Terms and Conditions

GARDINER DESIGN ASSOCIATES
Member of Chartered Society of Designers

Definitions
The 'Agency' is Gardiner Design Associates (GDA).
The 'Client' is the party or any person acting on their behalf who enters into a contract with the 'Agency'.

1. Application of Conditions
a). All contracts entered into, all orders accepted, and all quotations issued by the Agency are subject to these Terms and Conditions.
b). Prices for goods supplied or Work done are based on the cost to the Agency of time goods materials labour and transport (including the costs of conforming with obligations imposed by statute or Government Order) ruling at the date when such prices were quoted or in the absence of a quotation when such prices were agreed.
c). In the event of the Agency incurring additional labour materials goods transport costs in carrying out Work for the Client owing to changes by the Client or third-party or other working conditions or increase in labour rates and market prices unknown at the date of the Agency quotation or the date when the contract was entered into the Agency will charge the Client with such additional costs.
d). All Prices are subject to VAT at the current rate.
e). All third-party goods the Agency supply are subject to the manufacturers' respective Terms and Conditions Guarantees and Warranties.
f). The Agency will provide the Client with a written estimate or quotation by email. The Client is to indicate acceptance by sending the Agency a purchase order or an email or verbally acknowledging acceptance of the estimate or quotation which binds the Client to accept the Agency Terms and Conditions.

2. Orders and Delivery
Orders are accepted and delivery dates are agreed subject to the Agency can secure the necessary labour goods and materials. The Agency accepts no responsibility if delivery of the service goods or materials or execution of Work is delayed or prevented by any cause beyond the Agency control including (but without derogating from the generality of the foregoing);
a). Strike lock-out labour disturbance restriction, ban on overtime or force majeure.
b). Reduction or stopping of output at the works of makers of any goods or materials required.
c). Failure by the Client or any third party to observe any provisions of the National Labour Agreements issued by the Association of Event Organisers (AEO); Local Authority Building Control (LABC); Building Regulations 1984 and any amendment thereto; The Gas Safety Regulations 1998; Communications Act 2003; Electricity at Work Regulations 1989; Health and Safety at Work etc Act 1974.
d). Failure by Client or third-party to carry out their part of the Work or otherwise perform their obligations when required.
e). Failure by the Client or third-party to give instruction or supply necessary information plans documents drawings files origination or approval in due time.

3. Payment
a). Unless otherwise agreed in writing 50% (fifty percent) of the agreed contract price shall be paid on the Agency acceptance of the Client order and the balance shall be payable in full 14 days on delivery of the goods ordered from the Agency or on the completion of the Work or several payments during the project.
b). A charge made of 8% (eight percent) plus the Bank of England base rate of the due date of settlement on late payment of invoices.
c). If the Agency is prevented from the delivering of services, goods or materials or executing Work by any cause beyond the Agency control the Client shall pay the Agency on a quantum meruit basis for any services, goods or materials supplied and for all Work done or other obligations incurred by the Agency on the Client behalf.
d). If the Client shall fail to pay any account when due or in the case of death incapacity bankruptcy or insolvency of the Client or where the Client is a company in the case of liquidation or the appointment of a receiver the price of all goods or materials invoiced and/or delivered and the cost of all Work already invoice and/or carried out shall immediately become due and payable and also on the occurrence of any such event property on hire to the Client and/or to suspend delivery of further goods or materials or the execution of further Work under the contract without prejudice to the Agency right to recover any loss sustained.

4. Agency Fee
a). The Agency fee for the design services, unless otherwise agreed, allows for a maximum of two concepts per brief for the Client to select from. If the Client is not satisfied with the first round of Work the Agency will develop a further round to the same brief. If after the second round there is still no agreement from the Client on the direction the Agency reserve the right to bring to an end any agreement with the Client and charge for any Work done by the Agency with no refund of a deposit or payments already made.
b). The Agency fee, unless otherwise agreed, allows for a maximum of one major and two sets of minor Client amendments after which time there are additional charges at the Agency rate. Moving photos and text around the page means the Agency is doing layout changes and that's a major amendment. Changing a short text phrase means the Agency is doing a minor amendment.
c). The Agency fee for website design services, unless otherwise agreed, allows for one home page design template for approval before development and build of a site commence. Once the design template is approved by the Client the development and build stage will commence; any changes thereafter to the site structure, functionality, navigation, colour palette or design that requires amendments to the agreed templates will incur an additional charge.
d). At the end of each stage of the design process, the Client will proofread and check all Agency Work and provide their approval of the stage in writing. No further design or development will be undertaken until the Agency receives written approval confirmation. Any subsequent amendments to work after signed approval will incur an additional charge at the Agency rate for further time spent by the Agency plus materials. Where the Client specifically waives any requirement to examine proofs or check the details and dimensions on drawings and plans the Agency are indemnified by the Client against any and all errors in the finished Work.
e). The Agency fee will allow for meetings at key stages for a reasonable length of time between the Agency and the Client. Project-specific meetings with any third party architect, engineer, contractor, supplier etc. and ongoing site meetings will incur additional charges at the Agency rate for time spent. Mileage, travel, subsistence and out-of-pocket expenses are charged extra.
f). The Agency reserves the right to commission freelance support or outsource any project.
g). When payment is overdue, the Agency may suspend work, service and/or delivery without notice and prejudice to any other legal remedy until due payment has been made. Furthermore, any work started but incomplete may be suspended and payment, therefore, becomes immediately due and payable, notwithstanding anything expressed herein, and any monies in respect of.
h). Unless otherwise agreed in writing, Work will usually commence within ten working days of a purchase order and deposit receipt.
i). The Agency only enters into design pitches where the Agency fees, materials and expenses are reimbursed in full whatever the outcome.

5. Goods supplied by the Client
All goods, materials, plant, equipment, fittings, digital files supplied by the Client or a third party shall be of sound construction and suitable for the purpose for which they are to be used.

6. Recovery of Goods
Until the property in the Goods passes to the Client, the Agency shall be entitled to enter the premises of the Client or third party where the Goods are held and repossess the Goods. All costs incurred by the Agency to repossess Goods will be charged to the Client.

7. Access and Property
a). Where in the course of the contract Work is carried out in existing buildings or use is made of private roads or paths or other property shall the Agency be entitled to assume in the absence of a written notice to the contrary from the Client that such buildings roads paths or other property are safe and suitable to be used and that all necessary licences have been obtained.
b). The Agency is not responsible for any damage to any building roads paths or other property including vehicles and shall be indemnified by the Client against all claims in respect thereof save only where the same shall arise because of negligence on the Agency part.

8. Deliveries and Handling
All deliveries and handling are made to the Client and third party premises or venue at ground floor entrance only and adequate assistance to offload and placement must be provided by the Client unless otherwise arranged and agreed with the Agency.

9. Abortive work
In the event of the Work being abandoned for whatsoever reason by the Client payment of the Agency fees materials goods and labour shall be made up to and inclusive of the Work stage in progress.

10. Dimensions
All dimensions shown on the Agency or third party drawings, plans, sketches, artworks, proofs, drafts, brochures, catalogues, website and other marketing advertising material is approximate unless stated otherwise.

11. Competing Interests
The Agency sometimes works with Clients with competing interests. The Agency ensures absolute confidentiality on every project. The Agency cannot offer exclusivity without a reciprocal Client commitment.

12. Events and Exhibitions
a). The Client shall comply with all conditions imposed by the Organisers or Promoters of the event exhibition conference roadshow and shall be solely responsible for obtaining the written consent of such Organisers or Promoters to any modification or waiver of such conditions which may be required.
b). All goods materials plant equipment or fittings supplied by the Agency in connection with an Event or Exhibition shall be on Hire to the Client unless otherwise stated. The Client will reimburse the Agency for any loss or damage to any of the same while on hire. The period of hire shall begin on the date when the Client takes possession of the items to be hired or on the date when the event or the exhibition opens (whichever shall be earlier) and shall end when the items on hire are collected and removed by the Agency after the close of the event or exhibition.

13. Intellectual Property and Credits
a). All estimates quotations specifications sketches scamps design logos artworks drawings plan photographs renders drafts mood boards models code samples prepared by the Agency for the information of the Client remain the Agency property and are copyright. They must not in whole or part be submitted to or copied or digitally transferred stored shared or otherwise made use of by the Client or any other party.
b). The Agency will be fully reimbursed for the damage neglect loss by the Client or others of the Agency property held in their possession or care.
c). The Intellectual Property Rights (IP) in the Agency design and Work, including that of subcontractors, belong to the Agency.
d). The Client agrees to allow the Agency to [1] place a small credit on any/all printed material, and/or [2] a link to the Agency's website on the Client's website and [3] to identify the Agency by a copyright notice that the Agency as the author of the Agency work wherever the Agency Work is displayed and used.
e). Any Intellectual Property Rights (IP) infringements are pursued seriously by the Agency.

14. Colour variations
The Client should be aware that due to a variety of factors there will be variance in colours shown between in-house proofs, colours on-screen, printer's proofs and final printed items. These factors are determined by the source of the print or visual (each output source e.g. the Agency printer, the Client printer, the imagesetter, the monitor etc. will differ from the other), the types of inks, paints, pigments, dyes or make-up of colours (Pantone colours can vary significantly depending on what stock or substrate they are printed on), the type of print process (short-run digital or longer-run litho printing), the substrate (paper, card, plastic etc.), users individual preferences (ambient and/or artificial light, personal computer settings etc.) and several other reasons. As a result of this, the Agency cannot guarantee 100% consistency and accuracy of colour on all items and may not always be able to achieve the exact result expected by the Client. The Agency does not accept any liability for colour variations as a result of indeterminate factors.

15. Artificial intelligence
a). Unauthorised downloading, scraping, extraction, harvesting, reproduction, or use of The Agency work, designs, concepts, content, data, or other intellectual property for the purpose of training, developing, testing, or improving artificial intelligence (AI), machine learning, large language models, text-to-image systems, or similar technologies is strictly prohibited without The Agency's prior written consent.
b). The Agency may, at its discretion, utilise artificial intelligence (AI) tools and technologies, including but not limited to generative design, image synthesis, text generation, content enhancement, and data analysis systems, in connection with the creation, development, and delivery of its services and Work. Such AI tools are used solely to support and enhance creativity, efficiency, innovation, and the quality of deliverables, while maintaining appropriate professional oversight and responsibility for all final Work.
To be read in conjunction with addendum (GDA-AI Specific Clauses_June 2026).

16. Digital Materials, Content and Files supplied or specified by the Client
a). It is the Client responsibility to maintain a copy of any original Digital File supplied to the Agency.
b). The Agency shall not be responsible for checking the accuracy of content from a Client or third party supplied digital file.
c). Without prejudice to clause 15(b), if an electronic file is not suitable for outputting on equipment normally adequate for such purposes without adjustment or other corrective action the Agency may make a charge for any resulting additional cost incurred or may reject the file without prejudice to the Agency rights to payment for work is done/material purchased.
d). Any images supplied digitally will be incorporated into designs provided that they are of suitable quality. All images need to be supplied by the Client to the Agency as EPS illustrator vectors for logos and Photoshop tiffs (300dpi min) for pictures.
e). The Client shall supply all written copy in clear and usable digital form (.docx) and shall be entirely responsible for the content.
f). The Agency shall not be required to use, print, upload or hold any matter which in its opinion is or may be of an immoral offensive obscene illegal or libellous nature or an infringement of the proprietary or other rights of a third-party.
g). By supplying text, images and other data to the Agency for inclusion in the Client's website or print the Client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the Client, or the rightful copyright or trademark owner.
h). The Client agrees to fully indemnify and hold the Agency free from harm in any claims resulting from the Client not having obtained all the required copyright, and/or any other necessary permissions.

17. Digital Materials, Content and Files supplied by the Agency
a). It is the Client responsibility to maintain a copy of any original Digital File supplied by the Agency.
b). Files, film and other materials owned by the Agency and used in the production of print plates film setting negatives positives digital files and other production processes together with items thereby produced shall remain the Agency exclusive property.
c). Images sourced from external image libraries by the Agency may incur licence/royalty charges payable by the Client.
d). Typeface and font used in the Agency work may incur licence charges payable by the Client.
e). The Agency will supply proofs and PDF files as appropriate for printing, or other graphic files or as detailed in the job scope. Charges for the Agency work do not cover the release of the Agency design source files, including but not restricted to indd, psd, ai, png, eps, dwg, skp or other source files or raw code; if the Client requires these files for transfer to in-house, other designers or third party the files will be subject to a separate Agency quotation or 'buy-out' charge.
f). The Agency shall have no obligation to retrieve, download, copy, or provide any digital data or files stored on its equipment to the Client or any third party. This applies regardless of the method of delivery, including by disk, portable storage device, tape, file transfer, email, post, or any other electronic or physical means of communication.

18. Other Materials and Services
a). Any materials owned by the Client and supplied to the Agency for the production of the Work shall remain the Client exclusive property. Where content is created or generated by the Agency, the Agency reserves the right, at its sole discretion and where necessary to protect its intellectual property rights, to replace such content with unused material of similar or higher quality.
b). The Agency reserves the right to reject any materials supplied or specified by the Client that, in the Agency's reasonable opinion, are unsuitable for their intended purpose. Any additional costs incurred as a result of unsuitable materials being identified during production shall be payable by the Client. However, the Client shall not be responsible for any portion of such additional costs that could reasonably have been avoided had the Agency not unreasonably delayed in identifying or notifying the Client of the materials' unsuitability.
c). Without prejudice to clause 17(b) where materials are so supplied or specified and that the Agency so advises the Client and the Client instructs the Agency in writing to proceed anyway the Agency will use reasonable endeavours to secure the best results but shall have no liability for the quality of the end-product(s).
d). All software, themes, plugins, code etc. used in a website project remains the property of the creator and any ongoing charges, licence fees or fees for upgrades are the responsibility of the Client.
e). The Agency is not liable for the Client or third party domain name registration, email server or website hosting.
f). The Agency makes every effort to ensure websites are designed to be viewed with the latest versions of the current most popular browsers (Chrome, Safari, Edge and Firefox). The Agency cannot guarantee correct functionality with all desktop and mobile browser software versions across different operating systems. As such, the Agency reserves the right to quote for any Work involved in changing the website design and development for it to work with updated browser software.
g). Due to the vast number of considerations that search engines use when determining a site's ranking, the Agency cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

19. Print Buyer and Media Buyer services
a). The Agency offer the Client a Print Buyer service. In the event, the Client chooses to be the Print Buyer the Agency will not be liable for the contract, pre-press, press, post-press, material, quantities and accuracy of the Work.
b). The Agency offer the Client a Media Buyer service. In the event, the Client chooses to be the Media Buyer the Agency will not be liable for the contract, negotiating of space or rates, the medium, placement and accuracy of the Work.
c). The Agency shall incur no liability for any errors not corrected by the Client where the Client has been provided with proofs. The Client alterations necessitated thereby shall be charged extra at the Agency rate. Additional printer proofs will be charged accordingly. When style type or layout is left to the Agency judgement changes therefrom made by the Client shall be charged at the Agency rate.
d). Where the Client specifically waives any requirement to examine Printer proofs the Agency are indemnified by the Client against any and all errors in the finished Work.
e). Colour proofs; Due to differences in equipment paper inks and other conditions between colour proofing and production runs a reasonable variation in colour between colour proofs and the completed job will be deemed acceptable by the Client.
f). Quantities of materials supplied shall be adequate to cover normal spoilage. Any costs incurred as a result of shortages including re-starting jobs duplicating masters etc will be charged in addition to the agreed price.
g). Variations in quantity; Every endeavour will be made to deliver the correct quantity ordered but estimates are conditional upon margins of 5% (five percent) for work being allowed for overs or unders the same to be charged or deducted.

20. Risk and Storage
a). The Agency shall not be liable and accepts no responsibility for the loss or damage to goods materials equipment exhibits or any other property in transit or entrusted by the Client to the Agency care. The Client should insure accordingly.
b). The Agency shall be entitled to make a reasonable charge for the storage of any Client property left with the Agency before receipt of the order or after notification to the Client of completion of the Work.
c). The Agency is not responsible beyond the completion of Work for storing or archiving designs, drafts, proofs, photographs, illustrations, artwork files or other material used in the design, development and output of a Client's work unless otherwise agreed in writing and subject to charge.

21. Finished Goods
a). Title of Goods does not pass to the Client until the Agency services and goods are paid for in full. The responsibility and risk in the Goods shall pass to the Client at the point of delivery of the goods thereafter.
b). The Client cannot resell or use the Goods in the ordinary course of business until the Agency is paid in full.

22. Liability and Claims
a). If the Work is defective so that the Client may reject it, said rejection must take place within three days of completion or delivery of the service goods materials, failing which the Client will be deemed to have accepted the Work.
b). In the event of all or any claims or rejections, the Agency reserves the right to inspect the Work within ten days of the claim or rejection being notified.
c). The Agency will not be liable for damage, loss or delay to the Client of the service goods materials during transit however caused and all claims by the Client regarding such damage, loss or delay should be made immediately to the carriers concerned.
d). All other complaints and claims must be made in writing to the Agency within three days of completion or delivery. The Agency 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 it was not possible to comply with the requirements and advice (where required) was given and the claim made as soon as reasonably possible.
e). The Agency will not be held responsible for any delays, errors or losses arising from any third party.
f). The Client will fully and completely indemnify the Agency against all actions costs claims and demands whatsoever bough or made against the Agency by any party arising out of the supply or hire by the Agency to the Client of any design service goods materials plant equipment machinery or fittings or because of any work carried out by the Agency or because of the Agency complying with any Intellectual Property Rights, Events and Exhibition Regulations, Local Authority Building Control (LABC), Building Regulations 1984 and any amendment thereto, The Gas Safety Regulations 1998, Electricity at Work Regulations 1989, Communications Act 2003, Health and Safety at Work etc Act 1974, save only where the same shall arise because of negligence on the Agency part.

22.1 The Agency is not liable for any personal injury or injury to property or any other loss or damage direct or indirect and of whatsoever nature caused by or arising out of;
a). Delay or failure to deliver goods or materials or to carry out work from any cause beyond the Agency control.
b). Failure or defect in any goods materials plant machinery or fittings not manufactured by the Agency.

23. Copyright Infringement
The Agency will never knowingly infringe any copyright or trademark and will deliver to the best of the Agency's knowledge creative Work that is original and unique to the Agency. The Agency cannot guarantee the Client exclusivity of any concept, strategy, design or other intellectual property provided. Therefore the Agency will not accept liability for any alleged claim from the Client or any third party as the result of unintentional similarity in part or whole of a third party's copyright protected or registered trademark or brand identity, strapline, colour usage, images, style and content product or otherwise. It is the responsibility of the Client to ensure that no copyright or trademark has been infringed and to make their application for copyright or trademark with the UK Intellectual Property Office if required.

24. Subcontractor, outsourcer or freelancer
a). The subcontractor, outsourcer or freelancer working for the Agency is liable for their insurance, tax, legal, medical, financial affairs, health and safety and risk assessment, and, unless otherwise agreed in writing, are subject to these Terms and Conditions.
b). The sub-contractor, outsourcer or freelancer is subject to the laws of a legal system in the United Kingdom.
c). Any dispute which arises will be referred to a court or arbitration panel in the United Kingdom.
d). The sub-contractor, outsourcer or freelancer will indemnify the Agency against any liability which the Agency incur and which is caused, or contributed to, by anything which the sub-contractor, outsourcer or freelancer does or fails to do in the performance of the business activities or provision of the advertising.
e). The sub-contractor, outsourcer or freelancer has and maintains in force professional Indemnity insurance with a limit of indemnity of not less than £250,000 cover.
f). The sub-contractor, outsourcer or freelancer has and maintains in force Public Liability Insurance with a limit of liability of not less than £1,000,000 cover.
g). The Intellectual Property Rights (IP) in the Agency designs and Work, including that of the sub-contractor, outsourcer or freelancer, belong to the Agency.
h). The sub-contractor, outsourcer or freelancer to supply and wear personal protective equipment (PPE) to protect the user against all health or safety risks at work.

25. Unless otherwise agreed in writing these terms and conditions apply to all contracts entered into either verbal or written by the Agency to the exclusion of any Terms and Conditions contained in the Client order which conflict or purport to modify these terms and conditions and to exclusion of any conditions or warranties implied by common law or statute.

26. These Terms and Conditions are subject to the laws of a legal system in the United Kingdom.

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This issue, 1 July 2026, cancels out any earlier issue.