

Lang Communications

- 1. Definitions** 'Langs' means Lang Communications Limited. 'Contract' means the Client's acceptance of the Proposal. 'Client' means the person or company from whom/which Langs accepts instructions to supply services, including (but not exclusively) copywriting, editorial, design, production and/or consultancy services. 'Proposal' means any proposal or estimate prepared by Langs for the provision of Services to the Client.
- 2. Exclusion** Unless otherwise agreed in writing by Langs, these Terms shall prevail over any terms and conditions stipulated, incorporated or referred to by the Client in its acceptance of the Proposal.
- 3. Variations** Any variations to the Services requested by the Client subsequent to the Contract may result in a variation to the price and/or time periods set for the Services.
- 4. Price and payment** Where the price in the Proposal is stated to be estimated, Langs reserves the right to amend the estimated price if there are any changes in the assumptions on which the original estimate was based. Langs will invoice the Client either on completion of the work or, where the work continues over an extended period and with the Client's agreement, part interim and the balance on completion. Invoices shall be paid within 30 days. Disbursements made by Langs on behalf of the Client for external services such as photography and print, and out of pocket expenses such as travel and despatch, will be charged at cost.
- 5. Liability** Langs gives no warranty but will use its reasonable endeavours to ensure that any copy it supplies will not infringe any intellectual property right of any third party. Where proofs, foreign language translations, photography, layouts or illustrations have been submitted to the Client for approval, Langs will not be liable for text or images which the Client fails to correct or change. Langs shall not be responsible for non-performance in whole or in part of its obligations to the Client under the Contract if such non-performance is due to any cause beyond the control of Langs and any suppliers which Langs has appointed for the work. Any complaint by the Client in respect of the performance of or otherwise in connection with the Services shall be notified to Langs within 14 days of the completion of the Services as defined in the Proposal. To the extent that Langs is held legally liable to the Client in connection with the performance of the Services, Langs' liability shall not exceed the fee element of the price payable to Langs specified in the Proposal.
- 6. Copyright and intellectual property** Upon payment by the Client of Langs' outstanding invoice(s), copyright in material written or designed by Langs transfers to the Client. Copyright in and ownership of any original illustration or photography commissioned by Langs remains with the originator of the material (or the agent thereof) unless otherwise agreed in writing between the originator, Langs and the Client. The Client agrees to indemnify Langs against any claims brought against Langs, and the expenses arising therefrom, which are connected with any material provided by the Client to Langs. The Client agrees to supply to Langs, free of charge, a reasonable number of printed copies of each document produced in connection with the job undertaken, which Langs may use to promote its business.
- 7. Confidentiality** Any information supplied by the Client to Langs which the Client explicitly requires Langs to treat as confidential, shall not be disclosed to any person by Langs save as it is required by law, for the furtherance of the Services or if and when that information enters or may be reasonably held to have entered the public domain.
- 8. Termination** Either party shall be entitled to terminate the Contract immediately by notice in writing in the event that the other party has had a Receiver appointed over any of its property or assets, goes into liquidation or ceases to carry on business. Upon such a termination Langs shall not be required to carry out any further work and the Client will be liable to pay Langs for Services undertaken up to the date of the notice of termination.
- 9. Governing law** This Contract shall be governed by and construed in accordance with the laws of England.