

Design & Print Services Terms and Conditions

Definitions

In these terms and conditions the following phrases have the following meanings:

- 1) “Goods” means the goods, materials and any other items to be supplied by ADgenus – Creative Solutions to the Customer.
- 2) “Proof” means a sample copy of the Goods which may be prepared by ADgenus – Creative Solutions and submitted to the Customer for approval prior to producing the Goods.

Unless otherwise agreed in writing, ADgenus – Creative Solutions reserves the right to increase the price of the Goods by giving notice in writing on or at any time after acceptance of Customer’s Order to reflect;

- a. any rise in production costs due to any factor beyond ADgenus – Creative Solutions reasonable control;
- b. any change in delivery date which is requested by the Customer and agreed to in writing by ADgenus – Creative Solutions; or
- c. any delay caused by the Customer.

ADgenus – Creative Solutions will require advance payment of a non-refundable deposit as a condition of agreeing to supply any Goods.

ADgenus – Creative Solutions will not be responsible for any delay in implementing the customer's order.

Warranty

- 1) Customer warrants that:
 - a. it has full authority to reproduce any material in which copyright subsists; and
 - b. any design or other materials provided by him, or any design material created by ADgenus – Creative Solutions pursuant to Customer’s instructions, is not defamatory or obscene or in any way likely to cause ADgenus – Creative Solutions to infringe any rights of any third party or any legislation for the time being in force in England and Wales in the performance of the Contract.
- 2) Customer shall fully indemnify ADgenus – Creative Solutions in respect of all costs, claims, liabilities and expenses (including any amount paid by ADgenus – Creative Solutions in settlement on legal advice and ADgenus – Creative Solutions own reasonable legal costs) arising from any claim arising out of matters referred to in this clause.

Warranty and Liability

- 1) ADgenus – Creative Solutions warrants that it shall use reasonable care and skill in supplying the Goods in accordance with the Customer’s Order. This warranty shall apply in place of any implied warranties and all other warranties, conditions and other terms (express or implied, statutory or otherwise) are hereby excluded to the maximum extent permissible by law.
- 2) ADgenus – Creative Solutions shall not be liable to the Customer for:
 - a. any loss of profit or business opportunities or any purely economic loss;

- b. any indirect, special or consequential losses, damages, costs or expenses whatsoever;
 - c. any loss arising from third party claims;
 - d. any error, failure or delay in completing the Order.
- 3) ADgenus – Creative Solutions entire liability under these Terms & Conditions (if any) shall be limited to rectifying where and if possible any defects in the Goods and all changes have to be notified to ADgenus – Creative Solutions in writing by the Customer within 48 hours of receipt of the Goods.

Proofs

- A. Proofs will be produced and supplied to the customer for inspection and approval before the implementation of any order. ADgenus – Creative Solutions reserves the right to charge the Customer for the cost of producing Proofs.
- B. ADgenus – Creative Solutions shall not be liable for any errors not corrected or notified by Customer after inspecting the Proofs or declining to inspect the Proofs.
- C. ADgenus – Creative Solutions reserves the right to make an additional charge for corrections, amendments or alterations in style or content, and for additional Proofs necessitated thereby.

Copyright

Any copyright and design rights in relation to any artwork and physical materials resulting from work originated by ADgenus – Creative Solutions as a result of an Order (including where the Customer's own artwork or materials have been incorporated into the artwork, design or physical materials so originated) shall belong to ADgenus – Creative Solutions and the Customer shall only be entitled to reproduce, or authorise any reproduction of, such design or artwork whether in whole or in part has a written agreement with ADgenus – Creative Solutions and appropriate authorisation following full payment by the Customer for the Goods.

General

- A. Except as expressly stated in this agreement, a person who is not a party to this agreement may not enforce any of its terms under the agreement's (Rights of Third Parties) Act 1999.
- B. If any of the terms of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, this shall not affect the validity of all other terms, and the remainder of the term in question, which shall continue to apply.
- C. Any failure by ADgenus – Creative Solutions to enforce or exercise any of its rights under this Contract will not mean that ADgenus – Creative Solutions waives those rights entirely or cannot enforce or exercise those rights at any time in the future.
- D. These Terms & Conditions make up the entire understanding between ADgenus – Creative Solutions and Customer and supersedes any previous agreements, understandings, representations (except fraudulent misrepresentations) statements or other communications between the parties whether written or verbal. Customer confirms that it is not relying on any representations that are not contained in this document.
- E. These Terms & Conditions shall be governed by the laws of England and Wales.

Payment of Accounts

A deposit is required from all new customers before any work/project is carried out. It is ADgenus – Creative Solutions policy that any outstanding accounts for work/projects carried out by ADgenus – Creative Solutions or its affiliates are required to be paid in full, no later than the delivery of the work/project day unless by prior arrangement in writing with ADgenus.

Once a deposit is paid and work/project completed then the customer is obliged to pay the balance of payment in full. There are no exceptions to this, i.e. if the customer decides they no longer want the work/project created/developed specifically for them, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in the work/project withdrawal and legal action being taken if necessary. Once full payment is received for a work/project, it is assumed that the work/project has been completed to the customer's satisfaction and no refunds can be offered.

ADgenus – Creative Solutions will take a £5.00 service charge payment on any payments received using a credit or debit card. If this is not acceptable to the client, we also accept Cash and / or bank transfers as an alternative payment method.

Customer's projects / work will only be delivered to the customer up on the final payment of the work.

All payments will be made in British Pounds or in Euros. Payments must be made promptly.

Paying by Credit Card

ADgenus – Creative Solutions will take a £5.00 service charge payment on any payments received using a credit or debit card. If this is not acceptable to the client, we also accept Cash and / or bank transfers as an alternative payment method.

Cancellations and Refund Policy

Customers are free to cancel their contract with ADgenus at any time. However, the following rules apply to all cancellations:

- e. Prior to the Project's delivery → If the client halts work after the contract is signed the initial payment will be returned less the amount due based on the current hourly rate for the work completed, fees paid for any work in progress, contracted services fees, and/or purchases of services,
- f. After the Project's delivery → After the completion of the project no refund will be given.

Either party may cancel this agreement upon written notification, however any charges incurred to the date of receipt of notification shall be immediately due and payable. Charges shall be for any work in progress, contracted services fees, or purchases of services for the purpose to suit the client's needs.

All Cancellations must be in writing and is effective upon receipt at ADgenus – Creative Solutions. Notice must be handed in writing to an ADgenus representative, posted or e-mailed to ADgenus – Creative Solutions (e-mail / post receipt will be required as a proof). Work completed shall be billed the current hourly rate. If at the time of the cancellation work has been completed the client shall be liable to pay the entire contract.

Complaints Procedure

3) Informal procedure

Anyone who experiences a problem with their work/project provided by ADgenus – Creative Solutions should raise the matter directly using ADgenus support desk e-mail (support@adgenus.co.uk), giving sufficient information to locate the material (such as an inaccuracy, url, any problems related to ADgenus work etc) and clearly outlining the grounds for the complaint.

ADgenus will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

4) Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt informally, or where a satisfactory conclusion has not been reached

after following the informal procedure.

A formal complaint should be made in writing to ADgenus – Creative Solutions, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven (7) working days of its receipt; a full and considered response to the complaint should be completed within thirty (30) working days and any subsequent remedy implemented with the minimum of delay.

Communication

Customers can contact ADgenus – Creative Solutions:

1. Via phone at +44 20 8123 2317 and leave a message with their inquiry (all inquiries apart of issues regarding Complains and Legal).
2. Via email at:
 - D. info@adgenus.co.uk For all general inquiries, apart of Service Problems and Support, Complains and Legal.
 - E. support@adgenus.co.uk Only for inquiries regarding Service Problems and Support, Complains and Legal.
 - F. payments@adgenus.co.uk Only for inquiries regarding Payments and Invoices.

All inquiries will be answered within 12 working Hours.

Operating Hours

ADgenus operating Hours are:

Monday – Friday: 9:30 – 19:00
Saturday: 9:30 – 15:30
Sunday: Closed

Bank Holidays &
Other National Holidays: Closed

