Handstand Creative Ltd

All quotations and price lists are given and all orders and contracts accepted by Handstand Creative Ltd on these Terms and Conditions, which supersede any terms incorporated or referred to by Handstand Creative Ltd whether in the Order or in negotiations, and any course of dealing established between the Customer and Handstand Creative Ltd AND the customer's delivery to Handstand Creative Ltd of the documents and/or digital files relating to the work shall be conclusive evidence of acceptance of these Terms and Conditions by the customer.

Important

These Terms and Conditions modify and restrict certain obligations implied by law into contracts of goods and services. They also limit the extent of Handstand Creative Ltd's liability. These Terms and Conditions shall apply in any action against Handstand Creative Ltd whatsoever arising, whether the action be founded in contract, tort or otherwise.

Terms and Conditions of Trade

1. Limit of liability

a) Loss, Damage, Destruction, Detention or Misdelivery of documents.
i. Handstand Creative Ltd's liability shall be solely in respect of the value of the documents and not in respect of the documents themselves for which Handstand Creative Ltd shall be under no liability whatsoever. If the value of the documents separately or in the aggregate exceed the value of £10.00, the maximum aggregate liability of Handstand Creative Ltd shall not exceed £10.00 unless Handstand Creative Ltd has been notified in writing, at or before the time of delivery of the document, or documents to Handstand Creative Ltd, that the value of the documents exceeds £10.00 and the value of the same is given PROVIDED ALWAYS that the liability of Handstand Creative Ltd in respect of any claim or series of claims arising from any one act or connected acts shall not exceed in the aggregate of £2,000.00.
ii. Handstand Creative Ltd shall be under no liability whatsoever in respect of any documents that are of a fragile or impermanent nature or otherwise in bad or imperfect condition, or of documents delivered to Handstand Creative Ltd not relating to the work undertaken Handstand Creative Ltd.
iii. Handstand Creative Ltd shall be under no liability unless loss, damage, destruction, detention or misdelivery has been caused by wilful neglect or default of Handstand Creative Ltd.
b) Defects in work
Handstand Creative Ltd shall be under no liability in respect of defects in any work undertaken by Handstand Creative Ltd which have not been notified to Handstand Creative Ltd within 7 days of the customer receiving the defective work.
c) Refusal to work
Handstand Creative Ltd may at any time, notwithstanding prior acceptance of any order, refuse to undertake or complete all or part of such order, or shall be under no liability whatsoever to the customer in respect of such refusal, but the customer shall be liable to pay Handstand Creative Ltd for any work done, on a pro-rata basis.
d) Other liability, howsoever arising
Further in entering into this contract the customer expressly agrees that in respect of any other liability than that set out in 1(a), (b) and (c) above (for the avoidance of doubt, but without restricting the ambit of those provisions, any liability other than that in respect of loss, damage, destruction, detention or misdelivery of documents, and defects in work undertaken by Handstand Creative Ltd, or refusal by Handstand Creative Ltd to undertake to undertake of complete the work), howsoever arising, of Handstand Creative Ltd in the execution of this contract is limited to a sum not exceeding the fee agreed to be paid to Handstand Creative Ltd for the work undertaken.
e) Proviso
PROVIDED ALWAYS THAT nothing in these Terms and Conditions shall affect Handstand Creative Ltd's liability under the Unfair Contract Terms Act 1977 for death or personal injury caused by any negligence of Handstand Creative Ltd.

2. Delivery

The times given by Handstand Creative Ltd for the completion of the work and delivery of the completed work are given as best estimates only. Handstand Creative Ltd shall be under no liability for loss in respect of any failure to deliver or complete within the estimated time nor shall the customer be entitled to rescind the contract on this account. Delivery of the completed or partly completed work shall in all events be at the customer's risk and expense.

3. Sub Contracting

Handstand Creative Ltd may engage sub-contractors to perform work on any part thereof on behalf of Handstand Creative Ltd. Handstand Creative Ltd may enter into contract for themselves, their servants and agents, and on behalf of their sub-contractors, agents and servants all of whom shall have the benefit of the contract and these Terms and Conditions.

4. Payment

Any customer who does not have an account with Handstand Creative Ltd shall pay 50% of the estimated cost of the contract upon placing the order and the balance shall be paid upon collection of the work by the customer, or upon dispatch of the work from Handstand Creative Ltd's premises. Until payment in full is received Handstand Creative Ltd shall be entitled to retain both the results of the work and any originals from which it may have been produced. Customers who have an existing account with Handstand Creative Ltd will be invoiced for work. Accounts shall be subject to payment within 21 days unless otherwise agreed in writing. Handstand Creative Ltd may terminate any account at any time and any monies owing will be payable without notice.

5. Copyright and Trademark Protection

The customer undertakes that all work delivered to Handstand Creative Ltd shall not infringe any copyright, trademark, registered design, or other proprietoral right of any third party and shall not be defamatory or otherwise render Handstand Creative Ltd open to legal action whatsoever and howsoever caused or arising which Handstand Creative Ltd may sustain, incur or pay, in connection with the services provided from the contract. The customer will indemnify Handstand Creative Ltd in respect of any loss, cost or damage arising in respect of any action or claim in this regard.

6. Force Majeure

Handstand Creative Ltd shall not be liable to pay compensation to the customer or any other person for any breach of contractor default of Handstand Creative Ltd caused by act of God, insurrection or civil disorder, act of terror, war or military operations, national or local emergency, acts or omissions of Government, highway authority or competent authority, industrial disputes of any kind (whether or not involving Handstand Creative Ltd employees), fire, lightning, explosion, flood, subsidence, inclement weather or any cause beyond it's reasonable control.

7. Lien

Handstand Creative Ltd shall have a lien on all documents and any other subject matter delivered to it by the customer, for its charges for work and for monies owing from the customer, and failing the payment of such charges and monies within a reasonable time following request for payment. Handstand Creative Ltd may sell all or any of the documents in partial or complete satisfaction thereof.

8. Construction

Each provision of this contract is to be constructed as a separate item applying and surviving if for any reason one or other of the said provisions is held not to be binding.

9. Headings

Heading of Terms and Conditions are for convenience only and shall not affect the construction hereof.

10. Governing Law

English law governs the contract. Any dispute arising out of or in connection with this contract shall be determined by the Courts of England and Wales.