



Terms and Conditions

1. Estimates

- 1.1 All Estimates submitted by Cleardrop are valid only for 1 month subsequent to the date shown at the top of the Estimate, unless otherwise stated. After this period has elapsed, Cleardrop reserve the right to review the Estimate, including prices, as appropriate.
- 1.2 Cleardrop must receive a Purchase Order or signed and dated approval to proceed, before the commencement of any project. All Purchase Orders should quote the Estimate Number, Date, Order Value and the Name of the person who authorised the order.
- 1.3 Cleardrop reserve the right to void any Estimate, and hence any resulting Order, if the Company for which the Estimate was produced has intentionally or unintentional supplied inaccurate or incomplete information to Cleardrop.
- 1.4 Cleardrop reserve the right to Invoice any amount it deems due for work completed prior to the discovery of a discrepancy in information provided by the Purchaser.

2. Specifications

- 2.1 The quantity, quality and delivery of all goods and or services supplied by Cleardrop shall be as specified in the Estimate.
- 2.2 The value of all goods and or services supplied by Cleardrop shall be as specified in the Estimate.
- 2.3 Cleardrop shall not submit to open ended and or non-specific requests for which the value is indiscernible.
- 2.4 Cleardrop will always ensure the supplied goods and or services are technically up to date and use current practices at the time of production. However, Cleardrop cannot be held responsible for future changes in technology and accepted practices.
- 2.5 The price specified for all goods and or services supplied by Cleardrop shall be accurate to the day of receipt of a Purchase Order. Cleardrop cannot be held responsible for any future increases or decreases in the value of the goods and or services provided after receipt of a Purchase Order.

3. Intellectual Property Rights

- 3.1 Cleardrop will retain copyright over any Build-time Files. 'Build-time Files' are any electronic files created as a requirement to produce the finished article. These can include, but are not limited to; Photoshop PSD's and Flash FLA's.
- 3.2 Where appropriate and possible, files provided by Cleardrop to the Purchaser may be protected to prevent code theft and hacking.
- 3.3 Cleardrop retains all rights over intellectual property within SWF files. Circumvention of the protection on these files, hacking and extracting of scripts and code, either in part or in whole constitutes an infringement of Cleardrop's intellectual property rights.
- 3.4 Purchase of Build-time Files is wholly at the discretion of Cleardrop, who reserve the right to refuse sale outright.
- 3.5 After the Purchase of Build-time Files from Cleardrop, the use and development of the files is totally at the risk of the Purchaser. Cleardrop is not responsible for any resulting damage and or loss experienced by the Purchaser when using any of these files.
- 3.6 Any disclosure of the methods or technologies employed by Cleardrop to the Purchaser is considered confidential and should not be distributed by any means, unless permission is given in writing.
- 3.7 Any breach of Cleardrop's intellectual property rights will entitle Cleardrop to seek damages and to take injunction proceedings to prevent further breaches.

4. Payment

- 4.1 Any Invoice submitted by Cleardrop for work completed must be paid in full strictly within 28 days of the Date shown at the top of the Invoice, unless otherwise stated on the Purchase Order and agreed with by Cleardrop.
- 4.2 Payment is accepted in the form of direct payments into the Cleardrop Account, Cheque or Cash. Cleardrop will not accept the provision of goods or services as payment for any amount outstanding on an Invoice.
- 4.3 In the event of a cheque being returned unpaid by the Drawers bank, any of the resulting bank charges for the item will be recovered from the Drawer, along with the unpaid balance and an administration charge.
- 4.4 Failure to pay the full balance of an Invoice within the payment terms, and no provision of a satisfactory reason for non-payment, will give Cleardrop entitlement to pursue payment through legal action.
- 4.5 Failure to pay the full balance of an Invoice within the payment terms, and no provision of a satisfactory reason for non-payment, also gives Cleardrop entitlement to withdraw work until payment is made. In the case of online web work, Cleardrop will remove files from the server created for the job in question and return the server to the state prior to Cleardrop's work.
- 4.6 If after files are removed they are replaced by copies or modified files by someone else, Cleardrop will take immediate legal action against the invoiced company and any other company or individual who aided in the copying and use of unpaid files and material.

5. Miscellaneous

- 5.1 No waiver granted by Cleardrop of any breach of the Terms and Conditions by any Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 5.2 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions, and the remainder of the provision in question, shall not be affected thereby.
- 5.3 The laws of England shall govern these Terms and Conditions, and any entity that does business with Cleardrop agrees to submit to the non-exclusive jurisdiction of the English courts.
- 5.4 The headings in these Terms and Conditions are for convenient reference only, and do not affect their interpretation.
- 5.5 Cleardrop reserve the right to amend or rewrite these Terms and Conditions at anytime, without prior notice. Please refer to our web site for the latest version.

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