

# Terms & Condi- tions



# Solid Block Terms & Conditions of Service

These are our Terms & Conditions of Service which will apply to you if you use any services from Solid Block including: branding and identity, consultancy, graphic design, packaging and website design.

We appreciate this isn't the most interesting document to read, but it helps establish our rights and obligations and gives certainty to our relationship.

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## 1. INTRODUCTIONS

1.1. We are Solid Block Limited, a limited company registered in England and Wales under company number 8941312 with our address at 7 The Close, Norwich, Norfolk, NR1 4DJ, England ("Solid Block").

1.2. You are a Solid Block customer who has engaged Solid Block to perform Services on your behalf or on behalf of the business that you work for (the "Client"). Unless we are notified otherwise, we will assume that you are contracting on behalf of the business that you work for.

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## 2. INTERPRETING THIS AGREEMENT

This clause helps set out some key definitions and rules of interpretation which apply throughout these Terms & Conditions of Service (the "Agreement").

### 2.1. Definitions:

Creative Brief: a statement created by Solid Block describing the Project outcomes, process, fees and the estimated timeline for the provision of the Services by Solid Block in accordance with this Agreement (as updated from time to time throughout the course of the Project with the agreement of the parties); or in the absence of such statement, the Project scope agreed: by the parties in writing (including email); by the parties by telephone; or a by Solid Block expressly accepting a written request for Services from the Client;

Creative Designs: all information, content, designs and materials developed by Solid Block in relation to the Project in any media, including: website designs, web pages, graphics, data, diagrams, reports and specifications (including drafts);

Creative Suppliers: any third parties commissioned for the Project, such as photographers, illustrators copyrighters, freelance designers and web developers;

Final Design Assets: the final version of the Creative Designs;

Intellectual Property Rights: any patents, trade marks, service marks, copyright, database rights, moral rights, design rights, unregistered design rights, domain names, rights in get-up, topography

rights, know-how, confidential information and any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in England or any other part of the world together with any goodwill relating or attached to such rights;

Project: the project as described in the Creative Brief;

Project Process: the process detailed at <http://www.solidblock.co.uk/approach/> (unless Solid Block notifies the Client of an alternative approach for the Project);

Services: the services provided by Solid Block under this Agreement. This can include: branding and identity, consultancy, graphic design, packaging, website design and any ancillary services; and

Third Party Materials: any third party materials used in the Services.

2.2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

2.3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2.4. The terms 'including', 'include', 'in particular' or any similar expression shall be illustrative only and are not intended to limit the sense of the words preceding those terms.

2.5. The headings of the clauses of this Agreement are for convenience of reference only and are not intended to be part of, or affect, the meaning or interpretation of this Agreement.

2.6. A reference to 'writing' or 'written' includes faxes and email unless stated otherwise.

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### 3. APPLICATION OF THIS AGREEMENT

3.1. This Agreement will:

3.1.1. apply to and be incorporated into any Project between Solid Block and the Client upon the Client sending Solid Block a request for Services; and

3.1.2. apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

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### 4. SOLID BLOCK'S OBLIGATIONS

4.1. Solid Block shall:

4.1.1. provide the Services with reasonable care and skill;

4.1.2. use reasonable endeavours to follow the Project Process, manage and complete the Project and to deliver the Creative Designs and the Final Design Assets to the Client in accordance with the Creative Brief;

4.1.3. use reasonable endeavours to comply with the timeline set out in the Creative Brief. The timeline is based on estimates only and time will not be of the essence for the performance of the Services;

4.1.4. engage any Creative Suppliers for the commission of any part of the Services; and

4.1.5. make the amendments to the Creative Designs and the Final Design Assets as requested by the Client to the extent that the provision of such amendments are included within the scope of the Project in the Creative Brief. Where a proposed amendment is not factored into the Creative Brief, this will be deemed to be outside of the Project scope and will be charged at Solid Block's then current hourly rates in addition to the agreed Project fees.

## 5. CLIENT'S OBLIGATIONS

- 5.1. The Client will:
- 5.1.1. attend any meetings requested by Solid Block pursuant to the Project Process;
  - 5.1.2. provide access to its premises during the Client's normal business hours for any site visits requested by Solid Block;
  - 5.1.3. provide any sample Client services or products reasonably requested by Solid Block;
  - 5.1.4. promptly review and feedback on the Creative Brief, the Creative Designs, the Final Design Assets and any other communications sent to the Client by Solid Block pursuant to the Project;
  - 5.1.5. promptly provide all such information, materials, co-operation and assistance reasonably required by Solid Block pursuant to the Project;
  - 5.1.6. be responsible for: hosting of websites; domain name registration; obtaining specific fonts; creating back-ups of the Creative Designs and Final Design Assets; obtaining video and image stock licences and any additional licences required for the operation and/or running of websites; and undertaking any legal checks on brand names and any designs provided through the Services. These items are the Client's responsibility and must be obtained by the Client at the Client's cost;
  - 5.1.7. sign-off and approve any printed items and proof copies of such items in writing (including email) to confirm that they are to the Client's satisfaction. The Client will be deemed to approve such items if no issues are raised by the Client in writing to Solid Block within seven days of receiving such items; and
  - 5.1.8. sign-off and approve the Creative Designs in writing (including email) at each stage of the Project Process and the Final Design Assets to confirm that they are to the Client's satisfaction. Upon approval, the Client assumes all risk and responsibility for the Creative Designs and the Final Design Assets (as applicable). The Client must notify Solid Block within seven days if receiving the Creative Designs or the Final Design Assets (as applicable) of any amendments, errors, spelling mistakes or legal issues relating to the Creative Designs and the Final Design Assets or any interoperability issues with a website provided as part of the Project. The Client will be deemed to approve the Creative Designs and/or the Final Design Assets (as applicable) if no issues are raised by the Client in writing to Solid Block within fourteen days of receiving such items.
- 5.2. Delay: If Solid Block's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client or the Client's agents, sub-contractors or employees, Solid Block will not be liable for any delay in the Project. For any such delays exceeding two weeks duration, the Client shall pay to Solid Block on-demand any costs or expenses incurred by Solid Block as a result of the delay.
- 5.3. Non-Solicitation: The Client shall not, without the prior written consent of Solid Block, at any time from the date of this Agreement to the expiry of six months after the completion of the Services, solicit or entice away from Solid Block or employ or attempt to employ any person who is, or has been, engaged as an employee, agent or contractor of Solid Block. Any consent given by Solid Block under this clause will be subject to the Client paying to Solid Block a sum equivalent to 30% of the then current annual remuneration of Solid Block's employee, agent or contractor or, if higher, 30% of the annual remuneration to be paid by the Client to such employee, agent or contractor.

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## 6. FEES AND PAYMENT

- 6.1. Unless otherwise agreed in writing, the Client will pay a deposit of 33.33% of the Project fees prior to the commencement of the Services, a further 33.33% of the Project fees upon receiving an invoice from Solid Block and the remaining Project fees and any other fees under this Agreement will be payable upon approval of the Final Design Assets by the Client.
- 6.2. The Client will pay Solid Block the Project fees set out in the Creative Brief as well as any additional fees under this Agreement within seven days of the date of the relevant Solid Block invoice.
- 6.3. All amounts due under this Agreement will be paid by the Client to Solid Block in full without any set-off, counterclaim, deduction or withholding.
- 6.4. Unless otherwise stated, any fees exclude:
- 6.4.1. VAT (or any similar sales tax in force from time to time) (where applicable);
  - 6.4.2. the cost of any ancillary expenses reasonably incurred by Solid Block in connection with the provision of the Services, including travel and accommodation (where applicable); and

- 6.4.3. the cost of any materials or services reasonably and properly provided by Creative Suppliers (where applicable).
- 6.5. The fees detailed in clauses 6.4.1 to 6.4.3 will be invoiced by Solid Block.
- 6.6. Without prejudice to any other right or remedy that Solid Block may have, if the Client fails to pay Solid Block by the relevant invoice due date, Solid Block may:
- 6.6.1. charge interest on such sum from the due date for payment in accordance with the Late Payments of Commercial Debts (Interest) Act 1998, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
- 6.6.2. suspend the Services, including suspension of hosted websites. Please note: suspension of hosting or web servers due to non-payment could result in a negative effect on your website's SEO and rankings.
- 6.7. All payments payable to Solid Block under this Agreement will become due immediately on termination of this Agreement, despite any other provision. This clause is without prejudice to any right to claim for interest or any other right under this Agreement.
- 6.8. Solid Block may, without prejudice to any other rights it may have, set off any liability of the Client to Solid Block against any liability of Solid Block to the Client.
- 6.9. If the Client requests for a website that is provided as part of the Project to be hosted by a different provider, the Client will pay Solid Block on an hourly basis for any assistance required to transfer the website, including setting up any aspect of the server and dealing with correspondence with the new provider.
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## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Client hereby grants to Solid Block a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use the content and materials supplied by the Client for the purposes of the Project only.
- 7.2. All Intellectual Property Rights and all other rights in the Creative Designs and the Final Design Assets shall vest and remain vested in Solid Block.
- 7.3. Upon final payment for the Services, Solid Block licenses all Intellectual Property Rights in the Final Design Assets (to the extent that they do not include any Third Party Materials) to the Client on a non-exclusive, perpetual, irrevocable, royalty-free, worldwide basis to enable the Client to have unrestricted rights to use the Final Design Assets.
- 7.4. The Client acknowledges that the Client's use of rights in Third Party Materials may be conditional on Solid Block obtaining an end-user licence (or sub-licence) of such rights from the relevant licensor. Upon final payment for the Services, Solid Block licences the Third Party Materials used in the Services to the Client in accordance with the licence scope agreed with the relevant licensor.
- 7.5. For Projects involving website development, the Client hereby grants Solid Block permission to place a link in the footer of its website which will link back to Solid Block's website. Solid Block also reserves the right to reproduce the Client's website in its portfolio and in any marketing materials.
- 7.6. The Client warrants that any content (including any text, graphics, photos, designs or other material), instructions or specifications provided to Solid Block in relation to the provision of the Services are the Client's original creations, or licensed from the relevant licensor and will not infringe any third party Intellectual Property Rights. The Client is responsible for undertaking any legal searches and obtaining any licences required for the use of the Final Design Assets.

## 8. INDEMNITY

- 8.1. The Client acknowledges that the Creative Designs and the Final Design Assets have been created in accordance with the Client's instructions and/or specifications and have been approved by the Client. The Client will therefore indemnify and keep Solid Block indemnified against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Solid Block arising out of or in connection with any claim in relation to:
- 8.1.1. any content, information or materials provided by the Client to Solid Block for use in the Services which are of a defamatory, offensive or illegal nature or that infringe data protection or privacy rights; and
  - 8.1.2. actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Creative Designs, the Final Design Assets or any content, information or materials provided by the Client for use in the Services by Solid Block.
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## 9. CONFIDENTIALITY

- 9.1. A party ("Receiving Party") will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party") or its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain ("Confidential Information").
- 9.2. In relation to any Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Disclosing Party and the Receiving Party agree:
- 9.2.1. to treat the Confidential Information in confidence and to use it only for the purpose of discharging the Receiving Party's obligations under this Agreement;
  - 9.2.2. not to disclose the Confidential Information to any third party without the express written permission of the Disclosing Party (except that the Receiving Party may disclose the Confidential Information to its employees, agents and sub-contractors who need access to the Confidential Information in connection with discharging the Receiving Party's obligations under this Agreement and provided that such employees, agents and sub-contractors are made aware of the confidential nature of the Confidential Information and are subject to confidentiality obligations at least as onerous as those set out in this Agreement); and
  - 9.2.3. to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.
- 9.3. Nothing in this Agreement will prevent the Receiving Party from using or disclosing any Confidential Information which:
- 9.3.1. is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person or entity to whom it makes disclosure;
  - 9.3.2. the Receiving Party can show was (i) in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence or (ii) to have been independently developed by the Receiving Party without reference to the Confidential Information;
  - 9.3.3. the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use;
  - 9.3.4. is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
  - 9.3.5. is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, the Disclosing Party is given as much prior written notice as possible of such request.
- 9.4. This clause 9 shall survive termination of this Agreement, however arising.

## 10. LIMITATION OF LIABILITY

- 10.1. The following provisions set out the entire financial liability of either party (including any liability for the acts or omissions of its employees, agents, consultants and sub-contractors) in respect of:
- 10.1.1. any breach of this Agreement howsoever arising;
  - 10.1.2. any use made by the Client of the Services, the Creative Designs, the Final Design Assets or any part of them; and
  - 10.1.3. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with this Agreement.
- 10.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 10.3. Nothing in this Agreement limits or excludes the liability of either party for death or personal injury resulting from negligence or for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.
- 10.4. Subject to clauses 8 and 10.3:
- 10.4.1. neither party will be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
  - 10.4.2. each party's total liability to the other party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this Agreement will be limited to the price paid or payable for the Services provided to the Client by Solid Block giving rise to such claim for damages.
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## 11. TERMINATION RIGHTS

- 11.1. Without limiting any other rights or remedies, either party may terminate this Agreement by providing the other party with at least one month's notice in writing.
- 11.2. Without limiting any other rights or remedies, either party ("Terminating Party") may terminate this Agreement with immediate effect by providing written notice to the other party ("Defaulting Party") on or at any time after the occurrence of any of the events specified below:
- 11.2.1. a breach by the Defaulting Party of its obligations under this Agreement which (if the breach is capable of remedy) the Defaulting Party has failed to remedy within 14 days after receipt of notice in writing from the Terminating Party requiring the Defaulting Party to do so;
  - 11.2.2. an event, including (or similar in nature to) the following:
    - 11.2.2.1. the Defaulting Party is unable to pay its debts as they fall due;
    - 11.2.2.2. the Defaulting Party goes into liquidation either compulsorily (except for the purpose of reconstruction or amalgamation) or voluntarily;
    - 11.2.2.3. a receiver is appointed in respect of the whole or any part of the Defaulting Party; or
    - 11.2.2.4. a provisional liquidator is appointed to the Defaulting Party or the Defaulting Party enters into a voluntary arrangement or any other composition or compromise with the majority by value of its creditors or has a winding-up order or passes a resolution for the voluntary winding-up or has an administrative receiver appointed or takes steps towards any such event; or
    - 11.2.2.5. the Defaulting Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 11.3. If this Agreement terminates for any reason, Solid Block will only charge the Client for Services provided up to the effective date of termination and any financial commitments beyond the effective date of termination which cannot be cancelled.
- 11.4. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

**12.**  
**FORCE MAJEURE**  
**AND UNFORSEEABLE**  
**EVENTS**

Neither party shall in any circumstances have any liability to the other party under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes or illness involving the workforce of Solid Block or any of the Creative Suppliers, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. For the avoidance of doubt, this clause will not apply in respect of England or the United Kingdom leaving the European Union. If the force majeure event continues for a period of four weeks or more, the unaffected party may terminate the Agreement by providing the other party with written notice.

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**13.**  
**VARIATION**

13.1. Solid Block reserves the right at any time to update this Agreement and to impose new or additional terms. If the Client continues to use the Services after being notified of any such modification or additional terms, the Client will be deemed to have accepted these changes and they will be incorporated into this Agreement.

13.2. Subject to clause 13.1, no variation of this Agreement will be effective unless it is in writing and signed by the authorised representatives of the parties.

13.3. If the Client wishes to make a change to the scope of the Project, Solid Block has no obligation to accept the change unless and until the parties have agreed in writing on the necessary variations to the Project fees, the Creative Brief and any other relevant terms of this Agreement to take account of the change.

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**14.**  
**MISCELLANEOUS**  
**CLAUSES**

14.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

14.2. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

14.3. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14.4. The Client shall not, without the prior written consent of Solid Block, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Solid Block may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

14.5. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have

authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14.6. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

14.7. All notices must be in writing and are deemed given when mailed by registered or certified mail, return receipt requested, to the other party's main business address. It is agreed that serving notice by email or fax will not be an effective method of providing notice of a claim under this Agreement.

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**15.**  
**APPLICABLE LAW**  
**AND DEALING WITH**  
**DISPUTES**

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Solid Block is  
a brand design  
agency.

We create  
remarkable things  
to help you stand  
out in a noisy  
world.

Getting in touch  
Should you require any further  
information please don't hesitate  
to contact Solid Block:

T: 01603 393 074

Solid Block Ltd  
Holland Court  
The Cloce  
Norwich  
NR1 4DY

[www.solidblock.co.uk](http://www.solidblock.co.uk)

