

Terms & Conditions

1.0 Formation of contract

Please read these Terms and Conditions (“Terms”) carefully as your order or use of the services of Earth Creative Strategies, (“Earth”), constitutes your acceptance of these Terms.

- 1.1 Any order sent to Earth Creative Strategies by you (the “Client”) shall be accepted entirely at the discretion of Earth Creative Strategies, and, if so accepted, will only be accepted upon these Terms.
- 1.2 Each order accepted shall constitute an individual legally binding contract between Earth Creative Strategies and the Client and such contract is hereafter referred to in these Terms as an “Order”.
- 1.3 These Terms shall override any contrary, different or additional terms or conditions (if any) contained on or referred to in an Order form or other documents or correspondence from the Client, and no addition, alteration or substitution of these terms will bind Earth Creative Strategies or form part of any Order unless they are expressly accepted in writing by a person authorised to sign on Earth Creative Strategies behalf.

2.0 Specification

- 2.1 All work supplied by Earth Creative Strategies shall be in accordance with the specification agreed between Earth Creative Strategies and the Client and further specifications or descriptions (if any) expressly agreed in writing between Earth Creative Strategies and the Client. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Order.
- 2.2 The price quoted by Earth Creative Strategies for work detailed in the Order or Specification is the total price for the work and is exclusive of VAT (the “Price”). Earth Creative Strategies reserves the right to charge additional fees for significant increases in work requested in addition to or which substantially differs from that detailed in the Order or Specification. For the avoidance of doubt, Earth Creative Strategies may charge additional fees where the substance or timescale of the Order or Specification is significantly altered at the request of the Client. In any situation, the Client’s written agreement shall be obtained in advance before such additional fees are incurred. Should content and / or information required and requested by Earth Creative Strategies from the Client not be forthcoming within the agreed timescale reasonably agreed, Earth Creative Strategies reserves the right to invoice the appropriate stage payment which would have been due.

3.0 Acceptance

- 3.1 If upon receipt of the design or any other material for approval purposes, the Client can demonstrate that the design or other material does not conform with the Specification, the Client must within 10 working days, inform Earth Creative Strategies in writing or by email of any non-conformance, in which event Earth Creative Strategies shall remedy the defect without further charge to the Client within such time-scales as both parties shall reasonably agree. However, if the Client has not so advised Earth Creative Strategies of any nonconformance, it shall be deemed accepted by the Client.

4.0 Delivery and risk

- 4.1 Unless otherwise stated in the Order, the Price quoted does not include delivery charges to the address specified in the Order. Earth Creative Strategies reserves the right to make an additional charge to cover transport costs.
- 4.2 Any time or date for delivery given Earth Creative Strategies is given in good faith, but is an estimate only.
- 4.3 Risk in the work shall pass to the Client upon delivery.

5.0 Title

- 5.1 Earth Creative Strategies grants the Client a non-exclusive licence to use the design work in relation to the purposes as set out in the Order.
- 5.2 For the avoidance of doubt, the Client may not use the design work for any purpose other than that stated in the order without the written consent of Earth Creative Strategies. Earth Creative Strategies will not unreasonably withhold consent.
- 5.3 Even though title has not passed, Earth Creative Strategies shall be entitled to sue for the Price once payment has become due. You will be notified of this 7 days prior to commencement of any proceedings.

6.0 Payment

- 6.1 Unless otherwise stated in the Order, payment terms are 50% of the Price on acceptance of proposal and 50% on completion of the project. Payment shall become due on receipt of each invoice issued. The final presentation will be deemed to be accepted if not advised otherwise by the Client within seven days of presentation to the Client and will be invoiced according to these Terms.

7.0 Force Majeure

- 7.1 Neither party shall be under any liability for any failure to perform any of its obligations under the Order due to Force Majeure. Following notification of such cause, a reasonable extension of time shall be allowed for the performance of any obligations.
- 7.2 For the purposes of these Terms, "Force Majeure" means fire, explosion, flood, lightning, Act of God, terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute, or events or circumstances outside the reasonable control of either party.

8.0 Manufactured Goods

In respect of all work manufactured and supplied to Earth Creative Strategies by third parties:

- 8.1 Earth Creative Strategies will pass on to the Client (in so far as possible) the benefit of any warranty given to Earth Creative Strategies by such third parties and will (on request) supply to the Client details of the terms and conditions of such warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by such third parties. The Client shall be solely responsible to the entire exclusion of Earth Creative Strategies for complying with all of these.
- 8.2 Subject to clause, 8.3, Earth Creative Strategies liability, whether express or implied, by statute, at common law or otherwise howsoever, is hereby excluded; in particular Earth Creative Strategies grants no warranties regarding the fitness for purpose, performance, use, nature or quality of the goods, whether express or implied, by statute, at common law or otherwise howsoever.
- 8.3 Earth Creative Strategies warrants and undertakes to the Client that the Services will be provided in a timely, efficient and professional manner, will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care.
- 9.0 Intellectual property rights
- 9.1 Any design or instruction furnished or given by either party shall not be such as will cause an infringement of any intellectual property rights. Both parties agree to indemnify the other against any action for infringement of intellectual property rights arising from their individual breaches.

9.2 Earth Creative Strategies will retain all copyright on all work unless otherwise expressly agreed and a copyright release fee paid.

10.0 Confidentiality

Both Earth Creative Strategies and the Client shall each keep confidential and shall not without the prior consent in writing of the other, disclose to any third party any technical or commercial information which it has acquired from the other as a result of pitches for work, discussions, negotiations or other communications between them relating to the proposed or actual work and the Order.

11.0 Economic loss

Notwithstanding anything contained in these Terms or the Order, in no circumstances shall either party be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof for any loss of profit, business, contracts, revenues, or anticipated savings, or for any special indirect or consequential damage of any nature whatsoever.

12.0 Limitation of liability

Notwithstanding anything contained in these Terms or the Order, Earth Creative Strategies liability to the Client in respect of the Order, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the Price of the work specified in the Order.

13.0 Applicable law

The Order shall be considered a contract made in England and shall be governed in all respects by the law of England and the parties agree to submit to the exclusive jurisdiction of the English courts.