



TERMS AND CONDITIONS

Purple Motion's terms and conditions cover all projects, services and jobs undertaken for our clients, agreed in writing or by E-mail communication. The terms and conditions can only be added to or amended by Purple Motion Ltd with prior written confirmation.

1. INTELLECTUAL PROPERTY

Subject to any pre-existing third party rights, intellectual property rights in respect of all brand development, visual design and where appropriate, programming, will vest with the Client upon payment of all outstanding invoices. With regard to internet based services, Purple Motion retain all intellectual property rights to developed products and source code including but not limited to ASP, ASP.NET, JavaScript, Content Management Systems and uncompiled Flash files unless otherwise agreed, and for which a separate fee may be applicable.

2. COPYRIGHT AND TRADEMARKS

Ownership of the copyright in respect of the medium or mediums commissioned on any completed and approved design concept is transferred to the client at the time of final payment in full. Purple Motion retain the right to use reproductions of the designs on its website and promotional materials unless a NDA was signed before the commencement of the design commission.

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

The customer may request in writing from Purple Motion, the necessary permission to use materials (for which Purple Motion holds the copyright) in forms other than for which it was originally supplied, and Purple Motion 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.

Any text, images or other data supplied to Purple Motion by the client or third parties for inclusion in any medium the client 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. By supplying images, text, or any other data to Purple Motion, the customer grants Purple Motion permission to use this material freely in the pursuit of the design.

Should Purple Motion, or the customer supply an image, text, audio clip or any other literature 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 Purple Motion to remove and/or replace the le on the site.

The customer agrees to fully indemnify and hold Purple Motion 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.

3. SOURCE FILES

Source files are available free of charge if requested within 30 days of completion of the project. Charges may be applicable to retrieve them after 30 days. Purple Motion is not obliged to retain artwork beyond 30 days.

4. CONCEPTUAL DESIGN WORK

It is Purple Motion's policy to charge for conceptual design work undertaken for evaluation against other agencies. All design work is charged at our agreed hourly rates. Any material costs will be agreed with the client before any purchase is made.

5. PROJECT ACCEPTANCE

At the time of proposal, Purple Motion will provide the customer with a written estimate. The Terms and Conditions can be read on the Purple Motion website. Before work on any project commences the client must acknowledge the acceptance of the estimate in writing and in doing so agrees to be bound to Purple Motion's Terms and Conditions.

6. 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 Purple Motion holds no responsibility for any amendments made by any third party, before or after a design is published.

7. LICENSING

Any design, copy-writing, drawing, idea or code created for the customer by Purple Motion, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Purple Motion and any of its relevant sub-contractors.

All design work - where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Purple Motion will not be held responsible for any and all damages resulting from such claims. Purple Motion is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Purple Motion responsible for any such loss or damage. Any claim against Purple Motion shall be limited to the relevant fee(s) paid by the customer.

8. DESIGN CHARGES

Charges for design services to be provided by Purple Motion will be set out in the written estimate that is provided to the customer. At the time of the customer's signed acceptance of the estimate we may require a non-refundable deposit of up to 50% of the design which fee will become immediately due. In these circumstances work on the project will not commence until Purple Motion has received this amount.

9. CHARGES FOR OTHER SERVICES

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

10. VALIDITY

All proposals issued by representatives of Purple Motion are valid for a period of 30 days from the date of issue. Purple Motion reserves the right to cancel or revise any outstanding proposal after expiry of this period if official written acceptance by the client has not been received.

11.ACCEPTANCE

No proposal issued by Purple Motion will be considered binding upon Purple Motion until it officially accepted in writing by a Director, Partner or authorised representative of the client and so acknowledged by Purple Motion. The conditions of supply, as set out by Purple Motion, may not be modified or varied unless specifically agreed in writing under the signature of a Director of Purple Motion. Purple Motion does not recognise any terms and conditions of purchase of the client that are contrary to this agreement. Execution of, compliance with or implementation of orders does not imply Purple Motions' acceptance of the client's conditions. Purple Motion also reserves the right to cancel or to modify the terms of any proposal if it is unable to obtain satisfactory credit references for the client.

12.VARIATION

Purple Motion reserves the right to submit variation invoicing if the scope of work changes from that set out in the proposal or scope of supply.

13. INVOICING

Unless otherwise stated in a project proposal or scope of supply Purple Motion will invoice the client 50 per cent of the estimated or fixed project value on project acceptance and this sum must be paid immediately. The balance is then invoiced on project completion. Projects below certain values as determined from time to time by Purple Motion and at its sole discretion may waive the above commencement invoice requirement, and invoice the project in full on project completion. Invoices will be issued in UK Sterling. However, with the agreement of the Client, Purple Motion reserve the right to issue invoices in other currency denominations. Unless otherwise advised by the Client, Purple Motion will submit invoices to the Client address indicated on client purchase orders, letterhead or other correspondence.

14. PERFORMANCE OF SERVICES

Purple Motion will perform its services in a professional and workmanlike manner Purple Motion will use reasonable efforts to complete the services in accordance with the schedule set forth in the Scope of Supply, subject to the fulfilment by the client of its responsibilities as set forth herein and in the Scope of Supply. The Client acknowledges that Purple Motion may use subcontractors in connection with its performance of Services.

15. PAYMENT TERMS

Fee invoices will be rendered as set out in clause 13 above. Purple Motion reserves the right to withhold any deliverables under the Scope of Supply in the event that any payment is not made when it falls due. Project commencement invoices are payable immediately upon receipt. All other invoices are payable 14 days from the date of the invoice except where terms have separately been agreed in writing by Purple Motion. Invoices submitted and not paid within 30 days of the invoice date will incur interest on a daily basis in accordance with Late Payment of Commercial Debts (Interest) Act 1998. This interest charge may be waived at the discretion of Purple Motion.

16. DELAYS

The Client agrees to compensate Purple Motion for any extended work caused by its delay, act, omission or failure to meet its requirements, at Purple Motion's standard invoicing rates. Purple Motion reserve the right to invoice for completed elements of a project, if the project extends past the timescale shown on a project plan and if those delays have been caused by circumstances outside the control of Purple Motion. The same rights allow for up to 95 per cent of the project value to be invoiced upon or after the occurrence of this event and for which the Client is then legally bound to pay said invoice notwithstanding that the project has not been fully completed and delivered.

17. LIMITATION OF WARRANTY AND LIABILITY

- a) Except as provided in clause 14 of this Agreement, Purple Motion make no warranties, express or implied, including without limitation any warranties as to merchantability or fitness for a particular purpose.
- b) Neither party will be liable for indirect, punitive, exemplary, special or consequential damages (including loss of profits, loss of data, loss of business or other economic damage) of any kind even if advised of the possibility of such damages. Regardless of the form of any claim, Purple Motion Communications' liability for any claim arising under the services, including costs and expenses, shall not exceed the total fee paid by the Client for the services under the Scope of Supply.
- c) Purple Motion are not liable for any damage to or loss of goods or any part thereof in transit or upon delivery unless advised by the Client within 4 working days of receipt, and confirmed in writing or by e-mail within same period. If Purple Motion accept liability for such loss or damage, its liability shall be limited to replacement or repair of such goods.

18. CLIENT RESPONSIBILITIES

The Client agrees to provide Purple Motion with such assistance as Purple Motion may reasonably request in connection with the services, including timely access to the Client's facilities and to the Client's applications (including source and object code) and to persons with sufficient technical and business knowledge regarding the services and the Client's business objectives relating to the services. The Client will also provide Purple Motion with accurate and complete information necessary to the completion of the services.

19. GENERAL

- a) Neither party may assign its rights and/or obligations under this Agreement without the other party's prior written consent.
- b) These terms and conditions are in addition to any Scope of Supply, schedules attached to any Scope of Supply, daily rate documents, Maintenance agreements, Internet based services terms and conditions or any other agreement originated by Purple Motion.
- c) Neither party shall be liable to the other for any failure or delay caused by events beyond its reasonable control, including, without limitation, sabotage, failure or delays in transportation or communication, failures or substitution of equipment, labour disputes, accidents, shortages of labour, fuel, raw material or equipment, acts of God, war, riot, civil commotion, explosion, fire, government action or epidemic.
- d) Terms and conditions may from time to time be amended by Purple Motion giving its Clients 30 days' notice in writing or by e-mail communication. If not accepted by the Client giving written or e-mail notification which must be received at Purple Motion registered office existing services and projects will continue until the next renewal date for services or the completion date for existing projects, and existing terms and conditions will remain in force for the remaining period of service or project.
- e) Purple Motion is an independent contractor with respect to this Agreement and the Client will have no responsibility to provide fringe benefits or to withhold taxes normally withheld from an employee's pay on behalf of Purple Motion and its associates' employees.
- f) Title in goods and services shall remain with Purple Motion until all sums owing by the Client are settled. The Client grants irrevocable right and licence to Purple Motion's servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours to remove goods where title remains vested in Purple Motion pursuant to this clause. The Client will also meet any expenses in the return or recovery of goods and the costs of any damages thereto.
- g) The laws of England and Wales will govern this Agreement.



20. HEADINGS

The headings of the terms and conditions herein are for convenience or reference only and do not form part of this Agreement nor effect its interpretation.

21. SLA

We will respond to customer queries within 2 working days.

22. ABUSE

We take abuse and online security very seriously, and welcome any reports of scams, fraud, phishing or spam. If you believe a domain name or website associated with Purple Motion or one of our customers is being used to commit a crime, please email info@purplemotion.co.uk

23. COMPLAINTS

Please send complaints to info@purplemotion.co.uk.

Your complaint will be acknowledged within 2 working days.

If after reasonable effort by the personal dealing with your complaint you are still not satisfied, please ask them to escalate the matter to the Managing Director, or call 01752 764209 and ask to speak to Lee Nathan.

[FOR OUR INTERNET-BASED TERMS AND CONDITIONS PLEASE CLICK HERE](#)