

## Terms & Conditions

### Our Terms and Conditions

These conditions shall apply to all contracts for sale of Goods or supply of Services by Easy Read Services Ltd. trading as The Easy Read Company, to the client, to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under any purchase order, confirmation of order, or similar document.

All orders of Goods or Services shall be deemed to be an offer by the Client to purchase Goods or Services pursuant to these conditions.

Acceptance of delivery of Goods shall be deemed conclusive evidence of the Clients' acceptance of these conditions.

Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Easy Read Services Ltd.

### Definitions and Interpretations

In these Conditions the following words and expressions shall have the following meanings unless inconsistent with the context:

'The Goods and/or Services' means the goods and/ or Services specified in the estimate or letter provided by Easy Read Services Ltd. to the Client.

'The Client' means the party or parties placing the order/requesting the Goods and/or Services with Easy Read Services Ltd.

Words denoting the singular number shall include the plural and vice versa. Words denoting any gender include all genders and words denoting persons shall include firm, incorporations and vice versa.

The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of these conditions.



# The Easy Read Company

## Payment Terms, Interest and Finance Fee

All invoices issued by the Company shall be paid by the Client within fourteen (14) days of the date of invoice unless otherwise agreed in writing by the Company. All sums due from the Client which are not paid on the due date will incur a £25 administration fee, plus monthly interest of 5%.

Payment of 50% deposit shall be due immediately before a project is started. The full outstanding price shall be due within 14 days of the date of Easy Read Services Ltd.' invoice.

All payments made by the Client under these Conditions shall be made in full without any set off or counter-claim whatever.

The Price is inclusive of VAT unless stated otherwise in writing. Any VAT due shall be at the rate prevailing at the date of invoice.

Whilst every effort is made to ensure that costing estimates are accurate, Easy Read Services Ltd. reserves the right to amend the current price should an error, omission or variation be made.

## Delivery of Goods

To ensure that proofs and client's property are securely and promptly delivered and that delivery dates are adhered to, Royal Mail Special Delivery, couriers and other services may be used when necessary. This will be charged to you at cost.

## Retention of Title

Easy Read Services Ltd. retains ownership of the Goods delivered until the full price has been paid.

## Copyright

All work created by Easy Read Services Ltd. remains our copyright until final payment is received. Once we have received payment, all final published artwork becomes the ownership of the Client excluding fonts and other items that may have been sourced from a third party. Easy Read Services Ltd. reserves the right to use these designs for promotional material and for tenders for new work.



# The Easy Read Company

Development stages remain the property of Easy Read Services Ltd. after the completion of the project, the client only has copyright to the final published artwork.

Easy Read Services Ltd. will never knowingly copy another designers or companies work.

It is the responsibility of the Client to ensure that the Client has appropriate production rights for any text, image or other elements that are supplied to Easy Read Services Ltd. for incorporation into design, and that they are, where appropriate suitably credited.

## Client Sign-off

It is the responsibility of the Client or the Client's agents to thoroughly check proofs supplied to the Client by Easy Read Services Ltd.

Acceptance of the proof is indicated by a signature on the proof or sign-off pro-forma. The Client may wish to sign off via email. In this case an email sign-off request will be sent to the Client's correspondence email address. A return email will be required with words 'signed off' either in the subject field or in the email body. Such acceptance relates to all textual and numerical content in the design work and for the reasonable accuracy of reproduction of colour, imagery and other design elements.

Clients should note that colour proofs, other proofs and prototypes are intended to give reasonable representation of the colour, imagery and materials that can be expected in a production item. Exact colours, finishes and image resolutions may differ due to technical aspects of proofing and production technologies.

There may be a margin of error in the number of printed items supplied of up to 5% of the total quantity. Easy Read Services Ltd. accepts no liability for this and it is agreed that the Price takes into account this margin of error.

Websites (and parts thereof), email newsletters (and parts thereof) and other digital design and development work will have a one month warranty from



# The Easy Read Company

delivery date. Any deficiencies found that are covered within the original brief will be rectified at no cost to the client. After one month standard maintenance fees apply at £50.00 p/h billed in 15-minute increments or will be counted towards the client's monthly maintenance allowance included in a signed maintenance contract.

## Client Changes

Amendments, adjustments and additions to the designs that are requested by the Client above and beyond those agreed on commencement of the Contract or agreed as inclusive to the work undertaken as part of the Contract, shall be chargeable at the hourly or daily rate referred to in the estimate or letter from Easy Read Services Ltd.

## Limitation of Liability

In the event of any breach of these Conditions by Easy Read Services Ltd. the remedies of the Client shall be limited to damages and under no circumstances shall the liability of Easy Read Services Ltd. exceed the Price of Goods and/or Services supplied.

## Law

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.

Date: November 2017

Easy Read Services Ltd. T/A The Easy Read Company

Company No: 10260679

Registered Office: 15 The Hurlings, St Columb Major, Cornwall TR9 6FE

Telephone: 01736 448286