

WILL MORLEY

STANDARD TERMS & CONDITIONS

PARTIES AND ENTIRE AGREEMENT

1. These terms and conditions, together with the proposal (the Proposal), constitute the entire agreement between William Morley (the Designer) and the client(s) (the Client(s)) to whom the Proposal is addressed for the work (the Project) specified in the Proposal. The Agreement is made when the Client accepts the Proposal.

THE PROJECT

2. The Designer agrees to carry out the Project for the price and on the basis specified in the Proposal.
3. The Client agrees to pay the Designer for the work specified in the Proposal.
4. The Client will also reimburse the Designer for:
 - a. incidental and out of pocket expenses reasonably incurred by the Designer in carrying out the Project; and
 - b. travel expenses for travel, if any, approved by the Client.
5. Unless otherwise specified, the price specified in the Proposal excludes external costs such as hosting, art licensing and photography.

THE PROPOSAL

6. The Proposal is the document submitted by the Designer specifying the scope of the Project, nature and timing for delivery of the Designer's work, fees, expenses and other provisions (with such changes as may be agreed in writing between the parties from time to time).

EXPIRY OF PROPOSAL

7. The Proposal will expire 45 days after the date it is submitted to the Client (or, if the parties agree in writing to amend the Proposal before it has been accepted, 45 days from the latest amendment) unless the initial deposit mentioned below has been paid.

STRUCTURE OF THE PROJECT AND LIMITATIONS

8. Three rounds of change requests are included in the price for the Project for the Client to provide feedback. A round consists of substantive change requests on the work - that do not go beyond the original scope of the Project - followed by material revision of work. After these three rounds, any additional changes within the original scope will be charged at a daily rate specified in the Proposal.
9. A round of change requests must take place within 48 hours of receipt of the work, unless otherwise agreed in writing. After 48 hours of receipt of the work (or the otherwise agreed length of time), the round of feedback is deemed to be complete and any further change requests made will be part of the following round.
10. The Client shall provide a single point of contact for the Project including any support services, from which all feedback and change requests will be taken, unless otherwise agreed in writing.

CHANGES TO PROJECT SCOPE

11. Prices quoted only include the work specified in the Proposal.
12. If the Client wishes to change the scope of the Project after acceptance of this agreement, the Client must provide a written change order specifying in reasonable detail the changes required.
13. The Designer will respond with a statement of revised terms proposing availability, additional fees, changes to delivery dates and any change required to these terms and conditions.
14. The Designer will only be obliged to carry out work beyond the original scope if the Client agrees the revised terms in writing.

FEES

15. Unless otherwise specified in the Proposal, payment is due in three instalments.
16. A non-refundable deposit of 50% of the total price for the Project is payable in advance upon agreement of terms.
17. An instalment of 25% of the total price for the Project is due before work is handed over for the third round of change requests.

18. The balance of the price is due five London business days after the Designer confirms the Project has been completed in accordance with the Proposal.

PAYMENTS

19. All other daily rate charges, costs and expenses will be billed monthly in arrear and payable within 30 days of itemised invoicing to the Client.
20. Any payments that are more than seven days overdue will bear an additional charge of 5% per month on the amount overdue.
21. All payments must be made without deductions for taxes, charges, bank or transfer fees, exchange rate costs or similar amounts and without set-off for any other costs or claims.
22. Payments must be made:
 - a. in EUR by bank transfer to:

Mr W D Morley
IBAN: NL84BUNQ2291049216
 - b. in all other currencies according to the payment details specified in the proposal.

DELAYS

23. The Client will use all reasonable efforts to provide necessary information, materials and approvals for the work to progress. Any delay will result in a day-for-day extension to any delivery dates for the work agreed in the Proposal.
24. Any delay beyond the reasonable control of either party including but not limited to natural disasters, acts of government, acts of God, fire, flood and power failures will not be considered a breach and will result in a day-for-day extension of any performance due.

ACCREDITATION AND PROMOTION

25. The Designer will be entitled to place accreditation, as a hyperlink, in the form, size and location incorporated in the work delivered to and seen by the Client as part of the Project. The Designer may reproduce, publish and display his work on the Project and the final product in the Designer's

websites and portfolios, in galleries, design media and pitches for the purposes of recognition of creative excellence, professional advancement or business development.

SUPPORT SERVICES

26. During the first three months following final payment, the Designer will provide support services at no extra cost, limited to a total amount of hours specified in the Proposal. Support services means commercially reasonable technical support and assistance to maintain and update the work delivered for the Project including correcting errors and deficiencies. Requests for additional support will be billed at a rate specified in the Proposal.

LEGAL & COPYRIGHT

27. The Designer will be the sole owner of all work and intellectual property produced for the Client until the final instalment and any outstanding invoices for costs, expenses and additional charges have been paid in full. Until then, the Designer will be entitled to retain and withhold access to any deliverables for the Project including but not limited to the website, design assets and login details. After all such payments have been made, the Designer will retain copyright to all the deliverables but grants a non-exclusive, perpetual and world-wide licence to the Client to use and display the final deliverables of the Project in their original form as at completion of the Project.

28. The Client will indemnify the Designer for any losses, costs or expenses resulting from action or claims by a third party against the Designer due to materials included in the deliverables for the Project at the request of the Client. The Client has sole responsibility for checking and verifying whether the Client is entitled to use materials provided by the Client or requested by the Client for inclusion in the Project.

29. Whilst the Designer will take reasonable care to deliver the work to an acceptable standard in accordance with the scope of work, the services of the Designer and the work product are sold "as is" in all circumstances. The maximum liability of the Designer for any costs, claims or damages arising from the Designer's failure to perform, breach or negligence related to the Project will be limited in aggregate to 50% of the total price for the Project. In any event, the Designer will not be liable for any lost data or content, lost profits, business interruption or any indirect losses or damages under any circumstances.

30. This Agreement will be governed by Dutch law. Both parties submit to the non-exclusive jurisdiction of the Dutch courts to settle any disputes arising from this Agreement.

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