

DUPREE CREATIVE LIMITED

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Dupree Creative Limited - Terms and Conditions

Price variations. Quotations are based on Dupree Creative Ltd's current costs of design, production and market rates relating to print, paper and any other materials. All quotations are subject to amendment at any time after acceptance to meet any rise or fall in such costs that are out of our control. However, we aim to honour any quotation for a period of at least 30 days from date of issue, and will notify the customer at the earliest possible opportunity if market conditions make a price variation unavoidable during production. All quotations are subject to full sight of copy, all other client provisions and a full brief. A charge may be made to cover any additional work involved where copy supplied is not clear and legible, the brief is not fully explained, or when other client provisions do not meet the expected standards or formats.

Product description. Any design, artwork, colour/mono proofs, visuals or presentation material including any printed and/or finished material, websites, banner advertisements and whole or part digital files or images created for broadcast on the Internet produced for the customer or a third party by Dupree Creative Ltd or its associates.

Checking proofs. Proofs of all work (printed or digital) will be submitted for customer's approval and Dupree Creative Ltd shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby may be charged extra. When style, type or layout is left to Dupree Creative Ltd's best judgement, additional changes made by the customer may be charged extra. In situations where no customer representative is available to check such proofs and Dupree Creative must make judgement for the sake of timely product delivery, we shall exercise all possible care, but shall incur no liability for any errors or omissions so caused. Similarly, if no customer representative is available to check final proofs, Dupree Creative reserves the right to suspend production without liability until such time as those proofs can be checked.

Schedule. Every attempt will be made to adhere to the agreed schedule. However, if the client agrees to any delay with respect to the provisions of client materials, approvals, or other assistance, Dupree Creative shall extend the deadline for subsequent tasks or milestones set forth in the agreed schedule by a period at least equal to the client's delay. In addition, for any client obligation described as time sensitive or critical, failure of the Client to meet its deadline will entitle Dupree Creative to prepare a revised Schedule based on a realistic estimate of the effect of the delay on the completion of work, taking into account other work scheduled by Dupree Creative. Dupree Creative reserves the right to part-invoice projects while not complete if work is delayed beyond a reasonable time frame due to either slow sign-off, lack of content or direction from the customer.

Taxation. Dupree Creative Ltd reserves the right to change the amount of any taxes, value added tax, duties or royalties, etc, which are payable as a matter of legality, whether or not included on the estimate or invoice.

Self promotion. Unless otherwise agreed, products may carry a discreetly sized and positioned Dupree Creative Ltd logo or line of text including contact details such as telephone number, e-mail or web address or hyperlink.

Copyright. The customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs, text etc. The customer agrees to indemnify Dupree Creative Ltd and its agents from any claim arising from any breach of this condition.

The cost of presentations or preliminary work. All work carried out at the Customer's request, whether experimental or otherwise may be charged for. It will be our assumption that all work of this nature will be chargeable unless the Customer offers clear direction to the contrary. No charge will be made where it has been made clear by the Customer that the work is to be on a free or speculative basis.

All strategic design and brand development work presented to the Customer will be kept on file for future use and charged at the applicable year's going rate. Should the client decide to use a route previously presented to them, intellectual property rights charges will apply. Each individual idea/route will be charged accordingly at the applicable years rate.

Delivery, ownership and payment. Delivery of work shall be accepted as having occurred when products are physically delivered, or in the case of web products which includes completion to specification of web products. On certain classes of work Dupree Creative Ltd reserves the right to insist upon payment being received prior to the commencement of work or on the completion of work (and in the case of web work, before it goes live).

Normal conditions will result in an invoice being raised on delivery with full payment being made within 30 days of invoice date. Dupree Creative Ltd reserves the right to levy interest charges on sums outstanding from 31 days.

(a) Notwithstanding delivery and the passing of risk in any completed work, or any other provision of these conditions, the physical property and intellectual property in any preliminary or completed work shall not pass to the Customer until Dupree Creative Ltd has received in cash or cleared funds payment in full of the price of all the preliminary or completed work and all other work agreed to be carried out by Dupree Creative Ltd for the Customer for which payment is then due.

(b) Until such time as the property including intellectual rights in any work carried out by Dupree Creative Ltd for the Customer passes to the Customer, the Customer shall hold such work as Dupree Creative Ltd fiduciary agent and bailee and shall keep such work separate from that of the Customer and third parties and properly stored, protected and insured and identified as Dupree Creative Ltd Property. Until that time the Customer shall be entitled to resell or use such work, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

(c) Until such time as the property in such work passes to the Customer (and provided such work is still in existence and has not been resold), Dupree Creative Ltd shall be entitled at any time to require the Customer to deliver up such work to Dupree Creative Ltd and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where such work is stored and repossess that work.

(d) The Customer shall not be entitled to pledge or in any way change by way of security for any indebtedness any of such work as remains the property of Dupree Creative Ltd but if the customer does so all moneys owing by the Customer to Dupree Creative Ltd shall (without prejudice to any other right or remedy of Dupree Creative Ltd) forthwith become due and payable.

(e) Customers shall not be entitled to own, sell, profit or be permitted FTP access to Intellectual property owned and/or developed by Dupree Creative Ltd including web management systems.

Liability and rush deliveries.

(a) Dupree Creative Ltd will not accept any liability for any error or variation of quality howsoever caused if the Product is not checked by the Customer or his agent immediately upon delivery by Dupree Creative Ltd to the customer (or elsewhere at the direction of the Customer) and prior to any further production work of any kind

advertising
art direction
brand communication
brochures and leaflets
branding / theming
conferences
copywriting
corporate identity
direct marketing
event management
exhibitions
signage
illustration
marketing
media buying
multimedia
photography
point of sale
print handling
print buying
product branding
product launches
promotions
public relations
reports & accounts
roadshows
sampling campaigns
typesetting
web page design
web site construction



including (without prejudice to the generality of the foregoing) printing or the commissioning of artwork.

(b) Dupree Creative Ltd will endeavour to correct any unacceptable product provided that Dupree Creative Ltd is notified in writing prior to any subsequent production cycle. Dupree Creative Ltd's liability in any such case will not exceed any in-house costs attributable to any one project as detailed on the relevant quotation or estimate. On acceptance of the product the Customer indemnifies Dupree Creative Ltd from any cost incurred by him or a third party resulting from any Product supplied by Dupree Creative Ltd and takes full responsibility for any error or variation of quality of any subsequent product.

(c) Should expedited or rush delivery be agreed an extra sum may be charged to cover any overtime or any other additional costs involved. These sums will be generally agreed beforehand.

(d) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days Dupree Creative Ltd shall then be entitled to payment for work already carried out and reserves the right to alter estimated costs for such work when viewed outside of a project context, materials specifically ordered and any other additional costs including storage.

(e) Dupree Creative Ltd do not accept any liability for any problems incurred by third parties including printers, finishers or anyone else commissioned by the Customer using Products supplied by Dupree Creative Ltd.

Completion dates. Although Dupree Creative will make every effort to comply with agreed completion dates, these are not guaranteed unless specified and paid for and the required date notified and accepted in writing. In the event of such a guaranteed completion date not being met then Dupree Creative Ltd liability will only extend to the refund of any extra charge(s) made for the specified completion.

Variation in quantity. Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5% for work in one colour only and 10% for other work being allowed for overs and shortages. Refunds or additional charges for variations beyond these margins may be made and shall be based upon the run-on costs specified within relevant quotations.

Claims. Any query regarding the invoice or the goods supplied must be made to Dupree Creative Ltd in writing within 7 days of invoice date or delivery date whichever is latest. Any query regarding non delivery must be made within 7 days of invoice date. Claims outside this limit will not be entertained. Dupree Creative Ltd shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer shows that:

- (a) It was not possible to comply with the requirements and
- (b) advice (where required) was given and the claim made as soon as reasonably possible.

Standing material.

(a) Metal, film, glass, magnetic media and other materials owned by Dupree Creative Ltd or its agents and used by it in the production of any Products remain its exclusive property. Such items when supplied by the Customer shall remain the Customer's property. Under normal circumstances this standing material, including any original artwork, will be retained on file for a period of one year after which time Dupree Creative Ltd reserves the right to dispose of it. Duplicate copies can be supplied for an additional charge should the customer request them.

(b) Notwithstanding the above any digital media may be erased immediately after the order is executed unless specific written arrangements are in place. In the latter event, rent or digital archival costs may be charged. It is the Customers responsibility to advise Dupree Creative Ltd if it is deemed probable that a reprint or reuse of any such materials is likely in order that suitable storage can be arranged.

Customer's property.

(a) Customer's property, including transparencies from any source (including photo libraries), and all property supplied to Dupree Creative Ltd or its agents on behalf of the customer shall while it is in the possession of Dupree Creative Ltd or its agents or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed in writing and the customer should insure accordingly.

(b) Whilst every care is taken, Dupree Creative Ltd and its agents cannot accept responsibility for the loss or damage to artwork, photographs, transparencies and any other products or property. Any liability shall be limited to the replacement cost of the basic material only.

(c) It is the Customer's responsibility to advise in writing and arrange for any collection of property owned by them from Dupree Creative Ltd. In the absence of such instruction, Dupree Creative Ltd may dispose of these products if not claimed and removed by the Customer within one year after receiving it.

Material supplied by the customer.

(a) Dupree Creative Ltd or its agents may reject any magnetic or digital media, paper, plates or other materials supplied or specified by

the customer which appear to it to be unsuitable.

Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or part of such additional cost could have been avoided but for unreasonable delay by Dupree Creative Ltd or its agents in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.

(b) Where materials are so supplied, Dupree Creative Ltd or its agents will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by the unsuitability of materials so supplied or specified.

(c) Quantities of materials supplied shall be adequate to cover normal spoilage.

Corruption of Files. Dupree Creative Ltd are not liable for loss, damage or corruption to files or information stored on its servers or individual computers. The client is solely responsible for any information or files relating to the project/job.

Customer insolvency. If the customer ceases to pay his debts in the ordinary course of business, or cannot pay his debts as they become due or being a company deemed to be unable to pay his debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, Dupree Creative Ltd without prejudice to other remedies shall have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to it and in respect of all unpaid debts due from the customer have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and as such price as it thinks fit and to apply the proceeds towards such debts.

Illegal matter.

(a) Dupree Creative Ltd or its agents shall not be required to produce any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary of other rights of any third party.

(b) Dupree Creative Ltd reserves the right to refuse to produce any matter which in its opinion, may be prejudicial or detrimental to the good of its business.

(c) Dupree Creative Ltd or its agents shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material produced for a customer. The indemnity shall be extended to any amount paid on a lawyer's advice in settlement of any claim.

Quality of reproduction. Every effort will be made to obtain the best possible reproduction on customer's work but because of the processes involved Dupree Creative Ltd and its agents shall not be required to guarantee an exact match between the customer's original photograph, transparency or artwork and the printed or digitally published article. It is the customer's own responsibility to ensure that the photograph(s), transparency(ies) or artwork submitted are suitable for the work in hand. Dupree Creative Ltd cannot accept liability for results caused by unsuitable or inferior originals. Customer's who require reproduction of a specific standard and who wish to check the reproduction prior to printing, must order a full colour proof when placing the order and accept any additional charges for unscheduled work required in the pursuit of such standards (such as special colours).

Force majeure. Dupree Creative Ltd or its agents shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its 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 of furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such contingency the customer may by written notice to Dupree Creative Ltd elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

Law. These conditions and all other express terms of the contract shall be governed and constructed in accordance with the Laws of England.

Issued: 05.02.09



Definition of our terminology used within this document:

1. 'Dupree Creative Ltd' means Dupree Creative Ltd of registered offices 1 Southview Business Park, Tinwell Road, Stamford, Lincolnshire PE9 2JL UK (co registration number is 4194527).
2. A 'Project' is any work undertaken or service provided by Dupree Creative Ltd for the Client on their request and as described in our confirmation order email to that Client.
3. A 'Client' is a person, persons, business or organisation using any of the services provided by Dupree Creative Ltd.
4. 'Live Status' means the date The Website is available on the Client's chosen Domain.
5. 'Domain' is The Website address as specified by the Client.
6. 'Hosting' is a yearly cost to keep a Client's Website activated online.
7. 'Content' is both text and images that the Client requires on the Website.
8. 'CMS' shall mean the Content Management System software provided by Dupree Creative Ltd and is the system used to manage the content of the Website.
9. 'The Website' shall mean the website upon which the CMS is used.
10. 'Mb' stands for megabytes and is a measure of storage space.
11. 'Normal Business Hours' is from 8.45am to 6:00pm Monday to Friday excluding Bank Holidays.

Dupree Creative Ltd - Website Terms and Conditions

1. The contract between Dupree Creative Ltd and the Client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
2. The works to be carried out shall be as set out in the Dupree Creative Ltd confirmation order email.
3. Email will be the method of contact with regard to all communication. Although Dupree Creative Ltd can be contacted by telephone, we will use email as our method of communication and therefore it is the Client's responsibility to inform us of any change in email address so we always have up to date email contact details. Dupree Creative Ltd. can not be held liable in any way relating to communication issues if we are not supplied a valid email address. Dupree Creative Ltd. will acknowledge all emails within 3 working days.
4. Dupree Creative Ltd will only commence work on a Project after receipt of a non refundable, 50% deposit of the quoted Project fee from the Client. Dupree Creative Ltd will also require 25% payment upon overall approval of the home page design. The final 25% payment is to be made on completion of the website. The website will be switched to Live Status once the Clients remaining balance is paid in full.
5. The deposit paid to Dupree Creative Ltd covers the cost of design work carried out as well as any admin work and communication with Dupree Creative. The deposit is non refundable.
6. Dupree Creative Ltd shall expect the Client to carry out sufficient research before proceeding with a website. This will include checking that the website/idea/business will operate legally. It is important that the website is not in any way illegal.
7. It is important for the Client to keep in contact with Dupree Creative Ltd throughout the entire Project. If a Client does not make contact for 2 weeks we will make up to 5 attempts to contact the client by email using the email address specified when the client went ahead. If we do not receive a response to these attempts of contact the Project may be terminated, and the deposit will not be refunded.
8. Where images used on the website have been purchased by Dupree Creative Ltd on behalf of the Client, these images are strictly for use on the website only. Dupree Creative Ltd are not liable for misuse of these images by the Client or any other person's copying, altering or

distributing the images to individuals or other organisations.

9. Dupree Creative Ltd will host the website if the Client requires us to do so and on receipt of full payment of our Hosting fees. In doing so, Dupree Creative Ltd will endeavour to provide a reliable and professional service to the Client at all times but do not guarantee that the website Hosting will be available at all times, especially in the event of a technical failure beyond our control.
10. All hosting offered by Dupree Creative is limited to 200mb of website space unless otherwise stated in a separate contract. If your site requires more than 200Mb of space we will advise of other hosting solutions and then cease hosting the site.
11. Dupree Creative Ltd cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed is a result of a service offered by Dupree Creative Ltd.
12. Where asked to provide search engine optimisation for a Client, Dupree Creative Ltd do not guarantee any specific placement or high ranking on search engines.
13. Dupree Creative Ltd will provide the Client with an expected completion date for the Project (live on the internet) if requested. Dupree Creative Ltd will endeavour to meet any given deadline, but do not guarantee and are not bound in any way to complete the Project by this date. The expected completion date provided by any employee of Dupree Creative Ltd is purely an estimate.
14. It is the Client's responsibility to check with Dupree Creative Ltd whether Open Source Software is being used or not.
15. The Client shall not be charged for Open Source Software. If there is a charge for a website using Open Source Software, the Client is paying for the installation time. Open Source Software is not owned by Dupree Creative Ltd or the Client.
16. Dupree Creative Ltd owns all design and code of the website until final payment has been received in full. Once final payment is received, the Client will then own the design and code of the website excluding the CMS files. Images will have been purchased by Dupree Creative Ltd for the Client, unless the images have been supplied by the Client. Item 16 is subject to item 15.
17. All images displayed on the Client's website will only be used after authorisation by the Client, and are the sole responsibility of the Client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the Client or Dupree Creative Ltd, they will be the sole responsibility of the Client.
18. Domain names will be registered by Dupree Creative Ltd and also registered to the Dupree Creative Ltd current address. Although the domain names are registered to Dupree Creative Ltd, the Client is the legal owner of the domain and if they request to have details changed or the domain transferred elsewhere, Dupree Creative Ltd will do this within a reasonable timeframe.
19. A domain name will be registered by Dupree Creative on behalf of the client once we have received the 50% deposit, 25% design payment, 25% final payment and a completed creative brief.
20. It is the responsibility of the Client to renew their domain names when due. If a domain name expires, Dupree Creative Ltd can not be held liable for this. However, Dupree Creative Ltd will make reasonable effort to contact the Client regarding domain renewal.
21. When a Client renews Hosting with Dupree Creative Ltd, this also includes domain renewal if the renewal is needed to keep the site functioning and was purchased as part of the Hosting package. If the Client does not renew the Hosting, their domain name could be made available to the public for purchase and Dupree Creative Ltd can not be held liable for this.
22. Renewal of Hosting is due on a yearly basis. The date of renewal will be annually from the date the website was ordered by the Client. The Hosting will not be renewed if Dupree Creative Ltd cannot contact the Client or the Client requests for Dupree Creative Ltd to not host this site. This will also affect the domain as per item 21.



23. The Hosting renewal charge must be received within 10 days of the Hosting expiry date. Dupree Creative Ltd reserve the right to deactivate any website where the Hosting has expired and the Client has not paid the renewal charge. There will be an admin fee set by Dupree Creative Ltd for reactivating the website/Hosting.

24. If the Client does not use Dupree Creative Ltd Hosting services, then the management and Hosting of the Domain name are the full responsibility of the Client.

25. Dupree Creative Ltd will provide 1 years free hosting providing the client pays their deposit payment within 48 hours. If the deposit payment is not received within 48 hours then Dupree Creative Ltd reserve the right to charge for 1 years hosting of the clients website.

26. Should a Client wish to move Hosting away from Dupree Creative Ltd or transfer a Domain name away from Dupree Creative Ltd, a £50 admin charge will be issued, which must be paid before the transfer takes place.

27. Dupree Creative Ltd has no control of, or responsibility for, the content of Clients' websites. In no way does the textual or image based Content of our Client's web sites constitute Dupree Creative Ltd endorsement, or approval of the website or the material contained within the website. Dupree Creative Ltd has not verified any of the materials, images or information contained within our Client's web sites and is not responsible for the content or performance of these sites or for the Client's transactions with them. Dupree Creative Ltd provides links or references to our Client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended Client site at all times.

28. Dupree Creative Ltd are not liable for loss, damage or corruption to files or information stored on its servers or individual PCs relating to a Client's website. The Client is solely responsible for any information or files relating to its website.

29. If a Domain name is purchased by the Client through a company other than Dupree Creative Ltd, the Client has full responsibility in making sure that the domain name is renewed when due. Dupree Creative Ltd will not renew the Domain name when annual Hosting renewal is due if the Domain name is purchased through a company other than Dupree Creative Ltd.

30. Dupree Creative Ltd accepts BACS and Cheque as payment methods.

31. Dupree Creative Ltd makes no claims that the contents of this website may be lawfully viewed or downloaded outside England and Wales. Access to this website may not be legal by certain persons or in certain countries. If this website is accessed from outside of the United Kingdom, it is done at own risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction. The terms and conditions of this website are governed by the laws of England and Wales. Jurisdiction for any claims arising in respect of this website's Content shall lie exclusively with the courts of England. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.

