

Creatovators® C.I.C.

STANDARD TERMS AND CONDITIONS APPLYING TO ALL CONTRACTS

Contract	means the cover letter/booking form, the Proposal and these Terms;
Proposal	means the "Proposal" to which the cover letter and/or these Terms are appended or in which they are referred to as being incorporated;
Client	means the Client set out in the Proposal and the cover letter;
Creatovators	means Creatovators C.I.C. a company registered in Scotland (Company Number SC393774) and having its registered office at 13 Drumbeg Terrace, Milngavie, Glasgow, G62 7RH;
Data Protection Legislation	all applicable privacy and data protection laws including the General Data Protection Regulation ((EU 2016/679) "GDPR" and any applicable national implementing laws, regulations and secondary legislation in the United Kingdom relating to the Processing of Personal Data (all as hereinafter defined) for so long as the GDPR is effective in the UK, and any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law;
Deliverables	means those specific items (if any) identified as such in Proposal;
Fee	has the meaning set out in the Proposal;
Party	Means Creatovators or the Client and "Parties" means them both;
Services	means the services set out in the Proposal; and
Terms	means these terms and conditions.

1. Commencement and Duration:

- a. The Contract shall commence on the date of signing by the Client of the cover letter. Creatovators shall commence provision of the Services (and Deliverables if applicable) as set out in the Proposal or as otherwise agreed with the Client.
- b. The Client may cancel the Services within a period of fourteen (14) days of signing and returning the Proposal provided that Creatovators shall be entitled to charge for any Services and/or Deliverables provided or created during this period.
- c. The Contract shall continue, subject to Clause 4, until such times as the Services have been completed and Deliverables have been delivered to the Client and all payments have been made by the Client to Creatovators.
- d. The Terms will apply to the Contract and will apply in substitution for any terms purported to apply by the Client. Where the Proposal expressly provides for any specific amendment to the Terms then that amendment shall apply and these Terms shall be deemed to be amended.

2. Fees:

- a. In return for Creatovators performing and providing the Services and delivering the Deliverables, the Client shall pay Creatovators the Fee (as set out in the Proposal) in accordance with the terms set out in this Clause 2.
- b. The Fee payable shall be that set out in the Proposal and shall be payable by the Client (in the absence of any statement to the contrary in the Proposal) as follows: (a) in pounds sterling; (b) within 30 days of issue by Creatovators of an invoice therefor.

- c. In the event of any late payment of the Fee, Creatovators reserves the right to charge interest at 8% above base rate.
- d. The Client acknowledges and agrees that Creatovators may immediately suspend or delay the performance of any Services or provision of any Deliverables in the event that payments owing to Creatovators are not received by the due date. Such entitlement shall be without prejudice to any other right or remedy which Creatovators may have under the Contract or otherwise.

3. Cancellation:

- a. Where the Client cancels the Services within 7 days of the Commencement Date, and the Services cannot be rescheduled, 50% of the Fee shall be due for payment by the Client. Where the Client cancels the Services within 24 hours of the Commencement Date, which cannot be rescheduled, the full Fee shall be due for payment.

4. Termination:

- a. Creatovators shall be entitled to terminate the Contract at any time: (a) on giving ninety (14) days' notice to the Client ; (b) immediately on notice to the Client in the event that the Client suffers an insolvency event; (c) immediately on notice to the Client in the event of a material breach of the Contract by the Client provided that, in the case of remediable breaches, the Contract shall only be terminated where such breach remains un-remedied following a period of fourteen (14) days of the Client 's receipt of notice from Creatovators that such breach has occurred.
- b. The following Clauses shall survive termination of the Contract for any reason: Clause **Error! Reference source not found.**, this Clause b, **Error! Reference source not found.** and **Error! Reference source not found.** along with such other provisions which are by their nature intended to survive termination.

5. Liability:

- a. Creatovators shall not be liable for any direct, indirect or consequential loss suffered by the Client whether this loss arises from a breach of duty in contract or delict or in any other way. All other conditions, warranties and representations, expressed or implied, are hereby excluded, unless confirmed in writing by Creatovators
- b. The Client agrees to indemnify and keep Creatovators. indemnified and hold harmless from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, losses, damages, claims, demands or legal costs (on a full indemnity basis) and judgements which Creatovators incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by the Client of the terms of this Contract.

6. Data Protection:

- a. All personal data that Creatovators may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Client's rights under the GDPR.
- b. For complete details of Creatovator's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to Creatovator's Privacy Notice available from the website at www.creatovators.com.

7. Confidentiality:

- a. Creatovators. staff (including its volunteers) are engaged under terms of confidentiality specifically forbidding the unauthorised disclosure of confidential information within the bounds of the law. Creatovators will use its best endeavours to keep confidential all information supplied by the Client which is defined and designated in writing as confidential at the time of its supply and the enforcement against a member of staff of these terms of confidentiality shall be deemed to be a full and sufficient discharge of its duties in this connection.
- b. However this confidentiality shall not extend to any information already known to Creatovators prior to its disclosure by the Client or lawfully received from a third party, or

any information already existing in the public domain at the date of its disclosure.

8. Restriction:

- a. It is a condition of acceptance of the Contract and of any subsequent contract arising therefrom that the Client will not recruit or employ either directly or indirectly either full or part-time any person who is employed by Creatovators upon or in connection with the delivery of the Services without Creatovators' prior consent in writing either during the delivery of the Services or for a period of one year from the completion of the of the Contract.

9. Intellectual Property:

- a. Title to all of Creatovators' intellectual property, including designs, registered designs, know how, patents, trade marks and copyrights, whether existing prior to the commencement of the Contract or developed during the period of the Contract, are and remain the property of Creatovators
- b. Reports submitted and advice given by Creatovators are for the use of the Client within their home, company or school only and are not to be reproduced or disclosed to third parties without prior consent confirmed in writing by Creatovators

10. Miscellaneous:

- a. All conclusions, recommendations, and forecasts arising from Creatovators' performance of the Services and contained in any subsequent report, letter or communication, both verbal and written, are made in good faith and on the basis of the information available to Creatovators' at that time, whether from the Client or from information which is in the public domain. The validity thereof will depend, amongst other factors, on the effective co-operation of the Client, and the Client's staff.
- b. No condition, warranty or representation, express or implied, is given as to the outcomes or performance obtained or to be obtained from the services provided by Creatovators' and the Client shall be responsible for the proper implementation of Creatovators' recommendations. Creatovators cannot warrant that the work will be outside the scope of any patent or registered design, and will not be liable to the Client for any loss or claim which is not reasonably foreseeable on acceptance of the Contract.
- c. For the avoidance of doubt, time shall not be of the essence, and Creatovators shall incur no liability to the Client in respect of any failure to complete the Services or any part thereof by any date specified whether in the Proposal or otherwise. However, Creatovators shall employ all reasonable endeavours to meet the milestones and schedules set out in the Proposal.
- d. Neither party to the Contract shall have any liability or be deemed to be in default for any delay nor failure in performance, to the extent that such delay or failure is caused by events, circumstances, or causes beyond its reasonable control, provided always that the party affected shall have promptly notified the other party of such event. If such events, circumstances or causes prevail for a continuous period in excess of 3 months this Contract may be terminated by either party giving to the other 30 days' notice in writing and all outstanding monies due to Creatovators at that time shall become immediately due for payment.
- e. If you wish to contact Creatovators, you may do so by email at june@creatovators.com or by phone at 07981 656184.
- f. Any dispute, controversy, or claim arising out of or relating to this Contract which cannot be settled amicably shall be referred to a mediator appointed by the Mediation Chambers and where a resolution still cannot be reached, the arbitration of an Arbitrator appointed by the Chartered Institute of Arbitrators, Scottish Branch. The parties hereby agree to accept the Arbitrator's decision as binding and the parties commit to paying the Mediator's fees and the Arbitrator's fees proportionally in line with his decision.
- g. This Contract shall be governed by and construed in accordance with the laws of Scotland and the parties submit to the exclusive jurisdiction of the Scottish Courts. No waiver or amendment of any provision of these Terms shall be effective unless made by a written instrument signed by both parties. Each provision of these Terms shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of these Terms and the remainder of the provision in question shall continue in full force and effect.

