

Terms & Conditions

1. These terms and conditions should be read and understood (where applicable in conjunction with any quotation provided by Nickel Design) and structure an obligatory agreement between the client(s) and Nickel Design.

2. These terms and conditions apply in full and exclude all other terms and conditions whether provided by the client or any third party unless previously agreed by Nickel Design in writing.

3. Nickel Design do, in consideration of the payment to them by the client of the fees as accepted in the quotation, agree to provide the goods and/or services described in the same quotation subject to these terms.

4. The client will co-operate with and act in good faith towards Nickel Design and provide on request such source materials including those listed in the quotation.

5. Nickel Design may charge additional fees in the event of delays or additional works caused or required by the client, including its failure to provide Nickel Design with such information, materials, instructions, media or approvals, as are reasonably required for the supply of the works, appropriately and/or on time. Nickel Design also reserves the right to make additional charge in the event of changes to the cost of labour, materials, services and other conditions outside of Nickel Design reasonable control, or the client requires the supply of additional or varied works, goods and services in addition from those described in the quotation to which these terms apply.

6. If the client requires any change or alteration to the works stated in the quotation, Nickel Design and the client shall, prior to any change being implemented, will agree the nature of the change, the procedures for implementation of such a change; and the deviation to the quotation in respect of the fees. Nickel Design will continue to provide the goods and/or services described in the quotation until any such change has been formally proposed and agreed by both parties.

7. In consideration of, and upon payment of, the fees in full, the client shall have the rights of Use as set out. Such rights shall take effect on receipt by Nickel Design of the fees. Where no such rights are specified the client is granted a non-exclusive licence to use the works for the purpose described in the quotation. Rights of Use shall be extended only with the consent of Nickel Design and payment of additional fees.

8. Nickel Design warrants that it will use reasonable efforts to ensure that the works do not infringe the copyright of any third party. However Nickel Design accepts no responsibility for any infringement of copyrights to any third party, this responsibility lies firmly with the client.

9. The client shall inspect the works regularly and shall inform Nickel Design immediately if it wishes to reject any part of the works

because such do not comply with the quotation or are defective in material and workmanship; if the works do not comply with the quotation or are defective in material and workmanship Nickel Design liability shall be limited to correcting such defects within a reasonable time.

10. Client shall only be entitled to reject the Works because such do not comply with the quotation or are defective in material and workmanship Rejection without good reason shall be deemed a breach of these terms.

11. Nickel Design liability for any loss or damage direct or otherwise and howsoever caused whether intended or not, including negligence, or otherwise shall not exceed the amount invoiced by Nickel Design to the client hereunder. Nickel Design shall not be liable to Client for any consequential loss or damage.

12. When instructions or advice are given or received orally by Nickel Design, it shall have no liability to Client for any misunderstanding or misrepresentation, which may arise in relation thereto except in relation to fraudulent misrepresentations. Nickel Design shall have no liability to the client in respect of the materials.

13. Nickel Design gives no warranty, representation or undertaking in relation to any third party materials or works. Prior to any selection, use or reproduction by the client of works, Nickel Design shall use reasonable efforts to, on reasonable request, provide the client with copies and evidence of such rights, clearances, permissions and licences as shall be necessary for the use of the works by the client.

14. Nickel Design shall be entitled to immediately restrict, suspend or terminate the works and the client's use of any works and or terminate this Agreement upon the client's material breach of this agreement (including without limitation the non-payment of any sum as and when due) unless the client remedies such breach within 14 days of its occurrence. Nickel Design will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of Nickel Design including without limitation Internet outages, communications outages, fire, flood, war or act of God.

15. The client may not unilaterally cancel its order of the works or otherwise terminate this agreement (except for material breach by Nickel Design of a fundamental term of this agreement) at any time without full payment of the fees.

16. During the course of this Agreement and for a period of 12 months afterwards, the client shall not solicit the staff or third party contractors of Nickel Design or entice them to transfer their employment or services.

