T&Cs of service

green HAT
Creative thinking

The following Terms and Conditions of Service (Terms and Conditions) apply to all Services provided by Green Hat Graphic Design Consultants Limited (No. 645 1611) (Green Hat) to Prospective Clients and Clients. These Terms and Conditions must be read in conjunction with any Quote provided by Green Hat to Prospective Clients and Clients.

DEFINITIONS

In these Terms and Conditions:

Client means a client of Green Hat;

Client Background Intellectual Property means all Intellectual Property Rights owned or used by a Client or a Prospective Client prior to acceptance by the Client or Prospective Client of these Terms and Conditions;

Confidential Information means:

i. the provisions of these Terms and Conditions; and
ii. all information, know-how, ideas, concepts, technology, industrial, marketing and commercial knowledge of a confidential nature (whether in tangible or intangible form) relating to or developed in connection with or in support of the business of the party which is disclosed, communicated or delivered to, learnt by, or which otherwise comes to the knowledge of or into the possession of the other party under or in connection with these Terms and Conditions;

Event Beyond Green Hat's Control means any failure or delay in the performance of Green Hat's obligations under these Terms and Conditions as a result of a strike, lockout, work stoppage, labour dispute, material shortage, utility outage, delay in transportation, fire, flood, earthquake, severe weather, act of God, accident, trade sanction, embargo, act of war, act of terror, condition caused by national emergency, new or changed Law, or any other act or cause beyond the reasonable control and without fault of Green Hat, and whether affecting Green Hat or its agents, sub contractors, dealers or suppliers, for as long as such circumstances prevail;

Green Hat Background Intellectual Property means all Intellectual Property Rights owned or used by Green Hat prior to acceptance by the Prospective Client or Client of these Terms and Conditions;

Initial Design Concept means the initial design concept provided by Green Hat to the Client for approval pursuant to clause 12;

Intellectual Property Rights means any patent, know how, registered design, business name, domain name, logo, product, process, methods or technique, trademark or name, copyright (including future copyright) throughout the world in any literary works, artistic works, computer software and any other works or subject matter in which copyright subsists and may in the future subsist, intellectual property right or other protected right;

Pitching Design means any Presentation prepared during the Pitching process set out in clauses 3 to 7 below;

Presentation means any design presentation, brochure, layout, graphic or any other visual prepared for a Client during the Review Process set out in clause 14 below as part of the Green Hat Services;

Product means the final Presentation prepared for a Client by Green Hat following the Review Process set out in clause 14 below;

Prospective Client means any person or entity that receives the Pitching services of Green Hat as set out in clauses 3 to 7 below;

Quote means a written quotation or estimate provided by Green Hat to a Client, including:

i. any Pitching carried out for a Prospective Client if that client then chooses to accept the Services of Green Hat;
ii. an estimate of the work required to be carried out by Green Hat in relation to the provision of the Services; and
iii. a cost estimate of such work;

Services means all the services to be provided or the work to be conducted by Green Hat for a Client under these Terms and Conditions; and

Terms and Conditions Intellectual Property means all Intellectual Property Rights created in relation to these Terms and Conditions, including but not limited to the Intellectual Property created in the Pitching process, Initial Design Concept, Presentation, Product, and any related drawings, designs, materials, information, concepts and plans.



ACCEPTANCE OF THESE TERMS AND CONDITIONS

1 A Prospective Client will be deemed to have accepted these Terms and Conditions by the acceptance of the provision of Pitching from Green Hat.

2 A Client that was not a Prospective Client will be deemed to have accepted these Terms and Conditions by the Request for and Acceptance of Services set out in clauses 8 to 10 below.

PITCHING

3 Green Hat may provide Pitching to Prospective Clients as part of its marketing campaign.

4 The Prospective Client acknowledges that Green Hat owns sole copyright to all ideas and concepts produced as part of the Pitching process. The Client may only retain a Pitching Design or any other visuals or documents presented during the Pitching period on the basis that they will not be reproduced or used by the Prospective Client without the express written permission of Green Hat.

5 The Prospective Client acknowledges that until a decision has been reached as to the design supplier, any Pitching Design and any other document, idea or concept produced by Green Hat during the Pitching process must not be presented or discussed with any third parties. The Prospective Client must notify Green Hat if it wishes to disclose any such information to third parties that are connected to the Pitching Process.

6 If the Prospective Client decides not to accept the Services of Green Hat, the Prospective Client must not use any Pitching Design or any other document, idea or concept produced by Green Hat as part of any future literature or similar printed materials.

7 The Prospective Client acknowledges that if it chooses to accept the Services of Green Hat, the reasonable costs of the Pitching stage will be added to the Quote.

REQUEST FOR AND ACCEPTANCE OF SERVICES

8 A Client that requests the Services of Green Hat will receive a formal written Quote. Following receipt of a Quote from Green Hat, the Client must confirm in writing its acceptance of the Quote.

9 The Quote provided by Green Hat will remain valid for a period of 30 days. After that time, the amount set out in the Quote may be subject to change. In this event, the process set out in clauses 8 & 0 will apply.

10 Green Hat's Services will only be supplied to the Client once written confirmation of the Client's acceptance of the Quote has been received and accepted by Green Hat.



PROVISION OF INFORMATION

11 On acceptance of Green Hat's Services under these Terms and Conditions, the Client agrees to:

i. make all information reasonably requested by Green Hat in relation to the provision of the Services available to Green Hat;

ii. provide a written brief of information in relation to the request for services on the reasonable request of Green Hat;

iii. ensure that all facts given about a particular project and the Services to be provided by Green Hat are accurate and in no way misleading or deceptive; and

iv. co-operate with Green Hat during the provision of the Services.

INITIAL DESIGN CONCEPT & REVIEW PROCESS

12 Green Hat will provide to the Client an Initial Design Concept for approval. The Client will be required to submit its approval of the Initial Design Concept to Green Hat in writing prior to any further work in relation to the Services being carried out.

13 The Client acknowledges that the written approval of the Initial Design Concept provided under clause 12 will entitle Green Hat to commence the Services in full and the preparation of the Presentation. This may include purchasing production materials, preparing proofs, engaging third parties such as photographers and printers, and entering into contracts for other facilities necessary to perform the Services. Green Hat is not liable for any errors or other mistakes in the Initial Design Concept which have been approved by the Client, except to the extent that such error or mistake could not reasonably have been identified by the Client at the time of approval.

14 The Client agrees to indemnify Green Hat for any loss or any other damage, either direct or indirect, incurred by Green Hat as a result of any request by the Client to amend or vary the approved Initial Design Concept once work on the Presentation has commenced.

15 Clients will receive a maximum of 3 draft proofs of the Presentation for review. If the Client wishes for more than 3 proofs, it must request such additional proofs from Green Hat in writing. The Client acknowledges that Green Hat retains sole discretion to determine how many draft proofs of the Presentation will be provided to the Client for review. Green Hat is entitled to invoice the Client for the reasonable costs associated with the preparation and delivery of any additional proofs.

16 Green Hat and the Client will work together to finalise the Product. Green Hat will use its best endeavours to take into account all reasonable requests of the Client during the approval process.

AMENDMENTS

17 The Client agrees that any costs or any other changes incurred by Green Hat during the provision of the Services that fall outside of the Quote, either at the request of the Client, or as required in the reasonable opinion of Green Hat in relation to the Services, will be charged to the Client as a separate and additional charge. Green Hat will use its best endeavours to mitigate such additional costs and charges, and to communicate to the Client the possibility of such additional costs of charges as soon as it becomes aware of them.

18 The Client will be liable for any additional costs or charges incurred by Green Hat in relation to the provision of services from third parties under these Terms and Conditions. The Client will be invoiced for such additional charges in accordance with clause 25 below.

CANCELLATION

19 The Client has the right to request cancellation of the Services at any time in writing. Green Hat will take all possible steps to comply, but will not be obliged to cancel the Services if to do so would breach its contractual obligations to its suppliers and other third parties.

20 In the event of a cancellation, the Client will be invoiced for all resulting charges or expenses incurred by Green Hat in relation to such cancellation, for charges or expenses to which Green Hat is committed, and for work which Green Hat has carried out for the Client in relation to the Services up to that point in time.

21 In the event of cancellation, payment is also required for the provision of the Initial Design Concepts. The Client will be invoiced in relation to the labour and other reasonable costs and expenses required to produce such Initial Design Concepts, regardless of whether such Initial Design Concepts are used by the Client or not.

22 The Client will be invoiced for the additional charges set out in clauses 21 and 22 in accordance with clause 25 below.

CHARGES & INVOICING

23 As set out in clauses 8 to 10 above, Green Hat will provide the Services to the Client in accordance with the price set out in the Quote. Additional costs and charges may also be invoiced to the Client from time to time as set out in these Terms and Conditions.

24 Upon completion of the Services or delivery of the Product, the Client will be provided with a written invoice. Payment of all invoices must be made within 28 days of receipt. Accounts that remain outstanding for 30 days after the date of invoice will incur an extra charge of 2% per month on the outstanding amount of the invoice.



25 Notwithstanding clause 24 above, Green Hat retains the right to issue an invoice at any stage during the provision of the Services in relation to any other costs or charges. Such an invoice must be paid by the Client within 28 days' of receipt of the invoice.

26 Payments may be made by cash, cheque or Bankers' Automated Clearing Services.

27 Green Hat retains the right to request that the Quote be paid in stages. In this case, Green Hat will invoice the Client at each stage.

28 Green Hat will bear the cost of UK post and UK telephone expenses but reserves the right to charge the Client for any exceptional expenses of this nature (e.g. couriers, parcel delivery) and all additional travel, subsistence and accommodation expenses. Such additional charges will be invoiced to the Client.

29 Green Hat will include in all invoices, where appropriate, VAT as an additional charge.

30 Green Hat may increase the cost of its Services at any time prior to completion of the Services and/or delivery of the Product to reflect any increase in the cost to Green Hat due to any factor beyond Green Hat's control (such as alteration of duties, significant increase in the costs of labour, materials or any other costs).

31 Any change in delivery dates, quantities or specifications for the Services which are requested by the Client, or any delay caused by any instructions from the Client or failure by the Client to give Green Hat adequate information or instructions may increase costs. Such additional costs will be invoiced to the Client.

32 The Client acknowledges that Green Hat's Quote is based upon a timetable agreed between the Client and Green Hat during the approval process in clauses 12 and 13. Green Hat may increase the cost of the Services if the Client requests changes to this timetable. Such additional costs will be invoiced to the Client.

33 Unless otherwise agreed, the Quote is an ex-works price, and where Green Hat agrees to deliver any work, including any Initial Design Concept, Presentation or Product, to a place other than Green Hat's premises, the Client will be liable to pay charges for transport, packaging and insurance.

34 The Client will be invoiced for the additional charges set out in clauses 27, 28, 30, 31, 32 and 33 in accordance with clause 25.

CONFLICT OF DOCUMENTATION

35 If a conflict arises between:

i. these Terms and Conditions and a specific contract between Green Hat (which has been signed on our behalf by one of our directors) and the Client, the terms of the specific contract shall prevail; and

ii. these Terms and Conditions and a Quote, the terms of the Quote shall prevail.

INTELLECTUAL PROPERTY

36 Green Hat remains the owner of licensee (as the case may be) of all Green Hat Intellectual Property.

37 The Client remains the owner or licensee (as the case may be) of all Client Background Intellectual Property.

38 The Client grants Green Hat a non-exclusive, royalty-free licence to use the Client Background Intellectual Property for the purposes of these Terms and Conditions.

39 Green Hat owns the Terms and Conditions Intellectual Property. The Client assigns all right, title and interest in such Intellectual Property Rights to Green Hat. The Client may request from Green Hat a non-exclusive, royalty-free licence to use the Terms and Conditions Intellectual Property after all invoices have been paid in full by the Client. Green Hat retains sole discretion in deciding whether or not such a licence will be granted. Once all invoices have been paid in full by the Client, including the final payment required under clause 25, all Intellectual Property Rights in the Product will vest in the Client.

40 The Client may request in writing from Green Hat the necessary permission to use the Terms and Conditions Intellectual Property in forms other than for that it was originally supplied. Green Hat may, at its discretion, grant such permission. The Client agrees to fully indemnify and releases Green Hat from any liability or any claim resulting from the Client not having obtained all the required permissions, licenses or other authorisations in relation to the Client Background Intellectual Property Rights.

VARIATION

41 These Terms and Conditions may only be altered in writing by Green Hat.

42 Any error or omissions in any Quote or invoice or other document or information issued by Green Hat to the Client shall be subject to correction without any liability on Green Hat's part.



TERMINATION

43 If the Client does not pay for an invoice in accordance with clauses 24 and 25 of these Terms and Conditions, Green Hat may issue a written notice to the Client requiring payment within 7 days. If the invoice is still not paid after the additional 7 days, Green Hat will be entitled to either terminate this agreement without notice, or to notify the Client that the Services have been suspended until payment of the outstanding invoice is received by Green Hat in full.

44 In the event of termination under clause 43, Green Hat is under no obligation to hand over any document or other Initial Design Concept, Presentation or Product that has not already been handed over to the Client. The Client must pay for the Services carried out up to the date of termination.

45 Green Hat may terminate these Terms and Conditions at will, upon 30 days' written notice. In the event of termination under this clause 45, Green Hat is under no obligation to hand over any document or other Initial Design Concept, Presentation or Product that has not already been handed over to the Client. The Client must pay for the Services carried out up to the date of termination.

EVENT BEYOND GREEN HAT'S CONTROL

46 Where there is an Event Beyond Green Hat's Control, Green Hat will contact the Client as soon as possible to notify the Client of any actual or anticipated failure or delay in the provision of the Services and identify those obligations under these Terms and Conditions that are not affected by the event. All those obligations under these Terms and Conditions which are affected by the event will be suspended as long as the Event Beyond Green Hat's Control continues.

47 If such event continues for more than [30 days], Green Hat may give written notice to the Client to terminate these Terms and Conditions. In this case, Green Hat is under no obligation to hand over any document or other Initial Design Concept, Presentation or Product to the Client that has not already been handed over to the Client. The Client must pay for the Services carried out up to the date of termination.

LIMITATION OF LIABILITY

48 Except as expressly provided in these Terms and Conditions, the Client releases Green Hat, its employees, agents, officers and any of its suppliers and subcontractors from, and indemnifies and holds harmless Green Hat, its employees, agents, officers and any of its suppliers and subcontractors against, any and all claims, actions, losses, damages, expenses and any other liabilities of whatsoever nature (including any consequential or indirect loss), arising out of, or in connection with the provision of the Services or any other document or design, including but not limited to any Initial Design Concept, Presentation or Product, whether used or provided alone or in conjunction with other designs or products or services.

CONFIDENTIAL INFORMATION

49 The Client may provide Green Hat with Confidential Information, either during the

Pitching process or during the provision of the Services. Green Hat agrees to keep this information confidential and not to disclose it without the Clients' consent, unless and except any of the following apply:

i. the information must be disclosed to Green Hat's employees, agents or officers or to other persons who are commissioned or sub-contracted by Green Hat during the provision of the Services;
ii. Green Hat wishes to disclose the Clients' name, its relationship to Green Hat and the nature of the Services provided for the Client in any of its marketing campaigns;
iii. the Confidential Information is in the public domain or Green Hat is already aware of such Confidential Information before it is disclosed to Green Hat by the Client; or
iv. Green Hat is required to disclose such information to an official body or Court, or as required by Law.

50 During Green Hat's performance of these Terms and Conditions, Green Hat will be providing the Client with Confidential Information. The Client agrees to keep such Confidential Information confidential, unless and except the following apply:

i. the Confidential Information is in the public domain or the Client is already aware of such Confidential Information before it is disclosed to the Client by the Green Hat;
ii. the Client needs to disclose the information to its immediate employees, agents or officers for the purpose of considering the Clients' instructions to Green Hat; or
iii. the Client is required to disclose such information to an official body or Court, or as required by Law.

51 The Client must ensure that its employees, agents and officers who have or may have access to the Confidential Information are aware of the confidential nature of the Confidential Information and treat the Confidential Information accordingly and must procure that its employees, agents and officers keep such information confidential.

52 In the event that Green Hat agrees with the Client not to use certain parts of the Confidential Information, the Client will return to Green Hat or (at Green Hat's request) destroy all materials relating to that Confidential Information (with any copies in whatever form stored) and not make any further use of that Confidential Information whatsoever.

53 In the event that these Terms and Conditions are terminated or the arrangements are cancelled, or the Services are completed and the Product is delivered to the Client, the Client will return to Green Hat or (at Green Hat's request) destroy all materials relating to any Confidential Information (with any copies in whatever form stored) and not make any further use of that Confidential Information whatsoever.

54 The confidentiality obligations set out in these clauses 49 to 54 of the Terms and Conditions survive termination of the Terms and Conditions.



PRIVACY POLICY

55 Green Hat is committed to protecting the Clients' privacy. Green Hat will only use the information that it collects about Clients lawfully (in accordance with the Data Protection Act 1998.) The Client may contact Green Hat if it has any questions/comments regarding privacy.

56 Green Hat is committed to protecting the privacy of users of the www.greenhat.studio website and subscribers to the Green Hat newsletter. Our privacy policy https://greenhat.studio/wp-content/uploads/2018/05/GreenHat-Privacy-Policy.pdf explains what information we collect, how we protect any information you submit to us, and how we use it.

MISCELLANEOUS

57 A term or part of a term of these Terms and Conditions that is illegal or unenforceable may be severed from these Terms and Conditions and the remaining terms or parts of these Terms and Conditions continue in force.

58 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

59 These Terms and Conditions are governed by the laws of England and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of England.

60 Green Hat is entitled to sub-contract any or all of the Services.

61 The Client cannot assign, novate or otherwise transfer any of its rights or obligations under these Terms and Conditions or any Quote without the prior written consent of Green Hat.

62 Green Hat may assign, novate or otherwise transfer any of its rights or obligations under these Terms and Conditions or delegate or subcontract the performance of any of its obligations under these Terms and Conditions without the consent of the Client, provided that Green Hat will remain responsible for the performance of any obligations assigned, novated, transferred, delegated or subcontracted.

COMPANY INFORMATION

Green Hat Graphic Design Consultants Limited
Registered in England and Wales 6451611
Registered office 7 Olveston Road, Bristol, BS7 9PB
VAT registration number 926 0810 37