

## Terms & Conditions

1. These terms and conditions should be read and understood (where applicable in conjunction with any quotation provided by Rak Design (UK) Ltd) and structure an obligatory agreement between the client(s) and Rak Design (UK) Ltd.
2. These terms and conditions apply in full and exclude all other terms and conditions whether provided by the client or any third party unless previously agreed by Rak Design (UK) Ltd in writing.
3. Rak Design (UK) Ltd do, in consideration of the payment to them by client of the fees as accepted in the quotation, agree to provide the goods and/or services described in the same quotation subject to these terms.
4. The client will co-operate with and act in good faith towards Rak Design (UK) Ltd and provide on request such source materials including those listed in the quotation.
5. When Rak Design (UK) Ltd is in receipt of a signed order form complete with a non-refundable payment of 50% of the total value of works, Rak Design (UK) Ltd will commence work. No works will be entered into until such notification and payment has been received. Unless previously agreed in writing and signed by Rak Design (UK) Ltd, the client shall pay Rak Design (UK) Ltd the monies as prescribed on an official invoice without deduction within 21 days of the date of invoice.
6. Rak Design (UK) Ltd shall be entitled to charge a one-off administration payment of £25 or 5% of the invoice value; whichever is the greater, on any overdue payment. Any additional reasonable costs incurred in the collection of such overdue payments will also be payable by the client.
7. Rak Design (UK) Ltd may charge additional fees in the event of delays or additional works caused or required by the client, including its failure to provide Rak Design (UK) Ltd with such information, materials, instructions, media or approvals, as are reasonably required for the supply of the works, appropriately and/or on time. Rak Design (UK) Ltd also reserves the right to make additional charge in the event of changes to the cost of labour, materials, services and other conditions outside of Rak Design (UK) Ltd reasonable control, or the client requires the supply of additional or varied works, goods and services in addition from those described in the quotation to which these terms apply.
8. If the client requires any change or alteration to the works stated in the quotation, Rak Design (UK) Ltd and the client shall, prior to any change being implemented, will agree the nature of the change, the procedures for implementation of such a change; and the deviation to the quotation in respect of the fees. Rak Design (UK) Ltd will continue to provide the goods and/or services described in the quotation until any such change has been formally proposed and agreed by both parties.
9. All copyright, design right, registered designs, trademarks, patents, database rights and confidential information and ideas and all other rights whatsoever of a like nature worldwide whether registered or not of whatever nature in material devised, created or commissioned by Rak Design (UK) Ltd, in supplying the works and under this agreement will vest in and belong to Rak Design (UK) Ltd unless otherwise agreed and specified in writing on the Request or otherwise and signed by both Parties.
10. In consideration of, and upon payment of, the fees in full, the client shall have the rights of Use as set out in the quotation. Such rights shall take effect on receipt by Rak Design (UK) Ltd of the fees. Where no such rights are specified, the client is granted a non-exclusive licence to use the works for the purpose described in the quotation. Rights of Use shall be extended only with the consent of Rak Design (UK) Ltd and payment of additional fees.
11. The client undertakes that it will keep secret and confidential the terms of this agreement and any information supplied by Rak Design (UK) Ltd in connection with this agreement or the business of Rak Design (UK) Ltd (including the Proposal) and the works and shall not disclose or make available such information or part thereof to any third party (except to its own employees and advisers and then only on a need to know basis) without Rak Design (UK) Ltd prior written consent provided that this Clause shall not extend to information which was and can be shown to be rightfully in the possession of the client prior to the commencement of the negotiations leading to this agreement or which is in the public domain (other than as a result of a breach of this Clause); the client undertakes to Rak Design (UK) Ltd to indemnify and hold harmless Rak Design (UK) Ltd in full and defend at its own expense Rak Design (UK) Ltd against all costs, damages and losses incurred by Rak Design (UK) Ltd arising out of its use of the Materials or breach by the client of this clause.
12. The client shall not modify, adapt or translate the works except with the prior written consent of Rak Design (UK) Ltd or as otherwise permitted by law where all modifications, adaptations, translations shall belong to and vest in Rak Design (UK) Ltd unless otherwise agreed and specified in writing on the quotation.
13. Rak Design (UK) Ltd warrants that it will use reasonable efforts to ensure that the works do not infringe the copyright of any third party. However Rak Design (UK) Ltd accepts no responsibility for any infringement of copyrights to any third party, this responsibility lies firmly with the client.
14. The client shall inspect the works regularly and shall inform Rak Design (UK) Ltd immediately if it wishes to reject any part of the works because such do not comply with the quotation or are defective in material and workmanship; if the works do not comply with the quotation or are defective in material and workmanship Rak Design (UK) Ltd liability shall be limited to correcting such defects within a reasonable time.
15. Client shall only be entitled to reject the Works because such do not comply with the quotation or are defective in material and workmanship Rejection without good reason shall be deemed a breach of these terms.

16. Rak Design (UK) Ltd liability for any loss or damage direct or otherwise and howsoever caused whether intended or not, including negligence, or otherwise shall not exceed the amount invoiced by Rak Design (UK) Ltd to the client hereunder. Rak Design (UK) Ltd shall not be liable to Client for any consequential loss or damage.

17. When instructions or advice are given or received orally by Rak Design (UK) Ltd, it shall have no liability to Client for any misunderstanding or misrepresentation, which may arise in relation thereto except in relation to fraudulent misrepresentations. Rak Design (UK) Ltd shall have no liability to the client in respect of the materials.

18. Rak Design (UK) Ltd gives no warranty, representation or undertaking in relation to any third party materials or works. Prior to any selection, use or reproduction by the client of works, Rak Design (UK) Ltd shall use reasonable efforts to, on reasonable request, provide the client with copies and evidence of such rights, clearances, permissions and licences as shall be necessary for the use of the works by the client.

19. Rak Design (UK) Ltd shall be entitled to immediately restrict, suspend or terminate the works and the client's use of any works and or terminate this Agreement upon the client's material breach of this agreement (including without limitation the non-payment of any sum as and when due) unless the client remedies such breach within 14 days of its occurrence. Rak Design (UK) Ltd will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of Rak Design (UK) Ltd including without limitation Internet outages, communications outages, fire, flood, war or act of God.

20. The client may not unilaterally cancel its order of the works or otherwise terminate this agreement (except for material breach by Rak Design (UK) Ltd of a fundamental term of this agreement) at any time without full payment of the fees.

21. During the course of this Agreement and for a period of 12 months afterwards, the client shall not solicit the staff or third party contractors of Rak Design (UK) Ltd or entice them to transfer their employment or services.