



Copyright, terms and conditions of work

All services provided by Meticulous Design Ltd to the client are subject to the following general terms and conditions.

Definitions:

The Client: The company or individual requesting the services of Meticulous Design Ltd.

Meticulous Design Ltd: Primary designer/site owner & employees or affiliates.

1. Any proposal(s) supplied by Meticulous Design Ltd shall be deemed to include these terms and conditions and an acceptance of any such proposal or tender shall be deemed to be an acceptance of these terms and conditions.
2. The copyright design rights and all other types of intellectual property right in any proposal and any draft designs shall at all times remain with Meticulous Design Ltd. Any tender draft or proposal shall be treated as confidential information by the client who shall not divulge nor permit any of its servants, agents or employees to divulge the contents thereof.
3. In the event any proposal is not accepted by the client all copies of the proposal together with any accompanying documentation shall remain confidential.
4. A proposal is deemed to be accepted where agreement is provided either by email, telephone, mail or fax ("the Commission").
5. Any costing or timetable provided by Meticulous Design Ltd shall be provided on the basis of the Commission shall hold good for 30 days and if not accepted within that period shall be subject to review and adjustment by Meticulous Design Ltd.
6. Any statement by Meticulous Design Ltd as to the date of completion of the Commission is an estimate only. Meticulous Design Ltd will use reasonable endeavours to comply with any timetable but will be under no liability to the client or any other person in the event the Commission is not completed by the agreed date. Meticulous Design Ltd alone shall specify when the commission or any stage thereof has been completed.
7. Any alteration to the Commission agreed between the client and Meticulous Design Ltd shall entitle Meticulous Design Ltd to review and adjust any costing or timetable provided to the client.
8. Unless otherwise agreed in writing any costing of the Commission will be exclusive of VAT disbursements and reasonable expenses incurred by Meticulous Design Ltd. Meticulous Design Ltd shall have absolute discretion regarding the use of specialist materials or services in completion of the Commission [including (without prejudice to the generality of the foregoing): photography, type-setting, courier services, express deliveries, long distance telephone calls and facsimile transmissions and the client shall fully reimburse Meticulous Design Ltd for the cost of such items] and may sub-contract such elements of the Commission as it deems appropriate.
9. All fees charges and disbursements shall be paid within 30 days of the submission of Meticulous Design Ltd's account (unless otherwise agreed) in default of which interest shall accrue on the gross amount of the account so outstanding at a rate of 4% above the bank base rate of from time to time and Meticulous Design Ltd reserves the right to stop work on the Commission should any account not be paid. Non payment will result in legal action being taken if necessary.
10. Meticulous Design Ltd reserves the right to require the client to provide sums on account of the fee for the Commission or any disbursement or to require that the client obtain or provide to Meticulous Design Ltd any specialist material or service.
11. Meticulous Design Ltd shall provide such information regarding the amount of costs incurred as the client may reasonably require.
12. Unless otherwise agreed in writing Meticulous Design Ltd may submit interim accounts for payment notwithstanding that the Commission has yet to be completed.
 1. On completion of the Commission and payment of all Meticulous Design Ltd's accounts Meticulous Design Ltd shall grant to the client at the cost of the client a license to exploit the finished version of the designs created modified or used in connection with the Commission ("the Works") for the purposes and in the territories specified in the Commission or if no such territories are specified the United Kingdom.
 2. The license granted by clause 14.1 shall extend to the Works in a tangible form only. If the client requires a license in respect of electronic copies of the Works this may be granted at the absolute discretion of Meticulous Design Ltd at additional cost.
 3. Meticulous Design Ltd reserves such rights as are necessary for Meticulous Design Ltd to use the Works for its archive and/or any advertising of its business (if any).
13. The client acknowledges that each Work is created according to its own instructions and Meticulous Design Ltd makes no warranty as to its quality or suitability for any purpose or compliance with any rules regulations standards or criteria save that the Work will reasonably conform to the Commission. Where pre-production proofs or drafts are submitted for approval to the client the client shall be responsible for the correction of errors or omissions and Meticulous Design Ltd shall bear no liability whatsoever in respect of any errors or omissions subsequently discovered.
14. Meticulous Design Ltd shall not in any circumstances be liable for any loss of profit or any consequential loss suffered by the client or by any third party and in any event any claim against Meticulous Design Ltd shall be limited to the amount of Meticulous Design Ltd's fees and charges for the Commission. The client shall indemnify Meticulous Design Ltd against any liability over and above the said amount absolutely.
15. Meticulous Design Ltd warrants that it has not knowingly infringed any copyright design right or patent in the completion of the Commission and subject thereto the client agrees to indemnify Meticulous Design Ltd against any claim for infringement of any such right.
16. The client warrants that the information given to Meticulous Design Ltd in the Commission does not infringe any patent copyright or design right; is not information received by the client in confidence from a third party; is not defamatory and does not contravene any act of Parliament any subsidiary legislation any order of any Court or any other restraint and agrees to indemnify Meticulous Design Ltd against any claim arising from the use thereof in breach of any such matter.
17. Where the Commission includes printing by Meticulous Design Ltd the client acknowledges that due to the nature of the process there may be some non-material variation in colour tone or printing quality. Meticulous Design Ltd warrants it will use reasonable care and skill in the production of the printed items.
18. Without prejudice to its existing rights Meticulous Design Ltd may terminate this contract immediately if the client is in default of any term of any contract between Meticulous Design Ltd and the client or if the client becomes insolvent. Either party may terminate this contract by the giving of two months written notice to the other. Upon such termination the client will pay Meticulous Design Ltd any fees due, including fees for the period up to the end of the notice, together with any VAT and disbursements and will return all of the Works forthwith.
19. Any goods or chattels supplied by or on behalf of the client to Meticulous Design Ltd are insured for their replacement value only and the client shall bear the risk of any addition loss or damage from the date of the contract.
20. Nothing in this agreement shall operate so as to create a partnership or joint venture of any kind between Meticulous Design Ltd and any other person.
21. The client may not assign the benefit of this agreement or any right arising there from in any way whatsoever.
22. This agreement shall be construed in accordance with the laws of England.