



Terms and conditions

May 2018

Forbes Design Associates Limited standard conditions of contract

1. VAT – All prices are subject to VAT at 20% as appropriate.
2. Additional work – The attached quotation is based on the specification supplied by the client. If that specification alters then Forbes Design reserves the right to increase its fee by a mutually agreed amount.
3. Delays - If any project is delayed or put on hold due to action on the client's part, Forbes Design reserves the right to issue an interim invoice covering the work carried out up to that date.
4. Client approval – Clients are asked to check material and proofs carefully before giving Forbes Design final approval to proceed (eg: where material is to be printed or sent to the media). Forbes Design cannot accept any responsibility for any errors or inaccuracies not detected by the client at this stage and shall be indemnified by the client in respect of any claims, costs and expenses arising from these errors and inaccuracies.
5. Illegal matter - Forbes Design will not handle material which, in its opinion, is or may be of a libellous nature or an infringement of the proprietary or other rights of any third party. Forbes Design shall be indemnified by the client in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent design or of any other proprietary or personal right contained in any material produced for the client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
6. Insolvency – If the client ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay his debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him Forbes Design without prejudice to other remedies shall have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer such charge to be an immediate debt due to it.
7. Client's property - All property supplied to Forbes Design by or on behalf of the client shall while it is in the possession of Forbes Design or in transit to or from the client be deemed to be at the client's risk unless otherwise agreed and the customer should insure accordingly.



8. Forbes Design invoices - Forbes Design's credit terms are 28 days from the date of the invoice unless otherwise agreed.
9. Late Payment of Commercial Debts (Interest) Act 1998. We reserve the right to claim statutory interest at 8% above the Bank of England base rate at the date the debt becomes overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. For our purposes, this is day 32 – the date of the invoice being day one.
10. Third party invoices – Third party invoices are the responsibility of the client and the client shall indemnify Forbes Design against any claims costs or expenses arising from the client's failure to pay any third party invoices according to the contract's terms of payment. If Forbes Design pays any third party invoices strictly by prior agreement then the client agrees to meet the cost of such payment in full within 21 days of the relevant Forbes Design invoice.
11. Liability – Forbes Design shall not be liable for any loss to the customer arising from delay in transit by a third party (eg: the Post Office).
12. Force majeure – Forbes Design shall be under no liability if they are unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, acts of terrorism, fire, flood, drought, failure of power supply etc.

Data Protection

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace a party's obligations under the Data Protection Legislation. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Provider is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Please see our Web Policy, available on our website, which sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject. Without prejudice to the generality of clause 1.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement.

Without prejudice to the generality of clause 1.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:

(a) Process that Personal Data only on the written instructions of the Customer unless the Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Provider to process Personal Data (Applicable Laws). Where the Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;



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- (b) Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (i) the Customer or the Provider has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) Assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) Notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (g) At the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (h) Maintain complete and accurate records and information to demonstrate its compliance with this clause [NUMBER] and allow for audits by the Customer or the Customer's designated auditor.