

OBJECT SOUP LTD. TERMS AND CONDITIONS

DEFINITIONS

'Customer' means the person/s or company using the services of Object Soup Ltd

'Object Soup' means Object Soup Ltd

'Goods' means physical item/s commissioned by the Customer and produced by Object Soup

PRICES, CHARGES & PAYMENT:

- 1) Unless otherwise indicated, all prices exclude VAT, delivery, installation and maintenance of Goods
- 2) Unless agreed in writing, Object Soup requires a 50% payment in advance of services commencing
- 3) Balance payment terms are strictly fourteen calendar days from the issue date of the invoice
- 4) Any queries on the invoice must be raised within seven calendar days of the issue date of the invoice
- 5) Object Soup reserves the statutory right to claim interest and compensation for debt recovery costs under the Late Payment legislation if not paid according to these agreed terms and conditions. (annual rate of 8% plus the Bank of England base rate in force at the time.) Such interest shall accrue on a daily basis from the Due Date and shall be compounded with the invoice amount on each anniversary of the Due Date of any invoice
- 6) In the event of cancellation of any services instigated by the Customer past Confirmation of Works (per General Terms (9)) charges for services rendered up to the date of cancellation that exceed the initial 50% payment will be made by Object Soup, including but not limited to any costs or expenses which have been incurred
- 7) Where the Customer possesses and/or has use of Goods provided by Object Soup, and full payment for these Goods has not been made, Object Soup reserves the right to issue a small claims against the Customer for the outstanding payment for the Goods, and the Customer will be responsible for the associated costs, including but not limited to reasonable legal costs of Object Soup
- 8) Formal quotations are valid for fourteen calendar days from the date of the quote

GENERAL TERMS

- 9) Object Soup requires written Confirmation of Works prior to project work commencing
- 10) Changes by the Customer to designs, specifications or scope of work, may result in a change to charges
- 11) Object Soup reserves the right to extend the project timeframe beyond any dates for deliverables due to design changes, specifications, scope of work, delays relating to late supply of information from the Customer to Object Soup, or for other circumstances beyond Object Soup's control
- 12) Unless agreed in writing, uncollected Goods will be held for 2 months after the issue date of final invoice before disposal of said Goods
- 13) Risk of damage to or loss of any Goods shall pass to the Customer on receipt of Goods
- 14) All Goods remain the property of Object Soup until such time as full payment has been made
- 15) Object Soup must be notified in writing (email) within twenty-four hours of any claims for defects or damage on receipt of Goods
- 16) Goods may be heavy and/or fragile and Object Soup excludes all liability to the Customer that results from handling, installation and maintenance of the Goods by the Customer or any third party. If there is any doubt about how to install the Goods, particularly where rigging is required, professional advice should be sought.
- 17) Unless under NDA or otherwise agreed in writing, Object Soup reserves the right to use documentation of any work completed by Object Soup for the Customer for advertising or marketing purposes.
- 18) Notwithstanding any other provision hereof, the liability of Object Soup arising under or in connection with the Goods or the provision of any services to the Customer shall be limited to the amount of actual loss which has been finally determined to have been suffered but without reference to any special conditions or circumstances known to Object Soup at any time which increase the amount of that loss. In no event shall Object Soup be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not foreseeable and whether or not Object Soup has been advised of the possibility of such loss or damages.

INTELLECTUAL PROPERTY

- 19) The Customer warrants that it has obtained all consents, licenses, and clearances required from any person holding intellectual property rights (including, but not limited to copyrights and trademarks) necessary for Object Soup to perform its services. The Customer shall indemnify Object Soup, its directors, officers, and employees against any and all liability to third parties, including but not limited to infringement of copyrights, trademarks, or publicity rights, arising directly or indirectly from Object Soup's delivery of products or services
- 20) Object Soup will retain copyright and all other intellectual property rights in the Goods and any related materials created by Object Soup (the **Intellectual Property**). Object Soup may use the Intellectual Property for any project for any other customer and for any other purpose.

FORCE MAJEURE

- 21) Object Soup shall not be under any liability to the Customer if unable to perform any of its obligations or comply with any of the Customer's instructions due to circumstances beyond its reasonable control

GOVERNING LAW

- 22) The contract of work between the Customer and Object Soup will be governed by English Law. Any dispute will first be sought to be resolved on an amicable basis before moving to mediation or going to court

DATA PROTECTION

- 23) You may choose to restrict the collection or use of your personal information. If you do not agree to us using your personal information for direct marketing purposes, you may notify us at any time by emailing hello@objectsoup.com. We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. You may correct or update your personal information at any time by emailing us at hello@objectsoup.com. Please include your name, address and email address when you contact us to ensure that we accept amendments only from the correct person. We will securely retain your information for as long as is reasonably necessary and in accordance with UK law. If you wish to submit a request that your data be deleted, please email us at hello@objectsoup.com.
- 24) We may share your data with third parties (a) if we are under a legal or regulatory duty to do so, (b) if it is necessary to do so to enforce our terms and conditions or other contractual rights, (c) to lawfully assist the police or security services with the prevention and detection of crime or terrorist activity, (d) where such disclosure is necessary to protect the safety or security of any persons, and/or (e) otherwise as permitted under applicable law. In all instances where we disclose your information to third parties, we will ensure that your information is appropriately protected. You may request details of personal information which we hold about you. If you would like a copy of the information held, please email hello@objectsoup.com.
- 25) If you have a complaint regarding any aspect of your personal data or this privacy policy, please write to us at the above address. If you are still not satisfied with the outcome of your complaint you may also complain to the Information Commissioner, all contact details are available on the website: ico.org.uk