmed in the Order Acceptance that the Custom Product can fulfil that particular purpose.

4.4 Seller shall not be responsible for any Losses incurred or suffered by Client as a result of a failure to deliver the Service or Products or for short delivery unless Client has informed Seller in writing within ten working days from the estimated date of delivery in relation to a failure to deliver or the actual date of delivery in relation to a short delivery.

4.5 Clients should be aware that due to a variety of factors there will often be variance in colours shown between in-house proofs, colours on screen, printer's proofs, and final printed items. These factors are determined by the source of the print or visual each output source will differ from the others, the types of inks, materials or make-up of colours (even Pantone colours can vary significantly and often surprisingly depending on what stock or substrate or material they are printed on), the type of print process used to undertake the work, and individual preferences (in relation to computer/ screen preference (ambient light, personal computer/ device settings etc) and several other reasons. As a result of this the Seller is unable to guarantee 100% consistency and accuracy of colour on all items and may not always be able to achieve the exact result expected by the client. In the case of printed items, the only true guide as to what is likely to be produced, is to request a 'wet-proof' or pre-production sample on the actual intended substrate/ material and mould, with the actual inks or branding techniques to be used, although this will incur additional cost. Paradise London does not accept any responsibility for colour or material variations as a result of these indeterminate factors.

4.6 All designs, artwork and rights to design and artwork (whether in digital or printed format) remain the intellectual property of the Seller, Paradise London unless otherwise expressed prior to the order commencing.

## 5. PAYMENT

5.1 The Price is exclusive of any applicable value added tax or other taxes or duties and of all costs and charges in relation to non-standard packaging, loading, unloading, carriage and insurance or similar costs unless otherwise stated in writing. Any additional charges shall be paid in addition by the Client at the time it is due to pay for the Products.

5.2 On creative jobs undertaken, unless otherwise agreed in writing, the balance of payment will be due in full on project completion (e.g on delivery of final design, printed items, publishing of website).

5.3 If a quotation has been provided where a job will be approached in 'stages', each stage will need to be paid in full on completion of each stage, before the Seller is able to progress to the next stage. Where a job has been quoted in two halves (initial 50% deposit and final 50% balance) the balance of payment may be charged in full either on completion of the project or over a number of further staged payments at the discretion of the Seller.

5.4 Seller shall at its discretion be entitled to invoice Client for payment of the Price or any other amounts payable by Client in advance.

5.5 Payment of any Seller's invoice is due (without deduction, discount, abatement or set-off) within 30 days of the date of the invoice unless stated in writing, notwithstanding that delivery may not have taken place or that property in the service or goods has not passed to Client.

## 6. DELIVERY

6.1 Unless otherwise agreed in writing, Products will be sent to Client by a carrier service chosen by Seller, acting reasonably. Delivery of the Products to Client shall be effected by Seller delivering them to the carrier or by collection by the carrier. Thereafter, transport of such Products shall be subject to the carrier's conditions which shall be notified to Client, if requested. Seller may deliver early. Seller shall be under no obligation under section 32(2) of the Sale of Goods Act 1979 nor be required to give notice under section 32(3) of the Sale of Goods Act 1979.

6.2 Any periods of time or dates quoted for delivery of the Products are approximate only. Time for delivery shall not be of the essence. Seller shall not be liable for any delay in delivery of the Products.

6.3 Unless otherwise agreed in writing, work will usually commence within ten working days of deposit receipt. Any anticipated completion date provided by the Seller is subject to options chosen and client co-operation in provision of information, resource (logos, images etc.) and approval. The Seller will do its very best to ensure that agreed timelines are adhered to, but please be aware that circumstances, amendments requested, or additional requirements may potentially result in delays. Time lines provided are estimated, but Seller will not be held liable if the project over-runs due to delays caused by the Client passing information or approval or any third party issues. 6.4 In any event, subject always to condition 6.1, where for any reason Seller is so liable, Seller's liability shall be limited to the amount by which the price in the cheapest available market of similar goods to replace those not delivered exceeds the Price of the Product not delivered; or if there is no such market, an amount equal to the Price applicable to the Products not delivered.

## 7. LIABILITY

7.1 Seller shall not be liable to Client or any other party for any (a) indirect Losses, (b) economic loss, (c) loss of profits or anticipated profits, (d) loss of expected future business, (e) damage to reputation or goodwill, nor (f) any claim for consequential compensation whatsoever (however caused), which arises in connection with the supply of Products or related services by Seller, in each case whether direct or indirect or consequential and, whether such losses are suffered by Client or by any other party.

7.2 Subject to condition 7.3, unless otherwise expressly provided in these Conditions all implied warranties, terms and conditions (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded from the Contract to the fullest extent permitted by law and Seller will not be liable to Client for any loss of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions, or breach of any duty of any kind imposed on Seller by operation of law.

7.3 Nothing in these Conditions shall exclude or limit Seller's liability in respect of any claim (other than by Client for re-imbursement of sums paid to a third party) for death or personal injury caused by its negligence, or in respect of liability for defective products under the Consumer Protection Act 1987 or in respect of any liability which arises under any safety regulation made under the Consumer Protection Act 1987 or for fraudulent misrepresentation or for any other liability to the extent that it may not be so excluded or limited by law.

## 8. VARIATIONS IN QUALITY (PRINT AND PRODUCT)

8.1 Every endeavour will be made to deliver the correct quantity of each item and project ordered. However some variation is inherent in the print process and it is understood and accepted as reasonable that minor variations up to 7 % of the total order quantity are immaterial and that Paradise London Ltd shall have no liability in respect of such variations. Variations thereafter shall be replaced with goods in the local market in respect of the UK. If out of stock or outside of the UK then the value of the goods as per the sell cost shall be reimbursed to the Client.

8.2 Notifications of quantity variations should be notified within 10 working days from delivery of goods. Quantities under the 7% tolerance shall be reimburse at purchase cost and shall also refer 7.1 in these Terms and Conditions.

## 9. CONFIDENTIALITY

9.1 The Seller will not at any time or in any manner, either directly or indirectly, use for our personal benefit or divulge, disclose or communicate in any manner any information that is proprietary to the client. We will act reasonably to protect such information and treat it as strictly confidential.

9.2 Copyright: On completion of the project and of payment of the invoice the client has a licence to use our design work for the purpose intended. All copyright and design rights of (but not limited to) our designs and products in our images, text and designs are and will remain the property of the Seller, Paradise London Limited. Any infringement of the rights will be pursued vigorously. A client may express a wish to own or purchase the copyright. This needs to be requested in writing either a) before a project has been quoted or b) after project completion and in discussion for purchase of the copyright.

9.3 The Sellers designs must not be altered or modified without our agreement. If you have our agreement, the changes must be made by us or under our supervision, at an hourly rate agreed between us.

9.4 The Seller reserves the right to use examples of the design work we completed on the Clients behalf to publicise the Clients own services and products. We may include a design credit (e.g. Designed by Paradise London Limited) in an appropriate place but that does not affect the integrity of the final product.

9.5 The Seller reserves the right to announce the collaboration and partnership with the Client across multiple platforms (web and in print). The Seller is to confirm permission of any social and/or press announcements with the Client prior to release.

## 10. CANCELLATION

10.1 Client can choose to cancel an order with the Seller - must be made in writing and agrees to 10.2.

10.2 The Seller accepts all relevant cancellation charges and costs incurred to the Seller up to the point of cancellation. Cancellation charges can be deemed as stock purchasing, raw material costs, branding/ print costs, labour costs, transportation and logistical related costs, Duty costs. It is the Sellers discretion what costs have been incurred before the cancellation.

10.3 Contracts that cannot go ahead due to Covid-19. If restrictions are imposed under either national lockdown(s) or local lockdown(s) specific to the geographical location of an event or festival, during the production date(s) planned by the client in part or fully, then Paradise agree to refund and/ or not continue to charge for creative services not yet completed, or branded goods that have not yet been produced.

It is the responsibility of the client to notify the company of any such Covid-19 related restrictions applied or due to be applied to their event(s), and as such would be identified as the 'stop date'. Any costs incurred by the company prior to the 'stop date' notification from the client may still be charged by the company. Creative services completed prior to the 'stop date' to be identified either by deliverable(s) of creative assets and / or tracked time of company personnel(s) and agreed between the company and the client.

In the instance of branded goods produced by the company for the client, either part or full refund can be issued against physical goods not yet produced by means of custom mass materials purchase or product construction, or by custom logo branding. Production stages to be determined by a transparent production schedule(s), and any costs not yet incurred by the company and/ or not refundable with factories or logistics companies to be refunded or not charged to the client.

## 11. CREATIVE PROJECT SPECIFICS

11.1 The Seller is to agree on a specific number of amendments, tweaks and feedback sessions (where appropriate) relevant to the work at project start. The Client is to accept that the Seller will inform them at project start of any additional costs that may become applicable should this number or amendments or tweaks exceed the stated amount. Examples of the above could refer to, but are not limited to;

- Additional rounds of amendments received for a video edit
- Additional rounds of tweaks and variations on a logo design
- Additional rounds of amendments on printed collateral
- Additional rounds of amendments on digital collateral
- Additional rounds amendments on a website design or build

11.2 The Seller will keep all creative work and source files (multi-platform) on file on their in-house servers for a minimum of 6 months. The Seller reserves the right to remove and dispose fully of this material at this point with no prior notice to the Client. Should the Client wish for the original copies of their work to be stored for a period proceeding this 6 month timeframe, they may be liable to additional storage costs.

11.3 The Seller is not responsible for any loss of business as a result of the original source files being disposed of post the 6 month period.

11.4 It is the responsibility of the client to provide timely feedback. The company is not responsible for delays, errors or omissions resulting from clients action or inaction when providing feedback or delivery of supplied assets.

11.5 Any project that is considered to be placed 'on hold' due to the inactivity of the client, either by means of feedback, or the supply of client or third party assets or content for more than 21 days can result in the company invoicing the client for project costs accumulated to date. Project costs to be identified either by delivery of creative assets and / or tracked time of company personnel(s) to be agreed between the company and the client

## 12. POST COMPLETION

12.1 By contract or services, the Client hereby agrees to grant to the Seller (to the extent that is able and agreed) the right to use production overs for the purposes of demonstration and sampling and for use in advertising, marketing and/ or promotional activities.

12.2 The Seller will keep any data and/ or media supplied by the Client for the execution of the order within secure storage.

12.3 Where the Intellectual Property Rights presented by the Seller are not used for the development of the Goods and services set out in the order, the Client agrees that such rights remain strictly confidential and may not be used by the Client in any way whatsoever and the Client shall take reasonable precautions to prevent disclosure to any third party.

## 13. FORCE MAJEURE

13.1 We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising from any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

13.2 The Seller accepts no responsibility if they are unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency you may, by written notice to themselves, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

13.3 The formation, existence, construction, performance, validity and all aspects of the contract shall be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

## 14. IP AND USAGE RESTRICTIONS (SPECIFIC)

14.1 The Seller owns the IP of all design, branding, creative, strat and all final assets and output unless otherwise agreed in writing with the Client.

14.2 Should the Client wish to take ownership of the IP, this is to be confirmed in writing and financial agreements regarding transfer to be discussed. Until this point, all IP remains with the Seller.

14.3 The usage of all any creative (both initial design and deliverables) are stated in the OA document signed upon commission. Usage of these deliverables outside of the agreement will result in costs to the Client.

14.4 Any more specific usage agreements can be outlined in additional contracts and/or documentation.

**These terms and conditions of business supersede any previous versions and apply to all present and future projects unless otherwise agreed in writing. Paradise London reserves the right to change or modify these terms at any stage with immediate effect. By agreeing to these terms, your statutory rights are not affected.**

PARADISE.LONDON