

The Set

Terms and Conditions

1. Definitions

The Set – The Legal Set Limited trading as The Set having its principal place of business at 70-76 Bell Street London NW1 6SP

Client - the entity which enters into a contract for the Work with The Set.

Downtime - Time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.

Intellectual Property Rights - copyright, trademarks, service marks, logos, domain names, trade or business names, registered designs, design rights and patents and all applications for the same

Materials – Photographs, written-copy, logos and other printed materials.

Proof - an image of artwork created by The Set or supplied by the Client that requires the Client's approval to confirm it is correct for printing.

Specification – the specification appended to these terms containing the precise details of the Work to be carried out for the Client including, without limitation, the format in which the Materials are to be supplied the fees and the time frame for completion of the Work.

Work - the provision of website and/or other design services and/or software and printing services by The Set for the Client as the details of which are set out in the Specification.

2. The Contract

- 2.1 These terms and conditions shall apply to all contracts for the performance of Work for the Client by The Set to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under any purchase order or confirmation of acceptance or similar document. The Work will not be commenced until the Client has confirmed acceptance of the Specification and in doing so the Client is deemed to have accepted these terms and conditions.
- 2.2 The Specification may be varied or added to, from time to time, in writing and signed by both parties. The changes shall be clearly identified together with the additional or different sums to be paid by the Client.
- 2.3 This Agreement may only be amended in writing signed by the duly authorised representatives of the parties.
- 2.4 Time shall not be of the essence for completion of the Work but The Set will use reasonable endeavours to complete the Work within the time scale provided for in the Specification.

3. Provision of Materials

- 3.1 The Client will supply all Materials and information required for The Set to carry out the Work in accordance with the Specification. The Materials will be supplied in digital format unless otherwise agreed.
- 3.2 Where the Client delays in supplying or fails to supply the Materials or information required the time frame for completion of the Work will be amended to take this into account. If as a consequence of the Client's failure to supply or delay in supplying Materials the work cannot be progressed for a period of more than 21 days then The Set will invoice the Client for any part or parts of the work already completed.
- 3.3 Additional charges may be incurred by the Client where hard copy Materials supplied are not clear or legible or where they require conversion into the correct format or where incomplete information is provided.

4. Preliminary work and Estimates

- 4.1 All work carried out by The Set, whether experimentally or otherwise, at the Client's request shall be chargeable unless otherwise agreed.
- 4.2 Estimates are valid for 30 days. After that an estimate will be subject to review by The Set and increased charges may apply.

5. Fees

- 5.1 Our fees for performance of the Work will be set out in the estimate and/or the Specification. All fees are exclusive of VAT which is payable in addition to The Set's fees at the rate current at the date of invoice. Reasonable out of pocket expenses e.g. for travel to your premises and disbursements for consumables shall be charged in addition to our fees.
- 5.2 Additional Meetings
Fees are quoted on the assumption that there will be two meetings with the Client and The Set, an initial meeting and a full briefing meeting, unless otherwise agreed. Additional meetings will be chargeable on an hourly basis.
- 5.3 Revisions and Changes
Fees are quoted for the Work defined in the Specification and are calculated on a time basis. Fees do not include any revisions or upgrades which are chargeable separately. Where work is carried out in addition to the Specification this will be charged on an hourly basis at the current rate. Details will be supplied on request.

6. Payment Terms

- 6.1 For account clients invoices are payable within 30 days of the date of the invoice. Otherwise payment is required in accordance with clauses 6.4 to 6.6 below.
- 6.2 All payments will be made in pounds sterling and shall be made by cash, cheque or BACS. Payment is not accepted by credit or debit card. The Client shall be responsible for payment of any currency conversion charges and bank charges for transfer to The Set's bank account.
- 6.3 Accounts
Accounts for new clients can be arranged for 30 days credit on supply of two trade references.
- 6.4 Website Payments
 - 6.4.1 Upon acceptance of a commission by The Set an immediate payment of 50% deposit of the total fee will become due and payable by the Client within 14 days of the commencement of the Work unless agreed otherwise. All deposits are non-refundable.
 - 6.4.2 A development milestone will be identified in the Specification when a further 25% will become payable. The remainder (25%) of the fee will be due upon completion of the Work. The Set shall at its sole and absolute discretion be entitled to withhold part or all of the agreed Work and/or Materials whilst any payment is outstanding
- 6.5 Design Payments
All corporate branding Work requires a 50% deposit on agreement of order and requires a fully comprehensive brief. The balance may be required before printing
- 6.6 Print Payments
All printing requires payment on completion unless the Client has an account in place with The Set.

6.7 Consequences of Non-Payment

If payment of any sum due under this Agreement is not made by the Client by the due date The Set shall be entitled to:

6.7.1 Charge interest on the outstanding amount at the rate in force pursuant to the Late Payment Of Commercial Debts (Interest) Act 1998 and for costs and expenses incurred in recovering payment

6.7.2 Require the Client to make an advance payment for any Work not yet carried out

6.7.3 Not provide any further Work

6.7.4 Terminate this Agreement as provided for in clause 16

6.7.5 Retain all Intellectual Property Rights in the Work and shall not release any domain name to another service provider.

7. Print

7.1 Proofing

Electronic PDF Proofs of all Work will be submitted for the Client's approval and The Set shall incur no liability for any errors not corrected by the Client in Proofs so submitted. The Client shall approve the Proofs within a reasonable time, such approval not to be unreasonably withheld or delayed. If the Client requires to see a sample of the finished product this will require a wet proof which shall be charged as an additional charge on the basis of the machine time it takes to set up and run off (approx £250).

7.2 Due to differences in equipment, paper, inks and other conditions between production of a colour printer's proof and the actual production run, a reasonable variation in colour between a colour printer's Proof and the finished product will be deemed acceptable unless otherwise agreed.

7.3 There maybe some variation in colour between the PDF proof and the final printed matter due to calibration of individual PC monitors.

7.4 Changes after proofing

If a client subsequently requests a change after a Proof has been approved The Set will try to make the correction before printing starts but this cannot be guaranteed. Once the Proof has been approved by the Client and submitted to the printer The Set will incur a film/plate charge; consequently any changes made after a Proof has been approved will result in a further film/plate charge and a charge for any additional costs incurred by The Set.

7.5 Print quality

The Set will use reasonable endeavours to obtain good colour reproduction on the Client's Work but because of the nature of the processes involved The Set cannot guarantee an exact match in colour or texture between any Materials with which the Client supplies The Set and the printed article.

7.6 Quantity supplied

The Set will use reasonable efforts to ensure that the exact quantity of items ordered is produced. However, some variation is inherent in the print process and so the Client accepts that minor variations (either over or under) in quantity are possible. These will not affect the price charged.

7.7 Claims

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to The Set within three clear days of delivery (or, in the case of non-delivery, within 28 days of dispatch of the goods) and any claim in respect thereof must be made in writing to The Set and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of dispatch). All other claims must be made in writing to The Set within 28 days of delivery. The Set shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Client proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

8. Websites

8.1 Extent of the Work

Establishing the website on the Internet is limited to the uploading of all necessary files to the hosting company and testing of functionality. No registration of the website with Search Engines will be undertaken unless otherwise agreed with the Client.

8.2 An agreed amount of population of the website content will be included but in the case of large databases of information (for example Ecommerce websites) full population may require an additional charge, unless otherwise agreed. This would also include migration of content from one version of a website to another.

8.3 Hosting

Subject to the terms of business and service level provision of the hosting company The Set will provide web hosting through the hosting package The Set has with a hosting company. Details of these terms are available on request. If the Client uses its own independent hosting company The Set does not accept any responsibility for performance problems of the web site with that independent hosting company.

8.4 The Set shall agree hosting space and bandwidth quotas with the Client. The Set reserves the right to suspend or remove any website exceeding this agreed quota or to charge additional fees for increases in quotas.

8.5 The Set will supply hosting support to the Client after the completion of the Work either by telephone or by email. This may include, but not be limited to, changes via the website control panel or liaising with the hosting company. Hosting support will be charged on an hourly basis as an additional charge.

8.6 Email

8.6.1 The Client agrees to take full responsibility for any emails sent from the Client's website and/or by the Client. The Set shall not be held liable for any such emails.

8.6.2 The Set reserves the right to suspend website and/or email services where it believes that the email service is being abused by, though not limited to, spamming, sending unsolicited bulk emailing, adding people to an email mailing list without their express consent, sending email of an offensive or abusive nature, sending email inciting racial or religious hatred or where required to do so by a court order.

8.7 Domain names

8.7.1 Where the Client requests The Set to arrange for a domain name registration The Set shall endeavour to procure the registration as the Client requests in writing but shall not be liable in the event that the relevant domain name regulatory authority refuses to register the domain name or suspends or revokes any registration.

8.7.2 The Client warrants that the domain name sought is not a trademark, trade name or business name of a third party and no other Intellectual Property Rights subsist in such domain name.

8.7.3 Where the Client has registered their domain name independently The Set does not accept liability for problems in accessing that domain name or setting up hosting or email accounts for it. Additional charges may be incurred by the Client to cover costs associated with a domain name registered independently.

8.8 Website Updates and Site Maintenance

Updates and maintenance are charged hourly. If the Client wishes to introduce new material in the form of extra pages, additional functions, or more information than is already available on the Client's site, this must be paid for as a separate Work.

8.9 Ecommerce/Revenue related projects

The fees The Set may charge for an ecommerce or revenue related website are not related to the number of sales or monies earned from that website by the Client. Any additional work required to increase sales or earnings from a website will be charged accordingly.

8.10 Search Engine Listings

8.10.1 The Set does not guarantee listings or ranking on search engines and the Client accepts that it is search engines and not The Set who determine whom they list.

8.10.2 When a website is produced to replace an existing website there is a possibility that the website will lose some search engine positioning under certain keywords due to changes in content, structure or format of the website. Whilst a website will generally (within 3 months) be picked up again by the search engines this cannot be guaranteed and The Set does not accept any liability for loss of search engine listing or ranking due to the development of a new website. Search engine optimisation services will be charged separately where requested as part of the Work or otherwise an additional charge will be made on an hourly rate.

8.10.3 The search engine positioning and visitor statistics reports service The Set provides does not guarantee improved listing on Search engines. This service just allows The Set and the Client monitor how the website is performing and allows The Set to suggest ways in which the website can be improved.

9. Acceptance of work

9.1 On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify The Set, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to The Set as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, the Work cannot subsequently be rejected, and the contract will be deemed to have been performed and the balance of any payment will become due.

9.2 If the Client rejects the Work within the 7 day review period or will not approve subsequent Work performed by The Set to remedy any points reported by the Client as unsatisfactory and The Set, in its sole discretion, considers that the Client is acting unreasonably, the Set will terminate the contract and may take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment and may suspend the website.

10. Intellectual Property Rights

10.1 The intellectual property rights in all general artwork, commissioned artwork, illustrations, website design, programming and copy created or produced as part of the Work belong to The Set. This includes any images or other such material purchased by The Set for use in the Work (see 10.4).

10.2 The Client warrants that it either owns or is otherwise entitled to use all the Intellectual Property Rights in any Materials provided by the Client to The Set. The Client agrees to indemnify The Set in respect of all damages, losses, claims, proceedings, demands, costs and expenses suffered by The Set arising from the use of Materials supplied by the Client in breach of third party Intellectual Property Rights.

10.3 The Set reserves the right to use any artwork or printing The Set produces for the purposes of promoting The Set's services unless the Client requests otherwise in writing.

10.4 On completion of the Work and after all outstanding fees owed to The Set have been paid the copyright of the Work will be assigned to the Client on request.

11. Confidentiality

11.1 The Set agrees to keep all confidential information regarding the business and affairs of the Client confidential and to maintain confidentiality and security with regard to access to the administration areas of websites including, without limitation, source codes and passwords or FTP access information. Such information shall only be used for the purposes of this Agreement.

11.2 The obligations in 11.1 shall not apply to information in the public domain (unless disclosed by a breach of this Agreement) or where information is required to be disclosed by law or by order of a court of competent jurisdiction.

12. Data Protection

- 12.1 The Set will make all reasonable efforts to procure the security of any personal data transmitted to it for the purposes of providing marketing services on behalf of the Client.
- 12.2 The Client warrants that all personal data transferred to The Set for marketing purposes has been obtained in accordance with the data protection principles and following correct procedures under the Data Protection Act 1998 ("the 1998 Act") and that the processing of such data for marketing purposes will not infringe the rights of any data subjects or breach any of the data protection principles or other provisions of the 1998 Act. The Client agrees to indemnify The Set in relation to all damages, losses, claims, demands, proceedings, costs and expenses suffered by The Set arising as a consequence of any third party claims for a breach of the 1998 Act by the Client.

13. Third Party Contractors

- 13.1 The Set may, directly or through an intermediary request another contractor ("Third Party Contractor") to carry out some of the Work. Third Party Contractors would be commonly used to provide a specific service of technology relating to a website project but may also refer to a particular print requirement of the Client. The Client will be informed if a 3rd party contractor is to be used
- 13.2 The Set will take all reasonable care in selecting and instructing a Third Party Contractor. .
- 13.3 The Set shall pay the charges of Third Party Contractors on behalf of the Client and recharge them to the Client with its own fees. If work is sub contracted the Client will pay a deposit of up to 50% of the cost of the Work sub-contracted before it is commenced.

14. Illegal matter

- 14.1 The Client warrants that the information provided by the Client for the purposes of the Work is not obscene, defamatory or blasphemous or otherwise contrary to English law.
- 14.2 The Set reserves the right not to print any matter deemed illegal, libelous or offensive, or which may be an infringement of the proprietary or other rights of any third party. The Client agrees to indemnify The Set in respect of any claims, costs and expenses arising out of any libelous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the Client. This indemnity shall extend to any amounts paid for a legal opinion on settlement of or the pursuance of any claim.

15. Liability

- 15.1 Except in the case of death or personal injury caused by The Set's negligence, or unless otherwise provided in this Agreement, The Set's liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the amount paid to The Set under this Agreement.
- 15.2 The Set accepts no liability for any indirect, consequential or special losses or damage which may be suffered by the Client and arise out of or in connection with the performance of the Work including without limitation, loss of profit, business, contracts, revenues or anticipated savings or loss of software, application programs or computer held data arising out of any single claim, event, or series of related claims or events (including claims based on negligence).
- 15.3 The Client shall fully and effectively indemnify The Set from and against all losses damages claims demands costs and expenses suffered by The Set arising from infringement of third party Intellectual Property Rights or other losses caused to third parties as a consequence of the Client's supply of information or instructions.
- 15.4 The Client acknowledges that by entering into this Agreement it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement and any conditions or warranties implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

16. Termination

- 16.1 The Set may terminate this Agreement at any time by giving written notice to the Client if the Client;
- 16.1.1 fails to make payment of any amount on the due date;
- 16.1.2 unreasonably delays in or fails to provide Materials or any required information or instructions or approval of printing Proofs or approvals generally for a period longer than 30 days.
- 16.1.3 the Client becomes insolvent or ceases or threatens to cease to trade, or if an order is made or a resolution passed for the winding up of the Client, or if an administrator, administrative receiver or receiver is appointed over the whole or part of the Client's assets or business, or if the Client makes any composition or arrangement with its creditors.
- 16.2 Where the Work to be performed is of a continuing nature either party may terminate this Agreement by giving one month's written notice to the other.

17. Consequences of termination

If this Agreement is terminated by either party prior to completion of the Work then the following shall occur:-

- 17.1 Any Work not paid for will be chargeable to and payable by the Client forthwith;
- 17.2 No refund of any payments made by the Client will be made by The Set;
- 17.3 The Intellectual Property Rights in any Work created by The Set shall remain with The Set unless paid for in full by the Client;
- 17.4 Termination of the Agreement shall not affect any rights of the parties accrued up to the date of termination.

18. Third Party Rights

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

19. Waiver

No failure or delay by The Set in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

20. Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

21. Assignment

- 21.1 The Client may not assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the Set.
- 21.2 The Set may assign and transfer all its rights and obligations under this agreement to any person to which it transfers all of its business.

22. Force Majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than three months, either party may terminate this Agreement by written notice to the other party without incurring further liability but any accrued rights and obligations remain in force.

23. Entire Agreement

This Agreement contains the whole agreement between the parties in respect of the Work and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

24. Law

These terms and conditions shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.