

## 1. Definitions

"TDG" shall mean The Design Gent.

"The Client" shall mean the person firm or company entering into The Agreement with TDG.

"The Agreement" shall mean The Client's Acceptance thereof these Terms and Conditions as a direct result of commissioning The Work by TDG.

"The Work" shall mean the work commissioned by The Client verbally or in writing.

"The Specification" shall mean the details and materials specified by TDG verbally or in writing.

"The Timetable" shall mean the dates times and details specified by TDG verbally or in writing.

## 2. Variations in timetable

Whilst TDG shall make all reasonable efforts to comply with The Timetable dates and times set out or referred to therein the Timetable dates for the Work shall be treated as estimates only and TDG shall not be under any liability to The Client for any loss or damage including consequential loss or damage suffered by The Client in the event that The Work shall not be delivered by the date set out or referred to in The Timetable.

Without prejudice to the foregoing TDG shall have the right to vary The Timetable by notifying The Client of any delays or postponements of dates or times in The Timetable due to matters beyond the reasonable control of TDG such as but not by way of limitation labour disputes shortage or non-availability of materials or labour the financial failure of any sub-contractor of TDG or any default or failure by The Client or any person acting on behalf or in accordance with the instructions of The Client to perform any function by the due date set out in The Timetable (as varied by TDG if appropriate). In such latter event TDG shall be entitled to invoice The Client for any fees or costs reasonably incurred by TDG as a result thereof.

## 3. Variations to specification

TDG reserves the right to vary change or substitute material(s) to be used where any such material(s) shall be unavailable when required by TDG or shall only be available at a cost or quality or on conditions unacceptable to TDG PROVIDED THAT any varied changed or substituted material(s) shall be of substantially similar quality to that of the material(s) originally agreed.

## 4. Editing of client contributions

TDG reserves the right to edit or shorten material contributed by or on behalf of The Client to The Work if in the reasonable opinion of TDG such editing or shortening is necessary to achieve an acceptable lay-out of the contents.

## 5. Responsibility for content

TDG has been engaged by The Client to manage co-ordinate administer and produce The Work on behalf of The Client. TDG are not experts in the various technical fields intended or proposed to be covered represented or reflected therein.

In these circumstances The Client shall be solely responsible for checking whether by itself or through its professional advisers the accuracy veracity and completeness of the content of each contribution to and all parts of The Work whether the same shall have been prepared or commissioned by TDG or written on its behalf and shall indemnify TDG against all liability costs actions or demands arising upon or incurred by TDG out of or in connection with such content.

## 6. Approval of copy and pictures

In accordance with The Timetable (as varied by TDG in accordance with Condition 2 if appropriate) and subject to Condition 2 hereof TDG shall deliver to The Client the raw copy full layout pictures and proofs and in accordance with The Timetable (as varied as aforesaid) The Client shall be solely responsible for approving the same subject always to the proviso to Condition 5 hereof. Once approved by The Client such lay-out pictures and proofs shall not be capable of being altered by The Client without the prior agreement of TDG where the consequences of such alteration would involve additional costs or significant delays.

## 7. Property and risk

Property and risk shall pass to The Client once The Work has been signed off and released into the public domain.

## 8. The cost

To the total sum payable to TDG in respect of The Work shall be added VAT if applicable at the appropriate rate in force at the date property in the Work passes to the Client under Condition 7 hereof.

TDG shall be entitled upon written notice to The Client to increase the total cost agreed with The Client for any work by an amount which TDG shall demonstrate to the reasonable satisfaction of The Client to be fair and proper having regard to increased costs to TDG of producing such work not reasonably anticipated or contemplated by TDG at the date The Agreement was entered into and in particular but not by way of limitation having regard to increased costs arising out of shortage of or increase in the price of labour or materials or as a result of the financial failure of any sub-contractor of TDG.

In addition to the fee The Client shall pay to TDG reasonable fees and costs of TDG in carrying out works or providing services or materials in addition to or by way of variation of those envisaged under The Terms of The Agreement or The Specification provided that such works services and/or materials have previously been approved by The Client.

## 9. Payment

Unless otherwise agreed in advance the total cost and all other sums due shall be payable to TDG. All sums due shall be paid no later than thirty (30) days after the invoice date. In the event that any sums due hereunder shall not be paid when due TDG shall be entitled to charge interest thereon at the rate of one and one half per cent per month or part of a month for which the same shall remain unpaid.

## 10. Termination

Either party shall be entitled to terminate The Agreement provided that 3 months' written notice is given to the other.

## 11. Ownership of title and copyright

Copyright in all articles features photographs advertisements or other material comprised used or appearing in The Work shall belong absolutely to the Originator(s) thereof TDG warrants that it has or will obtain all requisite licenses or permissions from the copyright holder(s) for the use of all copyright material in The Work.

## 12. Proper law

The terms of The Agreement shall be governed by and construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

For more information contact: Adam Smalley, Director, telephone: 07795 623910, email: adam@thedesigngent.co.uk

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