



## TERMS AND CONDITIONS

**Subject to express agreement to the contrary, all orders written and verbal, are accepted on the understanding that the following terms apply to each and every business transaction. All prices exclude VAT where appropriate.**

**ORDERS:** Estimates are based on Skye Creatives current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

**PAYMENT PLAN:** All orders will be associated with a pre-agreed payment plan usually involving a deposit. These will be discussed before the work is accepted and will form part of the contract between both parties. Print orders will be invoiced on a short credit term of 5-10 days. In some cases, payment will be required up front for print orders.

**CREDIT ACCOUNTS:** Initial orders will be on a Pro-forma basis unless otherwise agreed in a specific contract. Following acceptable references, credit accounts will be opened and services will be invoiced on account, otherwise a Pro-form invoice will be issued. Trade references should be from brand name suppliers with whom several transactions have been made within the last six Months.

**PAYMENT OF ACCOUNTS:** A deposit is required from any new client before any work is carried out. It is the Skye Creatives policy that any outstanding accounts for work carried out by Skye creative or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Skye Creative. Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. If accounts are not settled, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.

**TERMS FOR CREDIT ACCOUNT CUSTOMERS:** Invoices are payable strictly within 30 days of invoice date unless otherwise specified in a contract. Failure to settle within 30 days may result in the delay of further deliveries. Overdue accounts will be subject to a 3% charge per Month, calculated daily and due immediately.

**TERMS FOR NON-CREDIT CUSTOMERS:** Pro-forma invoice payment must be received as cleared funds before the goods/services are released.

**RETENTION OF TITLE:** Ownership of goods/services shall not pass to the customer until Skye Creative has received in full all sums due to it in respect of the goods and all other sums, which become due to the company from the customer on any account.

**INTELLECTUAL PROPERTY RIGHTS:** The intellectual property of all design and photography always remains with Skye Creative and reproduction must only take place with express permission in writing.

**MISCELLANEOUS COSTS (1):** All quotes for design assume the supply of all images in a finished format suitable for reproduction unless otherwise stated in the quote. If extra work is needed to bring the images to reproduction standards, and extra charge by the hour will be levied. This rate will be agreed prior to the job commencing.

**MISCELLANEOUS COSTS (2):** All quotes assume the supply of text in a finished format suitable for reproduction unless otherwise stated in the quote. If extra work takes place to amend the supplied text to achieve reproduction standards, an extra charge by the hour will be levied. This rate will be agreed prior to the job commencing.

**CLAIMS:** Damage must be reported in writing to the carriers and to Skye Creative within 3 days of delivery signed for as "damaged, contents unexamined".

**MISSING PARCEL(S):** If any parcel does not arrive within 14 days of invoice date, we must be notified in writing immediately.

**WARRANTY:** Faulty goods will be replaced or repaired subject to our inspection. Faulty goods must first be returned for our inspection. We reserve the right to refuse badly packaged returns. Design or material changes to improve the product are not considered grounds for complaint.

**DESIGN AND PHOTOGRAPHIC CREDITS:** All design and photography will be accredited to Skye Creative where appropriate, in the form of a small graphic within the document unless otherwise stated within the contract.

**DELIVERY COSTS:** All prices exclude delivery and courier costs unless otherwise stated in the contract

**LIABILITY** Skye Creative shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the customer arising from delay in transit, whether as a result of Skye Creative negligence or otherwise. Whilst every endeavor will be made to ensure that the service provided be it a website, brochure, in store pos or any item produced by Skye Creative on behalf of a client are free of errors, Skye creative cannot accept responsibility for any losses incurred. Insofar as is permitted by law where work is defective for any reason, including negligence, Skye Creatives liability (if any) shall be limited to rectifying such defect. Where Skye Creative performs its obligations to rectify defective work under this condition the customer shall not be entitled to any further claim in respect of the work done nor shall the customer be entitled to treat delivery thereof as a ground for repudiating the contract, failing to pay for the work or cancelling further deliveries.

**INSOLVENCY** Without prejudice to other remedies, if the customer becomes insolvent (namely, being a company is deemed to be unable to pay its debts or has winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him) Skye Creative shall have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him. Any unpaid invoices shall become immediately due for payment.

**FORCE MAJEURE** Skye Creative shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his reasonable control including (without limiting the foregoing): Act of God; legislation; war; fire; flood; drought; inadequacy or unsuitability of any instructions, electronic file or other data or materials supplied by the customer; failure of power supply; lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute; or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to Skye Creative elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

Walkers Farm  
Heyshott, West Lavington  
Midhurst, West Sussex  
GU29 0DZ

telephone +44 (0)1730 817771  
fax +44 (0)1730 813836  
email [info@skyecreative.co.uk](mailto:info@skyecreative.co.uk)  
web [www.skyecreative.co.uk](http://www.skyecreative.co.uk)