



Creation

GRAPHIC DESIGN / BRAND ENGAGEMENT

Terms of the Contract

N Wood & R Wilkins T/A Creation Partnership herein after referred to as Creation Design Partnership.
1st January 2022

Having received a brief of requirements from The Client, either verbal or written, Creation Design Partnership will produce a quotation detailing the work to be carried out. The Client must provide written or verbal confirmation that the quotation is acceptable by signing and returning a copy of the quotation or verbally agreeing to cost or by other means agreed by the both parties. This will effectively form the basis of the contract.

This agreement constitutes the entire agreement between Creation Design Partnership and The Client. In making this agreement each party confirms that they have not relied on any inducement not recorded in this agreement.

Copyright and Content

The Client MUST own copyright, or have reproduction rights, of all artwork, trade names, photographs, and other materials reproduced in The Client's project. The Client shall indemnify Creation Design Partnership against any costs whatsoever in connection with the ownership of copyright or reproduction rights. The Client shall have full liability for the consequences of the contents of the printed literature, website or other project commissioned.

The Client's logos, artwork, graphics and photographs remain the copyright of The Client. Design, graphics and programming produced by Creation Design Partnership remain the intellectual property of Creation Design Partnership (unless other agreements are made and full and final payment has been received).

All preliminary work carried out at The Client's request, whether experimentally or otherwise, shall be charged to The Client.

Creation Design Partnership withholds the right to refuse publication of any content which it sees as being indecent, obscene or offensive towards others.

Proofs of all printed work may be submitted for The Client's approval and Creation Design Partnership shall not be liable for errors not corrected by The Client in such proofs. The Client's alterations and additional proofs necessitated thereby shall be charged as additional charges. When style, type or layout is left to the judgement of Creation Design Partnership, changes there from made by The Client shall be charged as additional charges. No responsibility will be accepted for any errors, including colour variations, in proofs approved by The Client.

Submission of Information and Data Protection

Any information submitted to Creation Design Partnership shall be used by Creation Design Partnership in accordance with the Data Protection Act 1998.

Any visitor who provides information warrants that the information provided is complete, true and accurate in all respects. We will use your information and the subsequent information we collect about you, to create a database. This database and the information it contains will be used by the Creation Design Partnership for the purpose of sales communications and held on account management database to enable to contact you and hold information about projects past and present plus estimates we may produce for you. We may also send you sales and other information which we think may be of interest to you in the future.

By responding to our subsequent enquires you are deemed to consent to our processing personal data about you and your company where necessary for the above purposes, including the processing of any personal data about you. If you do not want to receive any information from either us or third parties, tell us when you next contact us. If you wish to receive a copy of the information we hold about you, write to us. Correspondence and Business Address -



Web Site Design

Creation Design Partnership will produce and publish temporarily on the Creation Design Partnership web site a design proof for The Client's approval. The design copyright of the proof shall remain the sole property of Creation Design Partnership. Use of the design in any respect without the express written or verbal permission of Creation Design Partnership will constitute breach of copyright.

Creation Design Partnership will complete the design and build of The Client's web site after receiving confirmation that the design proof is satisfactory. Creation Design Partnership will release Web Site code and graphics when payment of the final invoice for the outstanding quotation value is received in full.

Once Creation Design Partnership has received written or verbal confirmation that the design proof is satisfactory, modifications to the design specification will be considered an amendment to the contract. All modifications must be confirmed in writing.

Our consultancy service and general advice is, by its nature, subjective. It is up to The Client whether they decide to follow our ideas and suggestions. We cannot guarantee that any of those ideas and suggestions will increase traffic to The Client's web site, improve ratings with search engines or boost sales.

Domain Name Registration and Website Hosting

Creation Design Partnership will register domain names in The Client's name. In doing this, Creation Design Partnership are acting as The Client's agent with the appropriate Naming Authority. The contract of registration is between The Client and them and The Client is bound by their terms and conditions (available on request).

Registration is for two years unless otherwise agreed. Although we will do our best to Insurance

The Client shall be responsible for effecting all necessary insurance in respect of any loss, damage, or expense that it may suffer directly or indirectly in relation to the provision or non-provision of Creation Design Partnership ' goods and services.

Force MaJeure

Creation Design Partnership shall not be liable for any delay or failure to perform any of its contractual obligations as a result of war, flood, storm, riot, fire, accident, civil commotion, acts of god, government action, failure of power supply, equipment failure, lock out, strike, default or failure of subcontractor or suppliers or any other cause beyond its reasonable control and Creation Design Partnership shall not be liable for any loss, damage or expense suffered by The Client or any third party arising directly or indirectly from any such matters.

Invoicing, Payment and Tender Validity

Payment for design services must (unless otherwise agreed with Creation Design Partnership) be made as follows: 30% (or an agreed deposit) with order, plus balance on completion. Design modifications will be a charged at the prevailing hourly rate dependant on type of service required.

Payment shall be made in UK Pounds Sterling to Creation Design Partnership. Payments are due within 30 days of presentation of invoice. If due to bank charges, transfer fees, or the like, Creation Design Partnership should receive less than its invoice amount, Creation Design Partnership will re-invoice The Client for the shortfall. In the event that any amount remains unpaid 30 days after invoice date, Creation Design Partnership reserves the right to discontinue, withhold, or suspend services to The Client to whom such unpaid amounts relate.

In accordance with The Late Payment of Commercial Debts Act 1998 interest will be charged on all payments received outside of payment terms at the rate of 8% above Bank of England base rate. All charges incurred by Creation Design Partnership due to late payment or cheques that require representing or fees required to recover debts will be passed onto The Client.

Tenders and Quotes are valid for 60 days from the date of the Tender or Quote. All prices quoted may be subject to change without notice after this period.

Once Creation Design Partnership has undertaken a commission for services, a cancellation fee of up



to 75% will apply if the contract is terminated through no fault of Creation Design Partnership. An interim invoice will also be levied for up to 75% of the total quotation value if the commissioned project's content is not received within 60 days of commission.

Disclaimer

Creation Design Partnership cannot be held liable for any information contained within The Client's web site or printed literature. The content of such remains the copyright and intellectual property of The Client. The Client is liable for any reasonable legal costs incurred by Creation Design Partnership caused by the content of The Client's web site or other project and agrees to indemnify Creation Design Partnership for any awards made by a court of law.

Search Engine entry and ranking can in no way be guaranteed as this remains the sole discretion of a third party search engine provider.

No liability will be accepted for compatibility issues with code or any errors, omissions or failings of software code produced.

Where in the instance that a time scale / schedule has been given, Creation Design Partnership will not be responsible for any money lost to The Client if the deadline is not met.

On completion of any web site it is the sole responsibility of The Client to manage the site. Creation Design Partnership will no longer be responsible for the site upon completion unless an alternative agreement has been reached.

Should Creation Design Partnership waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Creation Design Partnership to waive the same clause on any other occasion.

This contract shall be subject to English Law. Where it is held that Creation Design Partnership is not entitled to rely on any term in this contract, then Creation Design Partnership may also be allowed to cancel all rights and obligations under this contract, or to hold all other clauses as valid entirely at their sole discretion.

Creation Design Partnership reserves the right to amend these terms and conditions at any time.

Terms of the Purchase Contract For Creation Design Partnership

N Wood & R Wilkins T/A Creation Partnership herein after referred to as "Creation Design Partnership" and the other contracting party is herein after referred to as the 'Vendor'. The 'Creation Design Partnership's customer' is a third party to whom the Creation Design Partnership may require delivery of any consignment to be made; 'order' means the Creation Design Partnership's order to the Vendor in respect of the goods and/or services; 'goods' means goods, materials and/or other items (including all parts or components of them) to be supplied pursuant to an order, and 'services' means services to be performed pursuant to an order.

Acceptance

Acceptance of this order will be deemed to bind the Vendor to the following terms and conditions and no goods shall be supplied or services performed by the Vendor, its employees, agents or representatives, except in accordance herewith. In the case of any conflict between these conditions and those of the Vendor, these conditions will prevail.

Risk and Title

All goods manufactured or supplied by the Vendor shall remain at the Vendors risk until completion of physical delivery to and acceptance by the Creation Design Partnership or the Creation Design Partnership's customer when title to the good (or any components to be included in the goods) shall pass to the The Partnership free from all encumbrances. Nothing in clause this clause shall prejudice the The Partnership's right to reject the goods and to require replacement should they fail to meet the required specification and performance.

Quality and Defects



All goods supplied and/or services performed shall be of first class quality, fit for the purpose for which the Creation Design Partnership or its Customer requires them and shall be subject to the Creation Design Partnership's approval prior to acceptance. The work must meet the governing specification as to quantity, standards and description and, in addition, meet all relevant British Standards, EC Directives and (if applicable) all other international standards. The Vendor shall satisfy itself that it understands the Creation Design Partnership's requirements to comply with the obligations contained herein. Creation Design Partnership reserves the right to inspect the goods before dispatch but such inspection shall not imply acceptance. The Vendor shall fully and effectually indemnify the Creation Design Partnership against all claims and demands by any third party arising directly or indirectly from (i) failure of the goods and/or services to comply with these conditions notwithstanding that the goods and/or services may have been inspected or accepted by the Creation Design Partnership or the Creation Design Partnership's customer and (ii) from any breach of contract or of statutory duty or negligence on the part of the Vendor, its servants or agents.

Material Produced

All material Produced by the Vendor in connection with this order will remain the property of the Creation Design Partnership. This material will include all films, intermediates and access to electronic information however stored. All material must be returned to the Creation Design Partnership together with any material supplied by the Creation Design Partnership to complete this contract.

Material Supplied

All material supplied by the Creation Design Partnership to the Vendor in connection with this order will remain the property of the Creation Design Partnership and must be returned carriage paid to the Creation Design Partnership's office when requested by the Creation Design Partnership. The Vendor will take all-reasonable care of goods bailed to them. Any materials supplied to the Vendor for use under this order which will include all metal, film, glass and other material must in all cases be inspected by the Vendor who must be satisfied they will be fit for the purpose they are supplied for. Creation Design Partnership will accept no charges for work to rectify the same unless its agreement is given prior to such work being carried out. Further the Creation Design Partnership will accept no responsibility for work not produced to the correct standard resulting from the negligence of the Vendor in inspecting materials so supplied.

Delivery and Performance

Performance of the contract by the Vendor shall be in accordance with the dates and times specified in the order. Time shall be of the essence of the contract. All goods must be delivered to the specified delivery point and accepted by a person authorised to do so on behalf of the Creation Design Partnership. If the Vendor fails to maintain a rate of progress which in the opinion of the Creation Design Partnership is required for the Vendor to achieve the delivery date then the Creation Design Partnership may, by written notice, require the Vendor to take such action as may be necessary to prevent the anticipated delay and if the Vendor does not take such action or it appears to the Creation Design Partnership that despite such action the Vendor will still not meet the delivery date then Creation Design Partnership shall be free (without prejudice to any other or rights it may have under the contract) to terminate the contract in whole or in part and to make other arrangements for the completion thereof. Creation Design Partnership will be entitled to apply any unpaid part of the contact price towards the cost of completion of the goods and their delivery and to receive from the Vendor any amount by which the cost exceeds the unpaid sum. In the event of the Creation Design Partnership or Creation Design Partnership's customer being unable to take delivery due to strikes, lockouts, force majeure, or for any other cause whatsoever beyond the control of the Creation Design Partnership, or the Creation Design Partnership's customer then Creation Design Partnership shall be at liberty to defer the day of delivery or cancel the order.



Price and Payment

The price of the goods and/or services shall be that prevailing at the time of the contract, and shall not be subject to change without the written consent of the Creation Design Partnership. Unless otherwise specified in the order, payment will be made after 30 days from the end of the month in which the goods have been delivered, invoiced and approved by the Creation Design Partnership subject to Clause Quality and Defects. Before the Creation Design Partnership shall be obliged to make any payment which shall otherwise be due to the Vendor under this contract, Creation Design Partnership must have received from the Vendor an invoice correct in all material matters including Creation Design Partnership's purchase order number, properly addressed and referenced.

Default

In the event of any breach of any of the terms of this contract by the Vendor, or if the Vendor shall become bankrupt or compounds with its creditors, or shall enter into liquidation or has a Receiver or Administrator appointed over its assets or undertaking or any part thereof, then whether or not the Creation Design Partnership has accepted the goods and/or services or any part thereof, and whether or not title in the goods has passed to Creation Design Partnership, Creation Design Partnership shall be entitled at its option either to treat this order as repudiated or treat any such breach as a breach of warranty giving rise to a claim for damages.

Assignment and Sub-Letting

The Vendor shall not without the consent of Creation Design Partnership assign, transfer or sub-let this order or any part thereof other than for any part of the goods of which the maker or supplier is named in the order.

Warranties and Guarantee

The Vendor warrants that the design construction and quality of any goods to be manufactured and/or supplied by it shall comply in all respects with Statute, Statutory Rule or Order or Regulations which may be in force in the UK (and if appropriate in the country of use) at the date of delivery including (but without prejudice to the generality of the foregoing) the Factories Act 1961 and the Health and Safety at Work Act 1974 and further that the sale or use of the goods by Creation Design Partnership or anyone claiming through it will not infringe any British or foreign patent, trade mark, trade name or registered design. The Vendor undertakes to fully and effectually indemnify Creation Design Partnership against loss, damage, liability, costs or expenses which Creation Design Partnership may suffer or incur by reason of any breach(es) of these warranties. The Vendor shall at its own expense make good any defects which under proper use appear in the goods during a period commencing on their delivery and acceptance by Creation Design Partnership and ending 12 months thereafter.

Information Designs etc

All designs, drawings, specifications data, patents and process information supplied or communicated to the Vendor by Creation Design Partnership in connection with this order shall remain Creation Design Partnership's property and shall be treated as highly confidential. The Vendor shall not disclose the same to any third party without Creation Design Partnership's written consent nor shall it infringe any copyright, patent, trade mark, trade name or registered design vested in or licensed to Creation Design Partnership. All rights for any invention, process or technology developed for the order shall become the absolute property of the Creation Design Partnership. Upon delivery of the goods or earlier if required by Creation Design Partnership the Vendor shall return all designs, drawings, specifications etc. (and any copies thereof) carriage paid to Creation Design Partnership.

Health and Safety

All goods supplied under this order shall be in all respects safe for use and without risk to health, when properly used, and such information about the use of them as complies with the Health and Safety at Work Act 1974 will be supplied.



Right of Set-Off

Creation Design Partnership reserves the right to deduct from any sums due or becoming due to the Vendor, all sums due from the Vendor to Creation Design Partnership in respect of goods supplied or services rendered by Creation Design Partnership.

Variation and Waiver

Any variation to the terms contained herein shall be in writing signed by an authorised signatory of Creation Design Partnership. Failure by Creation Design Partnership at any time to promptly enforce any of its rights under this contract shall not of itself be construed as waiver by it of such rights or any other rights.

Legal Construction

Unless otherwise agreed in writing this order and the contract resulting therefrom shall in all respects be construed and governed by English Law Creation Design Partnership reserves the right to amend these terms and conditions at any time.

Terms of Website and Data Storage

The use of, access to or the submitting of information to The Creation Partnership website shall be deemed acceptance of these terms and conditions ('Terms'). These Terms may be altered from time to time and the continued use of, access to or the submitting of information to the website will be deemed acceptance of the altered Terms.

Contents of the website

All information contained on the website is for general information purposes only and may be altered at any time by Creation Partnership without notice.

Copyright

All copyright and other intellectual property rights in the contents of the website (including the design of the website) belong to Creation Partnership and accordingly all rights are reserved. Visitors to the website are permitted to copy, print or download information from the website for personal use only and not for any business purpose.

Trademarks

The website may contain third party trademarks from time to time. Visitors do not have any right to use such third party trademarks without the express permission of that third party.

Disclaimer

Creation Partnership does not warrant the accuracy, reliability, completeness or timeliness of any information contained on the website or any information submitted to the website by third parties. Any advice given on the website is for educational purposes only. Professional advice should be sought before applying any advice to particular circumstances.

Creation Partnership hereby excludes all warranties, whether express or implied, including warranties in respect of quality or fitness for any particular purpose of any information contained on the website to the fullest extent permitted by law.

Creation Partnership does not warrant that the website is free of computer viruses or any other harmful devices . ('Harmful Devices') and accordingly Creation Partnership shall not be liable for any loss or damage whatsoever howsoever arising from any Harmful Devices.

In no event shall Creation Partnership be liable for any direct, indirect, special or consequential damages or loss (including, but not limited to, loss of profits, business, revenue, goodwill, anticipated savings, and/or any claims made under third party contracts) howsoever arising (whether in contract, tort or otherwise) out of any access to the website or use of any information contained on the website.



Links

The website may contain links to third party websites from time to time; such links are provided for information purposes only. Creation Partnership is not responsible for the content of or the accuracy of information contained on such websites. Creation Partnership hereby excludes all liability for any claims, loss, demands or damages of any kind whatsoever howsoever arising as a result of accessing third party websites from the links contained in the website.

Submission of Information to the Website

Any information submitted to the website by visitors shall be used by Creation Partnership in accordance with the Data Protection Act 1998.

Any visitor who submits information to the website warrants that the information provided is complete, true and accurate in all respects.

We will use your information and the subsequent information we collect about you, to create a database. This database and the information it contains will be used by the Creation Partnership for the purpose of sales communications and held on account management database to enable to contact you and hold information about projects past and present plus estimates we may produce for you. We may also send you sales and other information which we think may be of interest to you in the future.

By responding to our subsequent enquires you are deemed to consent to our processing personal data about you and your company where necessary for the above purposes, including the processing of any personal data about you. If you do not want to receive any information from either us or third parties, tell us when you next contact us. If you wish to receive a copy of the information we hold about you, write to us.

Jurisdiction

The Terms shall be governed by and construed in accordance with the laws of England and Wales, and shall be subject to the exclusive jurisdiction of the Courts of England and Wales. To the extent possible, the application of any law of each European Community member state is excluded from having operation in respect of these Terms. For convenience these Terms may be translated into languages other than English. Should any dispute arise as to the meaning of particular terms then the English version of the Terms shall predominate over any translation.

Privacy Policy

This privacy policy sets out how Creation Design Partnership uses and protects any information that you give Creation Design Partnership when you use this website.

Creation Design Partnership is committed to ensuring that your privacy is protected. Should Creation Design Partnership ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

Creation Design Partnership may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 1 March 2010.

What Creation Design Partnership collect

Creation Design Partnership may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers.



What Creation Design Partnership do with the information Creation Design Partnership gather:

Creation Design Partnership require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

Internal record keeping

Creation Design Partnership may use the information to improve products and services.

Creation Design Partnership may periodically send promotional emails about new products, special offers or other information which Creation Design Partnership think you may find interesting using the email address which you have provided.

From time to time, Creation Design Partnership may also use your information to contact you for market research purposes. Creation Design Partnership may contact you by email, phone, fax or mail. Creation Design Partnership may use the information to customise the website according to your interests.

Security

Creation Design Partnership are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, Creation Design Partnership have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information Creation Design Partnership collect online.

How Creation Design Partnership use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

Creation Design Partnership use traffic log cookies to identify which pages are being used. This helps Creation Design Partnership analyse data about web page traffic and improve Creation Design Partnership's website in order to tailor it to customer needs. Creation Design Partnership only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help Creation Design Partnership provide you with a better website, by enabling Creation Design Partnership to monitor which pages you find useful and which you do not. A cookie in no way gives Creation Design Partnership access to your computer or any information about you, other than the data you choose to share with Creation Design Partnership.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Creation Design Partnership website may contain links to other websites of interest. However, once you have used these links to leave the Creation Design Partnership site, you should note that Creation Design Partnership do not have any control over that other website. Therefore, Creation Design Partnership cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.



Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes if you have previously agreed to Creation Design Partnership using your personal information for direct marketing purposes, Creation Design Partnership may change your mind at any time by writing to or emailing Creation Design Partnership at info@creation.design

Creation Design Partnership will not sell, distribute or lease your personal information to third parties unless Creation Design Partnership have your permission or are required by law to do so. Creation Design Partnership may use your personal information to send you promotional information about third parties which Creation Design Partnership think you may find interesting if you tell Creation Design Partnership that you wish this to happen.

You may request details of personal information which Creation Design Partnership hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to Nick Wood at the business address

Business Address

The Creation Partnership
The Old Bakery
11a Canford Lane
Westbury on Trym
Bristol BS9 3DB

VAT number: 180 0888 03

Banking

NatWest Bank Queen's Road Branch

Partners

Mr Robert Wilkins

Mr Nicholas Wood