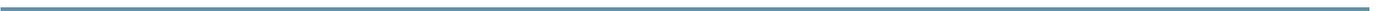


COSH
DESIGN

Terms & Conditions



Project acceptance

Written quotations can be provided by Cosh Design for any design services to be supplied. Upon acceptance of the quote, the customer agrees to abide by the terms and conditions set out here. No other terms or conditions will supersede Cosh Designs terms, unless agreed in writing. A quotation must be accepted in writing with an appropriate purchase order reference or an official order. No work can be scheduled or undertaken before any written confirmation has been received.

Invoices and payment

Once a project is complete, or if it has been agreed that a project can be part invoiced, all invoices will be due for settlement **two weeks from the date of issue**. In certain situations, Cosh Design may issue **pro-forma invoices which must be paid within one week**.

If payment is not received on the due date, a late payment charge will be added to the overdue amount.

A late payment, compound interest charge, of 8%, (plus the Bank of England base rate for B2B transactions), of the total invoiced amount including VAT, will be made against all outstanding bills for every week, or part thereof, for that amounts remain unpaid.

Any cost incurred through third party agencies in relation to the debt will also be claimed. Any charges incurred by Cosh Design from our suppliers for late payment of goods or services supplied to our client will also be passed on. An updated invoice with any accrued amounts will be sent on a weekly basis.

Credit facilities

Cosh Design does not offer, beyond the standard two week invoice payment period, any other credit facilities.

Cosh Design may, at it's discretion offer such facilities at a later date. At such time Cosh Design reserves the right to apply to any number of external credit reference agencies for information before approving any facility. Cosh Design reserves the right to make subsequent checks and, where appropriate, suspend or withdraw any credit facilities and make a demand for full settlement of any outstanding amounts.

Intellectual property

Design, design development and artwork production

The IP rights to any visuals supplied as part of a new business pitch belong to Cosh Design, regardless of whether or not Cosh Design is successful in securing a customer's business.

Cosh Design owns the intellectual property rights to all on-going design, design development work and artwork. If a customer wishes to purchase the rights to a particular project, they may apply in writing to Cosh Design.

A one-off charge equal to 25% of the project value will be applied to each application for IP rights.

Cosh Design also retains the right to use any visuals or final design work to promote the services of Cosh Design.

Licensed or royalty free imagery

Cosh Design will make every effort to secure the correct licences for imagery purchased on behalf of a customer.

Where a customer supplies imagery for use in design and artwork projects, it is the responsibility of the customer to ensure all IP rights have been applied for and granted to the customer and its agents to use the imagery. Cosh Design cannot be held responsible for any issues arising from imagery supplied by the client, that is subsequently found to be infringing any IP rights.

By agreeing to these terms and conditions, customers agree to indemnify Cosh Design against any issues arising from imagery supplied by the client.

Withdrawal of service

Cosh Design reserves the right to withdraw its services and cancel any contracts at any given time. A letter giving notice of withdrawal will be issued in such cases.

Project cancellation

Should Cosh Design feel it necessary to cancel a project or a customer decides to cancel a project before completion, Cosh Design reserves the right to invoice for all work completed up to the date of cancellation.

Withdrawal of services from 3rd parties

Cosh Design may choose to act as a re-seller for certain services such as website hosting. Any costs associated with these services will be passed on to customers at full value. Cosh Design reserves the right to add a handling or administration charge for such services. Where outstanding invoices are not settled by the due date, Cosh Design may, at its discretion, cancel or withdraw services without further notice, until full settlement is received.

Loss of service

Cosh Design accepts no liability for loss of service, unavailability of files, damage to data, misuse of equipment by 3rd parties failure of any externally managed equipment or communications devices or other services deemed to be beyond Cosh Design's control.

Privacy policy

Cosh Design operates a closed policy on publicity and distribution of information and will not at any time, divulge your name, address, telephone number, account details or electronic mail address to any non-legal third party and will only divulge your information to any legal establishment where it is deemed to be in the best interests and operation of Cosh Design.

Cosh Design, reserves the right to amend, without notice, any or all of the above terms.