



# ALEX CHILTON DESIGN

## TERMS AND CONDITIONS

These terms and conditions shall govern the contract between (1) Alex Chilton Design Limited ("Alex Chilton Design") and (2) the Customer. Alex Chilton Design may agree modifications to these terms but such modifications must be approved in writing by a director of Alex Chilton Design and cannot be inferred from a course of behaviour. Where any of these provisions conflict with any special terms that are expressly agreed in writing with a Client in relation to a particular piece of work (usually included as part of a specification ) then the special terms shall take precedence.

### 1. SCOPE OF THE CONTRACT

- (a) Alex Chilton Design is an independent creative graphic design studio whose work includes, brand identity; logo design; packaging design; brand positioning; graphic design; point of sale and print communications; website design; photography and other services relating to the design and promotion of the Client's goods and/or services and the Client's brand and identity ("the Service"). Where appropriate Alex Chilton Design may provide such advice in accordance with a written proposal or specification.
- (b) These terms and conditions are to be read together with any proposal or specification provided by Alex Chilton Design to the Client.
- (c) Alex Chilton Design will provide the Service to the Client using reasonable skill and care unless Alex Chilton Design is prevented by circumstances beyond its reasonable control.
- (d) Save for minor projects or where an order is taken by telephone where Alex Chilton Design issue a written order confirmation, all Client orders must be in writing and either incorporate/detail all of the work to be undertaken by Alex Chilton Design, the charges for the work and the agreed time schedule or refer to the appropriate proposal or specification.
- (e) A binding contract for the provision of the Service, incorporating these terms and conditions, is made when the Client confirms in writing or by way of a purchase order its acceptance of the proposal submitted by Alex Chilton Design (which may include a detailed specification of the service). Where any changes are agreed to any aspect of the proposal or specification then Alex Chilton Design will confirm these changes and where appropriate issue a revised proposal or specification incorporating the agreed changes. A proposal or specification (errors and omissions excepted) remains open for acceptance by the Client for a period of 30 days from issue (or longer by written agreement). Alex Chilton Design reserve the right to withdraw or amend any proposal or specification at any time prior to acceptance by the Client.
- (f) Subject to the provisions of Clause 11 the Client shall be expected to carry out an appropriate examination of the Service supplied by Alex Chilton Design as soon as is reasonably practicable following delivery and in any event within 7 days of delivery. In the absence of any complaint the Client shall be deemed to have accepted the quality of the Service.
- (g) Alex Chilton Design will only accept and act upon instructions communicated to it by or on behalf of the Client and Alex Chilton Design is not obliged to seek verification of such instructions.
- (h) During the course of the Service Alex Chilton Design and/or the Client may suggest modifications including delivery estimates and scope/specification of the work. Any such modifications must always be agreed in writing and may incur additional fees and expenses.

- (i) Alex Chilton Design reserve the right to make modifications to the Service which are necessary to comply with any applicable law.
- (j) Alex Chilton Design is not required to keep records of its work following completion of a project unless agreed as part of the Service.
- (k) All original preparatory and development materials including but not limited to sketches, scamps, notes, mock ups, prototypes etc, as well as any source material, both digital and physical, produced by Alex Chilton Design as part of the Service remains the property of Alex Chilton Design unless expressly agreed in writing to the contrary and shall be promptly returned undamaged and unmarked at the end of the project under which they were created or upon Alex Chilton Design's request.
- (l) Where Alex Chilton Design provides white label work to the Customer as part of the Service, such services are provided to the Customer only and not to any third party that the Customer contracts with independent of the agreement between Alex Chilton Design and the Customer. Alex Chilton Design will not be liable to any third party in respect of the white label work and the Customer shall indemnify Alex Chilton Design against all costs, claims and liabilities arising from any such third party claim.

### 2. CUSTOMER'S OBLIGATIONS

- (a) The Customer shall be solely responsible for providing Alex Chilton Design with all necessary information concerning its goods/services (including the scope of use required, rules of use, any relevant restrictions, any relevant statutory and regulatory controls and, if applicable, industry codes of practice), the market and generally. Alex Chilton Design shall not be responsible for any shortcomings in such information. The Customer accepts that its knowledge and experience in its industry sector and of its goods/services is vital in this regard.
- (b) The Customer shall be responsible for procuring all necessary permissions, licences and consents which may be required for the provision of the Service unless Alex Chilton Design has expressly agreed in writing to be responsible.
- (c) The Customer warrants that it either owns or holds the necessary licences in respect of materials supplied by it to Alex Chilton Design in connection with the provision of the Service and shall indemnify Alex Chilton Design against all costs, claims, liabilities and losses if this is not the case. The Customer is responsible for ensuring that all materials supplied by or on its behalf to Alex Chilton Design for use in connection with the Service do not infringe any law or regulation. The Customer is responsible for informing Alex Chilton Design of any changes which might affect the Service.

- (d) The Customer shall be responsible for signing off work in writing when requested in accordance with any agreed time schedule and generally in a timely manner. If Alex Chilton Design is required to amend/redo work that has previously been signed off then an additional charge will usually be incurred.
- (e) The Customer must supply Alex Chilton Design with all required materials in accordance with agreed work schedules and the Customer recognises that failure to do so is likely to result in delay and/or additional charges.
- (f) Failure of the Customer to meet any of its obligations is likely to affect the ability of Alex Chilton Design to meet deadlines and lead times and in such circumstances Alex Chilton Design has the right to require that an appropriate adjustment is made.

### 3. PITCHES

- (a) All intellectual property rights in and title to any material created by Alex Chilton Design and shown at a pitch remains with Alex Chilton Design.
- (b) All ideas and concepts of Alex Chilton Design which are disclosed to the Customer as part of a pitch are confidential and shall remain the property of Alex Chilton Design and unless the same shall come into the public domain (other than by reason of a breach of a duty of confidentiality due to Alex Chilton Design) the Customer shall not use any such ideas or concepts itself or disclose them to a third party without written permission from Alex Chilton Design.
- (c) All pitches (other than those where purely the credentials of Alex Chilton Design are shown) shall be charged for at a previously agreed fee.
- (d) Save where Alex Chilton Design is commissioned in response to a pitch, all pitch materials including, but not limited to, photography, sketches and mood boards must be promptly returned to Alex Chilton Design and no copies shall be kept by the Customer.

### 4. DELIVERY

- (a) Alex Chilton Design will use its reasonable endeavours to meet Customer timescales however the delivery times of the Service stated by Alex Chilton Design are reasonable estimates and Alex Chilton Design shall not be responsible for any delay that is not directly attributable to the fault of Alex Chilton Design or due to circumstances beyond Alex Chilton Design's reasonable control. Time shall not be of the essence unless expressly agreed in writing.
- (b) The Customer must inform Alex Chilton Design if any materials to be supplied as part of the Service are not received either on the due date of delivery or within a reasonable period of time following the Customer being notified of them being sent.
- (c) Alex Chilton Design is not responsible for any loss of material after it has been delivered to the Customer or in accordance with its instructions.
- (d) In the event that Alex Chilton Design is unable to perform any of its obligations in respect of the Service then if such delay or failure results from events, circumstances or causes beyond its reasonable control then the following shall apply:-
  - (i) Alex Chilton Design will be entitled to a reasonable extension of time for performing such obligations; and
  - (ii) either party may cancel the contract by giving the other party 14 days' written notice if the delay on non-performance continues for a period of 12 weeks or more; this clause does not affect Alex Chilton Design's right for payment for work carried out up to the date of suspension/cancellation.

### 5. CONTRACT PRICES/TITLE

- (a) The fee for the Service is as set out in the proposal or specification. Any agreed additional work or modifications to the Service outside of the agreed scope of work will be charged as an additional fee.
- (b) Unless expressly stated any fixed fee or estimate given by Alex Chilton Design does not include charges for third parties or sub-contractors whose work is delivered as part of the service under the management of Alex Chilton Design.
- (c) The Customer shall be responsible for all reasonable expenses incurred by Alex Chilton Design in the delivery of the Service. This may include, for example, studio costs, storage, photocopying, printing, proofs, photography, custom fonts, costs of any sub-contractors or suppliers or manufacturers engaged by Alex Chilton Design, materials, accommodation, travel, subsistence, mail and courier together with any local taxes.
- (d) The fees, cost of third party suppliers not included in the fees, other charges made pursuant to these terms, expenses, VAT, and local taxes shall constitute the contract price ('Contract Price').
- (e) Any estimate given of any part of the Contract Price is based upon information available to Alex Chilton Design at the time and the estimated number of hours to perform the Service and unless otherwise specified shall remain valid for 30 business days, all errors and omissions excepted. All estimates must be treated as an estimate only and not as a fixed price for the Service unless expressly stated in the proposal or specification. Alex Chilton Design reserve the right to withdraw or amend an estimate at any time prior to the formation of contractual relations.
- (f) Save as agreed on a case by case basis (to include the making of payments in advance) Alex Chilton Design will usually invoice the Contract Price to the Customer on a date/dates specified within the proposal or specification and unless a fixed fee has been agreed then the fee charged will be based upon the actual number of hours spent performing the Service and in accordance with the hourly rates set out in the rate card current at the time. Unless a payment plan has been agreed or an extended payment period has been agreed all invoices are to be paid within 15 days of the date of the invoice. Payment of the Contract Price shall be made in GB Pounds Sterling. Alex Chilton Design is entitled to charge statutory interest on any late payment.
- (g) Fees must be paid by bank transfer or by cheque (using such payment details as are notified by Alex Chilton Design to the Customer from time to time).
- (h) Any queries the Customer has on an invoice must be brought to Alex Chilton Design's attention within 7 days of receipt.
- (i) Any estimate of the Contract Price assumes delivery of the Service to the principal business address of the Customer or as stipulated in the proposal or specification and additional charges may be incurred if delivery is required to another address.
- (j) All estimates assume all content supplied by the Customer to Alex Chilton Design is in a format suitable for reproduction. Unclear documents or resource materials supplied to Alex Chilton Design by or on behalf of the Customer that cannot be used without preparation may result in an additional charge.
- (k) Any work that could not reasonably have been anticipated and taken into account when preparing a fee estimate (including but not limited to the conversion of file types, the supply of photographic material not of print quality or time spent locating and extracting items from a large volume of Customer material), then this may result in additional charges.
- (l) Alex Chilton Design shall be entitled to make an additional charge should it become necessary to work unsocial hours to meet any agreed timeframe although wherever it is practicable to do so Alex Chilton Design will notify the Customer before such work is undertaken.
- (m) Alex Chilton Design reserve the right to require Customers to pay up to 50% of the Contract Price (and any third party costs) before the commencement of work. Alex Chilton Design will notify the Customer of any such requirement and in such circumstances payment in full must be made before Alex Chilton Design will commence work.
- (n) Further to 5(m) above, Alex Chilton Design reserve the right to require Customers to pay up to a further 25% of the Contract Price at design sign-off stage.

- (o) Unless agreed in writing the Customer may not withhold payment of any part of the Contract Price or any expenses or other monies due to Alex Chilton Design.
- (p) All approved third party costs may be invoiced prior to commissioning and Alex Chilton Design reserves the right to wait until such costs have been paid before commencing work.
- (q) Any property or intellectual property forming part of the Service shall only pass to the Customer when the full Contract Price for the Service has been paid.
- (r) The Contract Price will usually be payable in accordance with a payment plan agreed with the Customer. Alex Chilton Design reserve the right to withhold or suspend the Service including the delivery of work where any payment or part thereof is outstanding.
- (s) The Customer shall pay Alex Chilton Design's expenses incurred by or in connection with recovery of monies owed by the Customer to Alex Chilton Design.
- (t) All estimates make provision for one round of Customer amends during the artwork design stage and any additional amends during this stage or amends at any other stage will be charged for as additional work.
- (u) If Alex Chilton Design is required to proof materials supplied by a third party then additional charges will be incurred unless this has been expressly agreed as part of the Service.

## 6. INTELLECTUAL PROPERTY

- (a) On completion of the Service and payment of the Contract Price in full and subject to any third party rights in the Work (as identified by Alex Chilton Design) the Customer shall receive:
  - (i) subject to 6(a)(ii) the copyright and design rights belonging to Alex Chilton Design in the final front end work selected for implementation including any two dimensional graphic design solution, branding, logo, logo-type, corporate identity, music, film, photographs, digital page layout, front-end user interface and front end content ("the Work").
  - (ii) A non-exclusive licence to use any commonplace features and aspects of the Service that are generally found in projects of a similar nature and which do not give uniqueness to the Service and the intellectual property rights belonging to Alex Chilton Design in all coding and programming required for the use of the final selected work including any pre-existing templates, work and materials belonging to Alex Chilton Design or any third parties, content management system for updating the work or similar programming tools and any other elements of the Service which are not part of the visual appearance of the final selected work ("the Back End Work").
  - (iii) The Service does not include any interest in publicly available, royalty-free, free issue or open source work or features incorporated into either the Work or the Back End Work
- (b) **SCOPE OF USE**  
The Customer shall not, without prior express written approval from Alex Chilton Design, use the Work of Back End Work for any purpose outside of the scope of the brief.
- (c) **LICENCES**  
The Service does not include, and the Customer must obtain, all relevant licences for the operation of proprietary software required for the maintenance, running and operability of a website or otherwise in relation to the Service and/or any media upon which any materials delivered by Alex Chilton Design as part of the Service are stored.
- (d) **NEW DEVELOPMENT**  
The Customer acknowledges that any new inventions, designs or processes which evolve in the provision of the Service shall belong to Alex Chilton Design unless the development and ownership thereof by the Customer was an express part of the Service of Alex Chilton Design.

## (e) FONTS

- (i) Alex Chilton Design may use licensed fonts in the provision of the Service. Any such use is personal to Alex Chilton Design and it may be necessary for the Customer to obtain at its own cost a licence for the enjoyment and use of the Work. Alex Chilton Design is not liable for any failure of the Customer to hold the necessary licence(s).
- (ii) Alex Chilton Design may use open source fonts in the provision of the Service. Alex Chilton Design will not grant any licence or give any warranty in respect of such fonts.

## (f) RESERVATION OF TECHNICAL AND ARTISTIC CONCEPTS

Alex Chilton Design will not infringe the rights of the Customer in the Work but reserve exclusive ownership of and the right to use all other designs, concepts, ideas or intellectual property developed during the course of the Service.

## (g) MULTI DESIGNS

If more than one design solution/concept is chosen by the Customer and this was not provided for in the agreed specification for the Service an additional fee will be payable by the Customer.

## (h) SUBCONTRACTORS' INTELLECTUAL PROPERTY

- (i) Alex Chilton Design will use reasonable endeavours to procure an assignment of the appropriate rights of its subcontractors, which are incorporated in the Work.
- (ii) Customers are reminded that photographers, illustrators and film producers often retain ownership of the original work and may demand that it is returned undamaged, although this should not restrict the Customer's use within any negotiated usage rights.
- (iii) Rights in stock photography and music will always be non-exclusive unless Alex Chilton Design has expressly agreed to acquire exclusivity of usage for the Customer. The Customer indemnifies Alex Chilton Design against any cost, claims and liabilities where it continues to use such work outside the scope of the negotiated usage rights.

## (i) ORIGINALITY

- (i) Alex Chilton Design warrants that its own design work is original and that it will not knowingly or negligently infringe the rights or intellectual property of a third party but (unless expressly agreed to the contrary in writing) it is the Customer's sole responsibility, to make all appropriate searches or enquiries in this regard at the appropriate time. Beyond the scope of this warranty, Alex Chilton Design shall have no liability to the Customer in respect of any infringement or alleged infringement of intellectual property of any third party or passing off.
- (ii) Alex Chilton Design gives no warranty as to whether the Work meets any criteria for the registration of intellectual property rights and shall have no liability to the Customer in respect of any failure to register.
- (iii) Alex Chilton Design is not responsible for deciding when and what clearance searches should be carried out in respect of preliminary work or proposals put forward by Alex Chilton Design.

## (j) MORAL RIGHTS

Alex Chilton Design hereby reserves and asserts all moral rights in the Work and the Back End Work created during the Service.

## (k) FURTHER ASSURANCE

Alex Chilton Design will, at the cost of the Customer, execute such documents and do such things as are reasonably necessary to give effect to this clause.

## 7. CANCELLATION OF CONTRACT

- (a) The Customer shall be entitled to cancel the Service upon at least one month's written notice and upon cancellation shall pay to Alex Chilton Design all fees due for work undertaken by Alex Chilton Design up until the date of cancellation (or when the cancellation is by the Customer, up to the end of the stage of work during which the agreement was cancelled). This includes work undertaken by its subcontractors and all disbursements, expenses and third party costs commissioned by Alex Chilton Design which cannot be cancelled. In such circumstances, no rights or interest in work produced by Alex Chilton Design or its sub-contractors will pass to the Customer.
- (b) Any materials relating to any design solutions presented by Alex Chilton Design prior to cancellation shall be returned forthwith.
- (c) Alex Chilton Design shall be entitled to cancel the contract immediately if any part of the Contract Price (for any work being undertaken for the Customer) is outstanding (but not formally disputed) 30 days after the due date or if the Customer shall go into liquidation, receivership (or if proceedings are issued in relation thereto) or equivalent or if it shall enter into an agreement with its creditors. In such circumstances no rights or interest in work produced by Alex Chilton Design or its sub-contractors will pass to the Customer.
- (d) Alex Chilton Design reserve the right to immediately cancel the Contract if in its reasonable opinion the continuing involvement with the Customer or the Service might be inappropriate in the circumstances (such as where the relationship has, in Alex Chilton Design's opinion, broken down) or is or might be damaging to the goodwill and reputation of Alex Chilton Design, or where the nature of the project has materially changed or where the Customer undergoes a change of control. In such circumstances Alex Chilton Design will be entitled to be paid for all of its work up until the date of cancellation and subject to payment in full, the Customer shall be entitled to select and will receive the intellectual property rights in accordance with clause 6 in one of the design solutions that have been presented to the Customer prior to cancellation.
- (e) The Customer may suspend provision of the Service for up to such period as is agreed by Alex Chilton Design and in such circumstances Alex Chilton Design shall be entitled to invoice the Customer for all fees due up to the end of the current stage of the work (or if there are no such stages up to the date of suspension) commenced by Alex Chilton Design prior to the actual date of suspension as well as all disbursements, expenses and third party costs commissioned by Alex Chilton Design which cannot be suspended or cancelled. If the suspension continues for more than 60 days then Alex Chilton Design have the right to cancel the contract immediately and the provisions of clause 7(a) shall apply.
- (f) After any period of suspension Alex Chilton Design reserves the right to review and where it is appropriate and reasonable, increase any costs or fees (including third party fees where applicable) stated in the proposal or specification. In such circumstances previously agreed time schedules for delivery of the Service will not apply and the Customer and Alex Chilton Design will agree a new timetable for delivery.

## 8. DUTY OF CONFIDENTIALITY

- (a) Each party will use its best endeavours to preserve the confidential information of the other and will comply with the other's reasonable requirements in this regard. The Customer recognises that Alex Chilton Design's methods of working and pricing structures are proprietary and are not generally in the public domain.
- (b) Each party shall comply with the obligations under the Data Protection Act 1998 relating to the use and storage of personal information.
- (c) Alex Chilton Design rely upon the Customer to inform it if any information or material supplied to Alex Chilton Design in connection with the provision of the Service is particularly confidential and where appropriate, all such materials supplied to Alex Chilton Design should be marked accordingly.

## 9. CUSTOMER'S RESPONSIBILITY FOR IMPLEMENTATION

- (a) Unless it is agreed as part of the Service full responsibility for implementation, display, electronic integration and compatibility, back up, production and manufacture of graphic designs or work incorporating graphic designs shall remain with the Customer, although the Customer acknowledges that failure to consult Alex Chilton Design on implementation or its failure to implement any of Alex Chilton Design's recommendations may result in unsatisfactory implementation.
- (b) The Customer shall indemnify Alex Chilton Design in respect of any claim howsoever arising under consumer protection or other legislation other than due to a breach by Alex Chilton Design of its obligations under the contract.

## 10. LIMITATION OF LIABILITY

- (a) None of the following provisions in this clause shall exclude or limit the liability of Alex Chilton Design for fraud or fraudulent misrepresentation or for death of personal injury caused by the negligence of Alex Chilton Design or its agents.
- (b) To the extent permitted by law the liability of Alex Chilton Design under the contract or in tort shall not exceed the greater of the sums paid by the Customer under the contract or such sum as shall be recoverable (as distinct from the amount of cover) by Alex Chilton Design in respect of any claim under any insurance policy effected by Alex Chilton Design from time to time.
- (c) Alex Chilton Design shall not be liable for any indirect or consequential loss, loss of sales, loss of profit, loss of production, loss of opportunity, loss or damage to goodwill, loss of reputation, any packaging or distribution cost, or as a result of changes to the work by the Customer or a third party.
- (d) If the Service includes the provision of subcontractors by Alex Chilton Design then Alex Chilton Design will advise on and procure the services of subcontractors who Alex Chilton Design are satisfied are reasonably professionally competent but Alex Chilton Design shall not be liable for the goods and services provided by a sub-contractor. Alex Chilton Design will, at the cost of the Customer, provide the Customer with reasonable assistance resolving matters with a sub-contractor arising from unsatisfactory goods or services.
- (e) Where an error is found in any delivered work (of whatever nature), which is the responsibility of Alex Chilton Design then to the extent permitted by law, Alex Chilton Design's liability shall be limited to correcting or replacing the work at its discretion.
- (f) The Customer accepts reasonable tolerances in relation to the Service including but not limited to those in respect of overs/unders, colour and finish. Alex Chilton Design is not responsible for any colour variation between proofs that are signed off and final printed materials. Extra charges will be incurred if a Customer requires proofs to be prepared for sign-off to exactly the same quality and finish as the final printed material.
- (g) Alex Chilton Design shall not be responsible for any errors apparent in artwork, copy or proofs that have been signed off by or on behalf of the Customer.
- (h) Notwithstanding the provisions of clause 10(f), Alex Chilton Design will not be responsible for any colour discrepancy with design work created as part of the Service unless Alex Chilton Design has itself signed off proofs in an appropriate form prior to printing.
- (i) Alex Chilton Design shall not be responsible for any dissatisfaction attributable to the provision of incorrect information supplied by the Customer or its agents and suppliers or any changes made by the Customer and/or its agents or suppliers which affects the Service delivered by Alex Chilton Design and Alex Chilton Design should not be expected to question any such information or change that is provided to it.

## 11. PUBLICITY AND EXAMPLES

- (a) Once the Service has been made available to the public or has been disclosed to third parties in a non-confidential environment, then Alex Chilton Design shall have a reasonable right of publicity (including the inclusion in any book or publication or collection of Alex Chilton Design's work) in respect of the work (and its use by the Customer) created during the Service and the Customer will provide Alex Chilton Design with at least six samples of any printed work derived from the Service for the promotion of its business.
- (b) Alex Chilton Design shall have the right to identify itself in a reasonable manner as the provider of the Service to the Customer.
- (c) The Customer shall give reasonable attribution to Alex Chilton Design as the creator of the work arising from the Service.
- (d) Alex Chilton Design reserves the right (where it considers it appropriate) to require any reference or attribution to be removed from work provided as part of the Service.
- (e) Nothing in this clause shall compromise the moral rights of Alex Chilton Design in respect of the work created by it as part of the Service.

## 12. RESTRICTIONS

- (a) The Customer agrees that whilst Alex Chilton Design is providing services to it and for a period of twelve months thereafter it shall not:-
  - (i) approach (directly or indirectly) any of the employees, consultants or freelancers of Alex Chilton Design regarding the possibility of them providing services directly to the Customer independently of Alex Chilton Design.
  - (ii) contract directly with any subcontractor or supplier of Alex Chilton Design in a manner that might disrupt the relationship of Alex Chilton Design with that subcontractor or supplier.

## 13. GENERAL

- (a) Nothing in these terms are intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, appoint any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- (b) Neither party shall be in breach of these terms nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.
- (c) The contract with the Customer constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (d) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in writing as part of the contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- (e) No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- (f) If any provision or part-provision of this agreement is or becomes

invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

- (g) If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 14. LEGAL

- (a) This agreement shall be subject to English law and under the exclusive jurisdiction of the English Courts.
- (b) To the extent permitted by law these terms shall govern the agreement between Alex Chilton Design and the Customer and all other terms implied by law are excluded.
- (c) No one other than a party to this agreement shall have any right to enforce any of its terms.
- (d) The Customer shall not, without the prior written consent of Alex Chilton Design assign, transfer or subcontract any of its rights or obligations under these terms.
- (e) In the event of a dispute a senior representative from Alex Chilton Design and the Customer shall meet to see if it can be resolved and the parties shall consider (but shall not be obliged) to agree to submit to mediation or other alternative dispute resolution otherwise all disputes shall be resolved through the Courts.
- (f) Alex Chilton Design is the trade name of Alex Chilton Design Limited a company registered in England and Wales under company number 5774316 whose registered office is at 1 Hurlingham Studios, 1 Ranelagh Gardens, London SW6 3PA.