

# The Small Print.

## Our terms and conditions of trade.

The following Terms and Conditions of Service apply to all products and services provided by Eden Consultancy Group Ltd (Eden).

These conditions and all contracts for the provision of access to the service will be governed by the laws of Scotland. Any dispute arising from, or related to, such contracts shall be subject to the exclusive jurisdiction of the Scottish courts.

All work is carried out by Eden Consultancy Group (Eden), upon the acceptance by you as Customer of our quotation and Eden Consultancy Group's terms and conditions upon which the quotation is based.

### **Contract Acceptance**

At the time of proposal, Eden will provide you, our Customer with a written estimate or quotation. A copy of the written estimate or quotation shall be signed and dated by the customer to indicate acceptance and should be returned to Eden Consultancy Group. Alternatively, the Customer may send an official Purchase Order or written confirmation of acceptance in reply to the estimate. Your Purchase Order or written acceptance in response to our quotation shall constitute your acceptance of Eden terms and conditions. A Contract shall be made between the Customer and Eden upon Eden's acknowledgement of your written acceptance or Purchase Order, or when Eden commence design work in accordance with and towards the provision of the product or services.

The Contract shall be subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions and any previously oral or written representations. No variations to the Contract so established shall be binding unless agreed in writing between you as Customer and Eden Consultancy Group.

### **Provision of Materials by the Customer**

Unless otherwise set out in our quotation, you agree to provide Eden with the specific copy, images and information required in order for Eden to complete the product of services, or to advise/provide access to drives/content libraries etc where we can readily locate such materials. Eden accept no responsibility for work not being completed by a specific date if we are unable to secure necessary and sufficient information or materials from you to allow progression of the work.

If you cannot supply the information you wish us to use, ECG will do what we can to obtain it, but we accept no responsibility for any errors, omissions or discrepancies which may result or any resulting delays. The reasonable additional time taken to compile missing information together with time taken to correct errors, omissions or discrepancies which arise as a result of your information being incomplete will be subject to additional charge at our standard rate. Where you supply or specify materials, we will take every care to secure the best results in the finished product, but we accept no responsibility for imperfections in finished work caused by defects in or the unsuitability of materials so supplied or specified.

### **Design Charges**

Charges for design and/or production services to be provided by Eden, will be set out in the written quotation that is provided to the Customer.

Except as otherwise expressly set out in the Contract all prices are given by Eden exclusive of:

1. packaging and delivery of the Goods to the Customer premises; and
2. any applicable value added tax or other applicable sales tax or duty and such sums which shall be added to the price.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

### **Variations and Charges for Other Services**

Eden reserve the right to charge additional sums over and above that set out in the quotation to cover:

1. any increase in the cost to Eden which is due to any factor beyond our control (such as without limitation any alteration of duties, significant increases in the costs of materials, labour or other costs of manufacture);
2. any change in delivery dates quantities or specification of the Goods and Services which are requested by the Customer;
3. any delay caused by any instruction of the Customer or failure of the Customer to give Eden adequate information or instructions;
4. the costs of additional work carried out by Eden to be able to perform the Services resulting from the instructions of the Customer or any inaccuracy of information provided to Eden by the Customer.

### **Revisions and Alterations**

The Customer agrees that changes required over and above the estimated work, or required to be carried out after acceptance of the draft design will be liable to a separate charge. The Customer also agrees that Eden holds no responsibility for any amendments made by any third party, before or after a design is published.

### **Payment Terms**

Payment to Eden Consultancy Group (Eden) will be due upon completion of the product or service. Our normal credit terms are 30 days from the date of our invoice, for existing or long-standing Customers. In the case of new Customers and in particular where design and print services are being sought by a new Customer, Eden reserve the right to require a deposit to be paid equivalent to 50% of the quotation amount at the time of the Customer's acceptance of the estimate or quotation.

Invoiced amounts which remain outstanding after the payment period set out in our invoice will incur an extra charge of 2% per month of the outstanding amount. Payments may be made by BACS transfer, cheque, or cash if previously agreed. Eden reserve the right to withhold publication and/or release of work done by Eden Consultancy Group on behalf of the Customer until cleared funds have been received.

#### **Default**

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Eden shall be entitled to remove Eden's and/or the Customer's material from any locations including the Customer's premises and all published and/or computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to any sub-contractors, printers, photographers and libraries, hosting, domain registration, search engine submission, design and maintenance.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Eden Consultancy Group reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

#### **Copyrights and Trademarks**

By supplying text, images or any other data to Eden for inclusion in the Customer's printed, online or other medium, the Customer grants Eden permission to use this material freely in the pursuit of the design. By supplying such data, the Customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Copyright is retained by Eden on all design work and artwork, including words/text created, pictures, ideas, images, visuals and illustrations, supplied and/or designed by Eden on behalf of the Customer. If a choice of design is presented, at visual stages, only one solution is deemed to be given by Eden as fulfilling the contract. All other designs remain the copyright property of Eden Consultancy Group, unless agreed in writing.

Any design, copywriting, drawing, idea, visual, illustration, or code created for the Customer by Eden, or any of its contractors, is licensed for use by the Customer on a one-time only basis, remain the property of Eden and/or its suppliers and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Eden Consultancy Group (unless by prior agreement and/or specifically released in writing, and after all costs have been settled).

The Customer may request in writing from Eden Consultancy Group, the necessary permission to use materials (for which Eden holds the copyright) in forms other than for which it was originally supplied, and Eden may, at its discretion, grant this. Such permission must be obtained in writing before Eden will allow any of the aforesaid artwork, images, text, or other data to be used.

The Customer agrees to fully indemnify and hold Eden Consultancy Group free from harm in any and all claims resulting from the Customer in not having obtained all the required copyright, and/or any other necessary permissions.

#### **Licensing**

All design work where there is a risk that another party make a claim, should be registered by the Customer with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Eden will not be held responsible for any and all damages resulting from such claims. Eden is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The Customer agrees not to hold Eden responsible for any such loss or damage. Any claim against Eden Consultancy Group shall be limited to the relevant fee(s) paid by the Customer.

#### **Data protection and privacy**

You and we shall each comply with any applicable data protection, privacy or similar laws, including but not limited to the Data Protection Act 2008, and the general Data Protection Regulation (EU) 2016/679 that apply in relation to any personal data processed in connection with the service.

The Customer shall provide Eden with the information necessary for the efficient discharge of our services. Eden shall use this information for the purposes of carrying out the services for which you have appointed us; providing, improving and developing the service; to contact you for your views on the service; and to notify you occasionally about important changes or developments to the service. We may also use that information to let you know about other services and products which we offer which may be of interest to you. If these services and products are of a commercial nature and are different in nature from the service, we will ask for specific permission at the time we ask for that information.

#### **Data Formats**

The Customer agrees to Eden's definition of acceptable means of supplying data to the company. Text is to be supplied to Eden in electronic format as standard text (.txt), MS Word (.doc) via image transfer, or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by Eden via image transfer, or e-mail. Images must be of a quality suitable for use without any subsequent image processing. Eden will not be held responsible for any image quality which the client later deems to be unacceptable. Eden cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

#### **Project Duration**

Any indication given by Eden of a design project's duration is to be considered by the customer to be an estimation. Eden cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Eden Consultancy Group for the initial payment or by date

confirmed in writing by Eden.

### **Rights of Access for Website Construction**

The Customer agrees to allow Eden all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The Customer also agrees to allow Eden access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

### **Website Design Only**

Once web design is complete, Eden will provide the Customer with the opportunity to review the resulting work. Eden will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Eden by e-mail and confirmed in writing. Eden will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

### **Hosting websites**

Eden does not offer in-house hosting services. Eden utilises secure servers operated by secure UK-based third party data centre operators. We work with and host the websites that we design and develop, within secure and highly resilient data centres. However, Eden are not able to guarantee continuous data centre service and are not able to accept liability for loss of service, whatever the cause. If by prior agreement with you, any website is to be hosted within a Customer's own data centre or hosting account, Eden may request that the Customer change the type of hosting account used if that account is deemed by Eden to be unacceptable because of poor service, security concerns, lack of bandwidth or in any other way insufficient to support the Customer's website.

### **Domain Registration**

Eden cannot guarantee the availability of any domain name. Where Eden is to register a domain name on behalf of a Customer it will endeavour to do so but are not able to undertake to achieve successful registration of any specific domain.

### **Search Engine Submission**

Due to the infinite number of considerations that search engines use when determining a site's ranking, Eden cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

### **Design Credits**

Unless otherwise agreed, the Customer agrees to allow Eden Consultancy Group to place a small credit on printed material, exhibition displays and other outputs. Unless by prior agreement the Customer also agrees to allow Eden to place websites and other designs, along with a link to the client's site on Eden's own website for demonstration purposes and to use any designs in its own publicity.

### **Rights of Refusal**

Eden will not include in its designs, any text, images or other data, which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Eden also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Eden does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the Customer is obliged to allow Eden to remove the contravention without hindrance, or penalty. Eden is to be held in no way responsible for any such data being included.

### **Cancellation**

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Eden will need formal notification in writing to the company's postal address. The Customer will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 14 days. Please note: any cancellation which is not formally confirmed in writing and received by Eden within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

### **Disclaimer**

Eden makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Eden will not be held responsible for any and all damages resulting from products and/or services it supplies, nor consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Eden responsible for any such loss or damage. Any claim against Eden shall be limited to the relevant fee(s) paid by the Customer.

Eden reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Eden will not knowingly perform any actions to contravene these.

### **General**

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Eden Consultancy Group reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.