

# Waste Yourself Ltd

## Terms and Conditions

The following Terms and Conditions of Service apply to all products and services provided by Waste Yourself Ltd.

All work is carried out by Waste Yourself Ltd on the understanding that the client has agreed to Waste's terms and conditions.

Copyright is retained by Waste Yourself Ltd on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by Waste Yourself Ltd as fulfilling the contract. All other designs remain the property of Waste Yourself Ltd, unless agreed in writing that this arrangement has been changed.

### *Project Acceptance*

At the time of proposal, Waste Yourself Ltd will provide the customer with a written estimate or quotation. A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Waste Yourself Ltd. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Waste's terms and conditions. No work on a project will commence until either document has been received by Waste Yourself Ltd.

### *Payment*

The customer will be provided with an Approval Form and Invoice prior to final publication. At this time the amount due will become payable and the customer will also be required to sign and return the Approval Form to Waste Yourself Ltd. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount. Payments may be made by cash, cheque, or (for overseas customers), Pound Sterling International Money Order or previously agreed electronic funds transfer.

Publication and/or release of work done by Waste Yourself Ltd on behalf of the client, may not take place before cleared funds have been received.

### *Default*

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Waste Yourself Ltd shall be considered entitled to remove Waste Yourself Ltd and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries. Removal of such materials does not relieve the customer of its obligation to pay the due amount. Waste Yourself Ltd reserve the right to sell the debt to a third party collection agency for customers whose accounts become default and the customer agrees to pay Waste Yourself Ltd reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

### *Copyrights and Trademarks*

By supplying text, images and other data to Waste Yourself Ltd for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Waste Yourself Ltd on behalf of the customer, will remain the property of Waste Yourself Ltd and/or its suppliers.

The customer may request in writing from Waste Yourself Ltd, the necessary permission to use materials (for which Waste Yourself Ltd holds the copyright) in forms other than for which it was originally supplied, and Waste Yourself Ltd may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Waste Yourself Ltd, the customer grants Waste Yourself Ltd permission to use this material freely in the pursuit of the design.

Should Waste Yourself Ltd, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Waste Yourself Ltd to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Waste Yourself Ltd free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

### *Alterations*

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

The customer also agrees that Waste Yourself Ltd holds no responsibility for any amendments made by any third party, before or after a design is published.