



# Standard Service Terms and Conditions

## BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by MA & SJ Odell Ltd trading as Out of the Bleu Creative Design, a Private Limited Company registered in England under number 05368236, whose registered address is MA & SJ Odell Ltd trading as Out of the Bleu Creative Design, Building 18, Gateway 1000 Whittle Way, Arlington Business Park, Stevenage, England, SG1 2FP

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Business Day”</b>	means any day other than a Saturday, Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Contract”</b>	means the contract for the provision of Services, as explained in Clause 3;
<b>“Customer/you”</b>	means the person receiving the Services from Out of the Bleu Creative Design.
<b>“Deposit”</b>	means an advance payment made to Us under sub-Clause 5.5;
<b>“Month”</b>	means a calendar month;
<b>“Price”</b>	means the price payable for the Services;
<b>“Proofs”</b>	means the first drafts of artworks. The standard number of proofs are two proofing rounds.
<b>“Services/work”</b>	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
<b>“Order”</b>	means your order for the Services as per our emailed estimate;
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 3;
<b>“We/Us/Our”</b>	means MA & SJ Odell Limited trading as Out of the Bleu Creative Design, a Private Limited Company registered in England under number 05368236, whose registered address is MA & SJ Odell Ltd trading as Out of the Bleu Creative Design, Building 18, Gateway 1000 Whittle Way, Arlington Business Park, Stevenage, England, SG1 2FP

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

## 2. Information About Us

Out of the Bleu Creative Design, a Private Limited Company registered in England under number 05368236, whose registered address is MA & SJ Odell Ltd trading as Out of the Bleu Creative Design, Building 18, Gateway 1000 Whittle Way, Arlington Business Park, Stevenage, England, SG1 2FP

## 3. The Contract

- 3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.

- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Services;
  - 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);
  - 3.4.3 The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
  - 3.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;
  - 3.4.5 Our complaints handling policy;
  - 3.4.6 Where applicable, details of after-sales services and commercial guarantees;
  - 3.4.7 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;
  - 3.4.8 Where applicable, the functionality, including appropriate technical protection measures, of digital content;
  - 3.4.9 Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware of.

## 4. Orders

- 4.1 All Orders for Services made by you will be subject to these Terms and Conditions.
- 4.2 Any corrections on and after first proof, including style changes and additional proofing costs as required will be charged as an extra. Proofs are for style only and not colour accurate to the printing process. Proofs of all work will be subject to your written approval. We will not be responsible for any errors not detected by you. We cannot be held responsible for any production or printing errors, or costs incurred after release of the artwork files.
- 4.3 If your Order is changed, We will inform you of any change to the Price in writing.
- 4.4 Work carried out, whether conceptual or otherwise, at your request will be charged. Copyright for conceptual work will be owned by Us.
- 4.5 It is your responsibility to check all proofs provided by Us and issue any email approval prior to any artwork files being released for print or production.
- 4.6 We do not accept any responsibility for errors or omissions undetected by you or subsequent errors after release of artwork nor are We responsible or liable for the content, editorial, pictorial or font origination/material provided to Us or which we are instructed or approved to use.
- 4.7 Design estimates submitted are based on Our hourly rate and calculated on Our predicted time for completion of a project. These are subject to change if amendments go beyond the standard two proofing rounds.
- 4.8 Any estimates given stand for 30 days.
- 4.9 Any artwork remains Our property until full payment is received by Us.

## 5. Price and Payment

- 5.1 The Price of the Services will be that shown in the email showing an estimate price from Us. This will be on or around the time of your Order.
- 5.2 Before We begin providing the Services, you will be required to pay a Deposit of 50% of the total Price for the Services for new customers. The due date for payment of your Deposit will be included in the Order Confirmation.
- 5.3 The balance of the Price will be payable 30 days from the date of invoice. Any queries on the invoice should be made in writing within 7 working days from the date of the invoice.
- 5.4 We only accept the following method of payment: BACS Transfer.
- 5.5 If you do not make payment to Us by the due date, We will charge you interest on the overdue sum at the rate of 1.5% on outstanding invoices after 30 days. You must pay any interest due when paying an overdue sum.
- 5.6 The provisions of sub-Clause 5.5 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing unless otherwise stated.

## 6. Providing the Services

- 6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the graphic design sector, and in accordance with any information provided by Us about the Services and about Us.
- 6.2 We will begin providing the Services on the date confirmed in Our Order Confirmation.
- 6.3 We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.
- 6.4 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible. We may also reject any materials which appear to be unsuitable. Additional costs will be incurred if materials are found to be unsuitable during production. Where materials are supplied or specified, responsibility for defective work will not be accepted by Us unless this is due to failure in using reasonable care and skill.
- 6.5 If the information or action required of you under sub-Clause 6.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, We may charge you a reasonable additional sum for that work.
- 6.6 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 6.4, We may suspend the Services (and will inform you of that suspension in writing).
- 6.7 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention, We will inform you in advance in writing before suspending the Services.
- 6.8 If the Services are suspended under sub-Clauses 6.6 or 6.7, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from Us by their due date(s).
- 6.9 If you do not pay Us for the Services as required by Clause 5, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing. This does not affect Our right to charge you interest under sub-Clause 5.5.
- 6.10 Delivery of the work shall be agreed when proofs are approved, and there upon or on notification that the work has been completed, the ownership shall pass and payment shall become due.

## 7. Problems with the Services and Your Legal Rights

- 7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is reasonably possible (you do not need to contact Us in writing).
- 7.2 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, any of our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, sub-Clause 6.5 will apply and We may charge you for remedial work.
- 7.3 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.

## 8. Our Liability

- 8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 The required property shall be supplied to Us at your risk.
- 8.3 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 8.5 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 8.6 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## 9. Events Outside of Our Control (Force Majeure)

- 9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, act of God, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 9.2.1 We will inform you as soon as is reasonably possible;
  - 9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
  - 9.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
  - 9.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 10.2. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice;
  - 9.2.5 If the event outside of Our control continues for more than 12 weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 10.5 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

## 10. Cancellation

- 10.1 Once We have begun providing the Services, you will not be able to cancel the Services and the Contract. If you have made any payment to Us for any Services, a refund is not guaranteed. If no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- 10.2 If any of the following occur, you may cancel the Services and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation:
  - 10.2.1 We have breached the Contract in any material way and have failed to remedy that breach within 14 Business Days of you asking Us to do so in writing; or
  - 10.2.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or
  - 10.2.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 9.2.5); or

- 10.2.4 We change these Terms and Conditions to your material disadvantage.
- 10.3 We may cancel your Order for the Services before the Services begin.
- 10.4 Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 3 days written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- 10.5 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give you notice in these circumstances:
- 10.5.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.5); or
- 10.5.2 You have breached the Contract in any material way and have failed to remedy that breach within 10 days of Us asking you to do so in writing; or
- 10.5.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 9.2.5).
- 10.6 For the purposes of this Clause 10 (and in particular, sub-Clauses 10.2.1 and 10.2.4) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

## 11. Communication and Contact Details

- 11.1 If you wish to contact Us, you may do so by telephone at **07759919440** or by email at **[jayne@outofthebleu.co.uk](mailto:jayne@outofthebleu.co.uk)**.

## 12. Complaints and Feedback

- 12.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 12.2 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in the following ways:
- 12.2.1 By email, addressed to Jayne Odell, **[jayne@outofthebleu.co.uk](mailto:jayne@outofthebleu.co.uk)**;

## 13. How We Use Your Personal Information (Data Protection)

We will only use your personal information as set out in Our Privacy Notice available from **[Privacy-Statement-2024.pdf \(outofthebleu.co.uk\)](#)**.

## 14. Other Important Terms

- 14.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 14.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 14.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

## 15. Alternative Dispute Resolution

- 15.1 'The Parties' refers to both, Us and you. The Parties shall attempt to resolve any dispute arising out of or relating to this Collaboration Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 15.2 If negotiations under Clause 15.1 do not resolve the matter within 14 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through the agreed Alternative Dispute Resolution ("ADR") procedure.
- 15.3 If the ADR procedure under Clause 15.2 does not resolve the matter within 14 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute shall be referred to the Centre for Alternative Dispute Resolution at Cambridge Innovation Park by either Party for arbitration.
- 15.4 The seat of the arbitration under Clause 15.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules of the Centre for Alternative Dispute Resolution. In the event that the Parties are unable to agree on the arbitrator(s) either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Centre for Alternative Dispute Resolution for the time being for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 15.5 Nothing in this Clause 15.5 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 15.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 15.6 shall be final and binding on both Parties.

## 16. General Lien

- 16.1 Without prejudice to other remedies, We shall in respect of all unpaid debts due from you, have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property and to apply any proceeds towards such debts.

## 17. Governing Law and Jurisdiction

- 17.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 17.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

These Terms and Conditions were last updated on September 2024.