



**BetterVisuals.com**

Designs for the web

The below listed Terms and Conditions are acknowledged by both parties in relation to works undertaken by Better Visuals.

Once this document has been signed, it becomes a legally binding document created on behalf of Better Visuals. By signing both parties expressly declare that they are freely able to adhere to the terms contained herein, and by voluntarily consenting and understanding the implications arising from any breach, compromise or broken term of this agreement they are fully aware of the legal ramifications that will ensue. Both parties are also fully aware of the obligations placed upon them to ensure that they are capable of adhering to all the points contained within this agreement. Any misrepresentation, whether wholly, innocent or negligent must be notified immediately and cannot later be used or relied on to renege upon any payment terms whatsoever, that have been previously agreed and acknowledge. The points contained in these Terms and Conditions will be upheld by both parties and are used in conjunction to support all Order Acknowledgments used in connection with any specific project, design, template, web-design/images, codes or any other project which is undertaken between Better Visuals and the named party to the Contract.

- 1) Disclaimer against Goods, Services and Products:** All services provided by Better Visuals will be given and supplied in good faith based upon their combined business acumen. However, where their services entail the use of any third party services, business or person, sought by Better Visuals or the Client/Associated Third Party personally, Better Visuals cannot indemnify and or guarantee against any changes supplied by such external party involving costs and or alterations, provided such considerations are notified to the Client/Associated Third Party. Once such authority is sought Better Visuals will have the full knowledge and assurances from their Client/Associated Third Party and thereby if such changes provided by an external party adversely affect the contract or terms contained therein in any way; Better Visuals will accept no liability whatsoever for loss, damage, suspension, costs, claims or demands that occurs directly or indirectly because of such third party interference. Better Visuals will be not be accountable for any infringement of property rights, misinformation, delivery of defective products, services or web-site content and domain names which is proved harmful to any person, business, company or organisation.
  
- 2) Order Acknowledgement General points:** All meetings, telephone calls, digital communications, electronic communications whether express or oral in contemplation of the Contract to be undertaken will be deemed to comply with the Terms and Conditions of Service and Order Acknowledgement. Better Visuals will supply the Order Acknowledgement and will expect a signed copy to be returned before any work will commence on the Contract. If such agreements are not returned within 14 days, Better Visuals have the right to amend or change such points in relation to price or any associated increases, provided that proof can be obtained confirming such alterations. Once the Client/Associated Third Party has given this 'Order Acknowledgement' the works to be undertaken in the formulation of the Contract will be included. Any other works, projects or materials additional to the undertakings will become chargeable and the Client/Associated Third Party will be notified regarding such costs.

- 3) Legalities:** Either party can withdraw their 'Intention to Create' legal relations, prior to the Order Acknowledgement being signed. Once this document has been authorised all sections contained within the Terms and Conditions will render the Contract valid.
- a) The Parties participating in this Contract do so at their own risk and agrees to defend, indemnify and release Better Visuals from their Contractual obligations, should the Party be found to supply any illegal or defamatory materials, or should it come to light that the Client/Associated Third Party or Third Party Associate be found to be operating outside the Laws that Govern England and Wales, all such associations will be rescinded. Any costs, charges or fees incurred by Better Visuals until that point of knowledge will become payable, and the payment
  - b) Better Visuals agrees to use the information supplied by the Client/Associated Third Party appropriately and to ensure compliance of the Data Protection Act 1998.
  - c) Should a breach arise during the period of the Contract before completion as such; Better Visuals will seek to rescind the Contract and will pursue all expenses associated with productions costs, charges, administration and legal fees, along with all costs related to design, web-hosting, artwork, set-up fees, materials and time considerations in connection with the Project that has been undertaken.
  - d) All information and images that are supplied to Better Visuals from their Client/Associated Third Party or associated third party must comply with advertising legislation. Any supplied information or imagery deemed in the opinion of Better Visuals to be inappropriate will not be hosted or used in conjunction with the Contract; unless the Client/Associated Third Party/associated party has permission to use such material.
  - e) Better Visuals will assume that all such associated rights as listed in section 3d) will be ethical and represent an accurate and truthful portrayal of the Contract that has been entered into.
  - f) Any such material supplied in conjunction with section 3d&e) that may be offensive to the Public Interest or is a misrepresentation in any way whatsoever and therefore non-compliant with either Consumer Protection from unfair Trading Regulations 2008 or the Business Protection from Misleading Marketing Regulations 2008, will be notified to the Advertising Standards Authority.
  - g) Better Visuals expects the Client/Associated Third Party to perform all research necessary on their company names/logos to ensure such aspects of design/colour/imagery/wording does not contravene any existing Trademark/Mark/Image or Copyright belonging to another registered business, organisation or individual. Better Visuals will accept no liability whatsoever arising from any legal action pursued as a result of such use of already registered or copyright approved material. Better Visuals will have the implied right to assume that all materials/information/images supplied by the Client/Associated Third Party in the course of this Contract will not contravene any infringement rights, and that all such information supplied is done so with either the express permission of the original authors, or indeed are owned solely by the Client/Associated Third Party.
  - h) All points contained within these Terms and Conditions are constructed and governed by the Laws of England and Wales.

- 4) **Advertising Standards Authority:** With effect from 1<sup>st</sup> March 2011 the Advertising Standards Authority will extend the remit of their control to cover all 'Marketing Communications'. Should the Client/Associated Third Party/Associated Third Party seek to ensure their web-site complies with the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing the (CAP Code), all associated costs arising from the 'New Website Audit' Service health-check will be the sole responsibility of the Client/Associated Third Party/Associated Third Party. Better Visuals can supply the information necessary for the individual Client/Associated Third Party/Associated Third Party to investigate and ensure self-regulation upon request. **It is not the responsibility of Better Visuals whatsoever, to ensure compliance is reached, maintained and adhered to.**
- 5) **Non-Disclosure:** Better Visuals and any third party associates agrees that, except if directed by the Client/Associated Third Party, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the Client/Associated Third Party agrees that it will not convey any confidential information about Better Visuals to another party, with the express permission of Better Visuals. All information supplied will be treated in the strictest confidence, however, given the nature of the work to be undertaken will be deemed to have an implied right for certain information to be exchanged.
- 6) **Better Visuals' Obligations:** Better Visuals agrees to supply their services diligently and act in a professional manner at all times.
- a) Better Visuals agreed to keep a 'Costs Estimate' of the work involved and undertaken to date in accordance with the project, for dispute, or rescission purposes in association with point 14 relating to payment of services carried out.
  - b) All such work and or materials that are required for a specific purpose that is additional to the quotation and or 'Order Acknowledgement', that are accordingly supplied via a third party or other professional regarding specific work that Better Visuals are unable to provide, will be provided on the basis that such services may be subject to change and out of the direct control of Better Visuals, in accordance with time constraints. Better Visuals will accept no liability whatsoever for other individuals/professionals/third parties/ whose deadlines change without notification, or so suddenly that notice cannot be given, thus causing disruption and unavoidable expenditure due to such action. Whilst every effort will be made to avoid such a situation, any such occurrence will be outside the remit of Better Visuals and as such all liability arising from such an incident will be limited as such. Better Visuals will seek to have any additional costs arising from such adverse situations reimbursed, *however this provision will not and cannot be guaranteed within the Terms and Conditions of Better Visuals*. Better Visuals will always endeavor to work within specified time constraints, however, situations may arise that are out of Better Visuals control and as such will accept no liability for such losses that arise due to such unforeseen circumstances.
  - c) All materials supplied in accordance with the quotation and 'Order Acknowledgement' will be supplied where required, should for whatever reason the goods, materials and or products have to changed or be substituted, then Better Visuals will notify the customer/Client/Associated Third Party and ensure that all such changes are validated and approved beforehand. **NO SUBSTITUTIONS ON ANY QUOTATION WILL BE CARRIED OUT WITHOUT PRIOR AUTHORISATION.** Where possible any such changes will be made and charged as per the initial quotation, should any alternative product, goods or materials incur additional cost, approval for such increases will be sought prior to any changes being made. Once approval is sought and confirmed then the additional costs will be noted separately upon invoicing and will enact the payment terms contained within these 'Terms and Conditions of Service'.
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- d) Better Visuals is fully insured and copies of such documentation are available upon request.

- e) Better Visuals will endeavor to complete the contract within the specified timescales, however, if for any reason the Client/Associated Third Party/Third Party Associate, does not comply with the obligations placed upon them and therefore delays the performance of Better Visuals. Better Visuals will seek the contract to be part-performed and thereby will enact the payments terms contained within this agreement.
- f) Better Visuals will notify their Client/Associated Third Party if the agreed contractual price has been reached with regard to the project for work supplied on a daily or hourly rate. No further work will be carried out with express permission from the Client/Associated Third Party. If further alterations are required after all contractual obligations have been fulfilled, then Better Visuals expects all such work to be paid for and will therefore invoice separately. All such extra work, alterations over and above what was initially sought will be chargeable at an agreed amount with the Client/Associated Third Party.
- g) Better Visuals endeavors to create pages that are search engine friendly, however, Better Visuals gives no assurance that the site will become listed with search engines or of certain search results. In no event shall Better Visuals be held liable for any changes in search engine rankings as a result of using Better Visuals codes. If an error or issue with the design or code arises during the project which does not allow the design or code to match the original specification, the Client/Associated Third Party agrees that Better Visuals can apply the nearest available alternative solution.
- h) Better Visuals will ensure any materials supplied in support of the undertaking by the Client/Associated Third Party will remain the Client/Associated Third Party's property and will be returned where possible, anything supplied by Better Visuals will always remain their property unless any rights have been passed to the Client/Associated Third Party or arrangements have been made between the relevant parties.
- i) Better Visuals reserves the right to charge for storage on such materials that are stored before the Contract commences or after completion of the Contract.

**7) Client/Associated Third Party/Associated Third Party Obligations:** Better Visuals will expect their Client/Associated Third Party to perform certain obligations within the formulated working relationship certain aspects will be deemed implied rights.

- a) Proofs/Prototypes/Materials may be submitted for the Client/Associated Third Party's approval and Better Visuals will accept no liability whatsoever for any errors not corrected by the Client/Associated Third Party. Any changes arising from such errors will become chargeable, unless the errors have been notified and Better Visuals fails to correct such mistakes, (proof will be needed to confirm any such fault lies with Better Visuals concerning this point). It is the Client/Associated Third Party's sole responsibility to ensure that the work carried out on their behalf is correct in content for /grammar/image/colour and technical content.
- b) If the Client/Associated Third Party as part of his/her contractual obligations is to supply certain documentation/imagery/materials/information or any other aspect to enable Better Visuals to complete their performance of the Contract, and fails to provide such documentation/imagery/materials/information within a period of 30 days from Better Visuals requesting such information, then depending upon the significance of the situation Better Visuals can rescind upon their Contractual obligations in full and thus render valid all points contained within section 17 of these Terms and Conditions. If the said Client/Associated Third Party fails to comply with the terms and obligations placed upon him or her in order for the contact to become fulfilled and thus uses such practices to renege upon payment section 18 will be effective immediately. Part-performance of the contract will be deemed, and as such Better Visuals will have the legal option of enforcing the completion of the contract or rescinding the contract. Such 'frustration' will have financial costs; all such associated costs in connection with point 7a&b) will be the sole responsibility of the Client/Associated Third Party.
- c) The Client/Associated Third Party will ensure that all materials needed to be supplied to Better Visuals is done using a safe and secure method. Where such methods of transportation are reliant upon postal services, Better Visuals requests that all methods of delivery can be recorded and acknowledged. Failing to supply such materials in a non-recorded manner that unfortunately results in materials becoming lost, misplaced or damaged and thereby directly

having a detrimental financial impact upon the project/undertaking; all such associated costs will be deemed the responsibility of the Client/Associated Third Party alone.

- d) Any colours/materials/imagery/documentation that is supplied to Better Visuals in order to complete certain graphics will be sourced to the best endeavors of Better Visuals. Should a colour match not be identical to the requirements of the Client/Associated Third Party, and thereby the image is not a perfect match, the Client/Associated Third Party must agree to a substitution. Better Visuals will always assure the Client/Associated Third Party that they will try and match any design as close as possible, however variations may occur.
  - e) If the Client/Associated Third Party wishes a third party to edit their site, or any part of the site, responsibility of such association will then lie with the said party, any errors or costs in connection with editing will be the responsibility of the Client/Associated Third Party. If the Client/Associated Third Party wishes Better Visuals to correct any subsequent errors, these will be charged in additionally to the initial project quotation.
  - f) The Client/Associated Third Party agrees to secure regular back-ups of the site, database or software. Better Visuals will accept no liability in assuming back-ups whatsoever.
  - g) The Client/Associated Third Party agrees to ensure their compliance with Internet and Ecommerce Laws. Under no circumstances can Better Visuals be held accountable or responsible for claims, suits, penalties, taxes or tariffs arising from the Client/Associated Third Party's exercise of Internet or Ecommerce sites or pages.
  - h) The Client/Associated Third Party agrees to update their site in compliance with new legislations, or releases. It will be the responsibility of the Client/Associated Third Party to ensure these updates occur. Such demands, liabilities, costs, losses and claims arising from omission to inform or implement such updates will be the sole responsibility of the Client/Associated Third Party.
  - i) The Client/Associated Third Party agrees and understands that external factors may contribute to site or application malfunction from time to time. Such interruption of service may result in losses for the Client/Associated Third Party; Better Visuals will accept no liability for such costs arising from unavailability, malfunction or interruption of any web-site service, application or site.
- 8) General Obligations:** Both parties agree to give notice where possible with regards to holidays, sicknesses or periods of absence that may affect the timescales of contractual performances, there will arise certain circumstances beyond the control of either the Client/Associated Third Party or Better Visuals, such situations will be treated individually and mutually agreed by the Client/Associated Third Party and Better Visuals to extend the time constraints placed upon them.
- 9) Website Optimization:** Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for websites. The process of optimizing websites itself will bring in more traffic and hits and you will see visits increase to your site naturally. Better visuals will accept no liability whatsoever for any change in rankings, or drop off in the position of such sites/undertakings due to changes in algorithms of the search engines or the factors used to rank websites.

**10) Health and Safety:-** Whilst on-site or at any premise, Better Visuals will endeavor to convey and follow all Health and Safety legislations and stipulations and work within the boundaries of the Law. As such under no circumstances will any personnel or associated personnel or third party of Better Visuals or its associates, be expected to work in such an environment that is deemed to be unsafe and or hazardous that could or may cause a risk or serious injury. Better Visuals expects all sites and or premises to comply with Health and Safety requirements and should any associated personnel feel that such requirements are being jeopardized and or compromised in any way, they will have the full backing of the Management of Better Visuals to leave site immediately. Where possible such eventualities will be notified, but will not be guaranteed as such. Until the environment is returned to comply within the Health and Safety requirements, Better Visuals is not at liberty to return to either the premises and or site. Any associated cost arising from such Health and Safety failings, imperfections or defects will be the sole responsibility of the customer/Client/Associated Third Party.

*UNDER NO CIRCUMSTANCES WHATSOEVER WILL ANY MEMBER OF BETTER VISUALS PUT THEM OR RISK ENDANGERING ANYONE ELSE BY REMAINING OR RETURNING TO THE SAID SITE OR PREMISE UNTIL SUCH TIME AS ALL HEALTH AND SAFETY REQUIREMENTS ARE RECTIFIED AND OR SATISFIED.* Any losses that arise from such action will be the sole responsibility of the Customer/Client/Associated Third Party and Better Visuals will not be held liable or responsible for any increased or additional costs arising from such action.

**11) Quotations:-** Better Visuals will validate any quotations within a 30 day period. Any quotations passed this period may no longer be current, due to product/good price increases, not necessarily associated with Better Visuals. Better Visuals reserves the right to amend any quotation during this period, if the amendments are requested by the customer/Client/Associated Third Party, provided all amendments are authorised, the Client/Associated Third Party will be liable for all additional work, goods and or services in accordance with such requests. Upon acceptance of any quotation and provided the 'Order Acknowledgement' has been authorised then all Client/Associated Third Party/Associated Third Parties are bound by the terms and conditions associated with payments, cancellation charges and any other conditions in accordance with Better Visuals Terms and Conditions Policy.

**12) Title to Goods:-** In accordance with Better Visuals Terms and Conditions once all goods/materials/information has been used or displayed in connection with the supply, design and hosting of the project, in accordance with customer specifications all such undertakings will remain the property of Better Visuals, until such time as they have been paid for in full and then ownership and or responsibility will transfer to the customer/Client/Associated Third Party. Failure to settle any invoices in connection with the project/undertaking/web-site/design and or hosting will validate all points contained in section 18 of these Terms and Conditions and render the goods the property of Better Visuals. Better Visuals will have the implied right to display the artworks/materials/documentation in association with the project and or undertakings in a portfolio format, whether the portfolio is document based or electronically stored.

- 13) Completion of Work:-** Should for any reason the customer/Client/Associated Third Party change their mind during and or prior to any job/work commencing, having signed and acknowledged that the job/work is to commence or has already commenced, Better Visuals will treat each individual circumstance upon its own merit to ascertain whether payment is required in full or whether a part-payment would be acceptable (see section 18a). Such decisions are the sole responsibility of Mrs Terri Galloway for and on behalf of Better Visuals. No other employee or personnel other than these two named individuals will have the authority to make such decisions. Any products, goods, materials, hire costs and or expenses associated with the commencement of such job or work may be chargeable to the customer/Client/Associated Third Party. Authorization of any order acknowledgment does signify the intention to 'create legal relations' and thereby the terms surrounding Contract Law will be enforced and are very clear to offer protection for both business and consumer alike.
- 14) External Services:-** All such services provided outside the limitations or scope of Better Visuals will be carried out and or conducted by the respected qualified and or professional company/individual. As such these services will carry their own guarantee and or product liability. Certain external services will have professional certification to validate such work and will fall outside of the remit and guarantees of Better Visuals. If Better Visuals have provided the services of such third party professionals during the course of any work and or job; and should a fault or defect occur with such work, then Better Visuals will attempt to resolve the situation and or problem. HOWEVER, IF SUCH SERVICES ARE PROVIDED OR SOURCED BY THE CUSTOMER/CLIENT/ASSOCIATED THIRD PARTY DIRECTLY, THEN BETTER VISUALS WILL ACCEPT NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY DEFECTS, FAULTS, DAMAGES OR LOSSES ASSOCIATED WITH SUCH WORK THAT IS CARRIED OUT INDEPENDENTLY OF BETTER VISUALS.
- 15) Complaints Procedures:-** Should any customer/Client/Associated Third Party have any complaints whatsoever, whether in connection with personnel, the services provides and or the designs themselves throughout the duration of the work that Better Visuals is undertaking, they MUST CONVEY SUCH DISSATISFACTION AT THE TIME OF NOTICING. Customers/Client/Associated Third Party's that do not notify to Better Visuals any complaints cannot later rely on such a fact to renege upon payment. Better Visuals are a professional company and rely on their outstanding reputation to provide a high quality service – and as such will endeavor to rectify all complaints at the time of notification. All representatives of Better Visuals will behave in such a way that will not be deemed unethical or anti-social or degrading to any member of the public, customer or Client/Associated Third Party, likewise abusive behavior towards any employee of Better Visuals will not be tolerated or accepted.
- 16) Additional Work:-** All additional work over and above the authorised quotation and 'Order Acknowledgement' forms will be charged for without exception. All such work will be individually signed off by the customer/Client/Associated Third Party and will become chargeable in accordance with all points contained in Section 18. No additional work and or materials will be supplied unless the customer/Client/Associated Third Party has agreed and authorised such work/changes - consent will be deemed to be provided by way of authorised 'day work sheets' which Better Visuals will supply. Once these sheets are signed then the payment terms of Better Visuals will pertain. UNDER NO CIRCUMSTANCES WHATSOEVER WILL BETTER VISUALS BE EXPECTED TO VALIDATE OR BE HELD RESPONSIBLE FOR ASCERTAINING THE CORRECT/AUTHORISED SIGNATORY FOR THE SAID COMPANY OR CLIENT/ASSOCIATED THIRD PARTY. Any such signature that appears on the 'day work sheet' will be deemed to have the relevant permission to authorize such additional work/hours as appears and is recorded upon them.

- 17) Costs and Expenditure:-** Better Visuals enlists the Administration and Legal Services of Time Management Support. Any costs incurred in relation to the services provided by Time

Management Support by way of recovery of any outstanding invoices by the Customer/Client/Associated Third Party outlined in this agreement will be charged to the said Customer/Client/Associated Third Party, including all surcharges, administration, debt recovery fees and where applicable Court fees. All invoices will incur VAT and this will be shown accordingly. If Better Visuals has undertaken to host/ensure a web-site is live, they will have the implied right of ownership until the account is paid in full. Should payment not be made for any reason without permission from Mrs. Terri Galloway, then Better Visuals reserves the right to suspend hosting the site until payment has been made. If payment remains outstanding, then all work surrounding the site will be withdrawn permanently. Work in connection with suspending the sites will be chargeable, as will releasing withdrawing the site completely. If Better Visuals is charged for no longer requiring the site, accordingly all such associated costs will be passed to the Client/Associated Third Party. Deposits are required to ensure the commencement of work, all deposits will be held and non-refundable should the project no longer be required. At final invoice stage all such deposits will be shown and deducted from the final amount sought, along with any stage payments that have been made.

- a) **Payment Terms:-** Better Visuals offer a strict payment term of 30 days from the date of invoice. Should these terms be exceeded without the authorization and or agreement of Mrs. Terri Galloway, then without exception the matter will be passed for onward collection. This service will incur a debt recovery fee and also administration charges will be applied to the account at 10% per month, backdated whilst the account remains in arrears. Should the matter progress to Court then further interest charges will also be applied. According to the Sale and Supply of Goods Act 1994 when any customer and or Client/Associated Third Party unequivocally accepts and receives goods or services then there is an implied term to pay for such goods and or services and failure to do so will breach this implied term and can render the contract void. As such Better Visuals will seek to rescind such a contract and therefore will seek to have all services, goods, materials and associated costs reimbursed in full. According to Section 69 of the County Courts Act 1984 and or the Late Payment of Commercial Debts (Interest) Act 1998 Better Visuals will also request that interest is charged to the account accordingly on all outstanding accounts. ALL PAYMENTS CAN BE MADE VIA ON-LINE BANKING, CHEQUE PAYMENTS TO BETTER VISUALS OR IN CASH, ALL PAYMENTS ARE TO BE MADE AND RECEIVED IN POUNDS STERLING.
- b) **Stage Payments:** All work carried out and undertaken by Better Visuals will be done so and provided with the opportunity for all Client/Associated Third Parties to either arrange payments in either 3 stage installments or in a final settlement at the end of the project. Without exception all final payments must be paid within the 30 day accounting period for all projects, whether provided in a single stage or over a 3 stage payment period. Upon final invoice all accounts must be settled within 30 days, from date of invoice. Where stage payments are agreed upon, and invoiced accordingly, each stage will be payable before the next stage commences.
- c) **Part-Payment for services commenced but not completed:** Part-Payments or full payment will also be required if the services, products, materials and goods are supplied by Better Visuals to the customer/Client/Associated Third Party but are no longer required where work has already commenced, unless expressly authorised to the contrary by either Mrs. Terri Galloway. Part payment monies will be decided depending on the individual circumstances and awarded upon merit of each situation. Whilst Better Visuals are sympathetic to changing needs whether personal or business, if the services of Better Visuals have been sought and enlisted then as such payment for such services whether completed or otherwise will be required.



d) **Non-payment** will result in legal proceedings being issued and may incur late payment penalties as outlined above. All surcharges will be charged and backdated at 10% per month that the invoice remains unpaid. If Better Visuals issues legal proceedings in relation to overdue accounts, interest, compensation and all Court expenditure will be added to the outstanding sum.

**18) Services in General:** All the services, products, goods and materials that are supplied by Better Visuals are given and provided with the utmost professionalism. Slander, Libelous or abusive behaviour will not be tolerated whatsoever by either Management, Employees or Third Parties associated with Better Visuals; whose reputation and business efficacy is of paramount importance, such unwarranted attitudes or communication will result in legal proceedings being issued.

**19) 'Force Majeure':-** Notwithstanding any other provision of this Contract, neither party shall be deemed to be in breach of this Contract, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Contract, to the extent that the delay or non-performance is due to any Force Majeure of which is has notified the other party, and the time for performance of that obligation shall be extended accordingly.

**20) Revocation:-** No order/job can be revoked after acceptance of the 'Order Confirmation' has been agreed and authorised, unless express permission is given by Terri Galloway. Where acceptance is denoted by performance, payment whether part or whole will be sought for any services, goods, materials and or expensed purchased and or provided by Better Visuals.

**21) Limitation of Liability:-** Better Visual's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the initial contract/order acknowledgment price only. Also Better Visuals shall not be liable whatsoever to the Client/Associated Third Party/Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever, howsoever caused, which arise out of or in connection with the Contract.

Points 1-21 (one through to twenty one inclusive) have been acknowledged and authorized by both Parties who understand the provisions contained therein. Any amendments or additions will be sanctioned accordingly. The said Business/Individual/Customer/Client/Associated Third Party has been fully advised of the implications arising from a breach of any of the points outlined and contained within these 'Terms and Conditions of Service' provided by Better Visuals.

**Name: Terri Galloway**  
**For and on behalf of Better Visuals**  
**On behalf of: Better Visuals**

**Name and Address:**  
**On behalf of:**

\_\_\_\_\_ X

\_\_\_\_\_ X

**SIGNATURE:**

**SIGNATURE:**

**THIS AGREEMENT IS DATED:**

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