

THESE TERMS AND CONDITIONS shall apply to all goods and services supplied by toinfinity. Any provision, stipulation or requirement in the conditions of order of the person, company or organisations to whom such goods and services are supplied ('the client') or otherwise which conflicts with or in any way qualifies or negates any of these conditions shall have no effect and these conditions shall remain.

Amendments to these Terms and Conditions shall be published at the time of amendment on www.toinfinity.co.uk and a new copy made available to all clients with open work orders.

1. Estimates, costs and VAT

1.1. toinfinity shall charge such costs, charges, and expenses that will be agreed, by way of written or email confirmation, of any given estimate for the supply of any goods and services.

1.2. Any estimates (quotations) given are based on toinfinity current costs of production and delivery, and, unless expressly agreed otherwise, by way of written or email confirmation, are subject to amendment on, or at any time after, acceptance by the Client to cover any rise or fall in such costs.

All toinfinity costs, charges, and expenses are subject to VAT at the current standard rate excluding 'VAT free' print where permissible for qualifying clients.

2. Terms of Payment

2.1. All invoices shall be paid in full within 14 [fourteen] days of the date of invoice unless they are immediately payable as described in 2.3 below.

2.2. For all initial contracts, and all contracts exceeding the value of £500.00 (five hundred pounds) a 50% [fifty per cent] deposit will be payable on instruction (when the contract is signed and returned). The balance will then be due upon completion unless the project is estimated to take longer than 30 [thirty] days [NETT] to complete. For projects lasting longer than 30 [thirty] days [NETT] a payment plan will be outlined and agreed with the client and form part of the contract.

2.3. toinfinity reserves the right:

2.3.1. to invoice the Client for any direct charges and costs incurred by toinfinity and any such invoice shall be due and payable immediately without prejudice;

2.3.2. to require the Client to provide payments on account for work done, or to be done, and expenses incurred, or likely to be incurred on the Client's behalf;

2.3.3. to immediately suspend work and any ongoing subscriptions or website hosting services until such payments are made and all accounts satisfied.

2.4. For any additional projects outside the scope of the original estimate provided, toinfinity will submit estimates on a per-project basis for Client review and approval.

2.5. Without prejudice to any other remedy available to it toinfinity shall be entitled to charge interest on overdue invoices at the rate of **10%** [ten per cent] compound interest per month above the Bank of England base rate. Such interest shall accrue at such rate after, as well as before, any judgement.

2.6. Goods or services supplied to or commenced at the request of an agent for the Client shall be chargeable to that agent in the first instance then to it's principal if no payment is made. These payments will have a surcharge of 10% [ten per cent] of the total levied to them.

2.7. All web hosting charges are payable by standing order only and are detailed within the toinfinity web hosting tariff (available upon request). An annually renewable contract will remain in force for the duration of a 12 [twelve] calendar month period and will renew automatically each period. 1 [one] clear calendar months notice will be required prior to renewal for cancellation or transfer out of toinfinity's hosting provision.

2.8. Domain fees are required to be paid in full at the time of registration for 12 [twelve] or 24 [twenty four] calendar month contract. The length of contract will be confirmed prior to order, and costings will be confirmed in writing. Domain names remain the property and in the ownership of the client at all times. Notification will be given to the Client prior to the renewal of these domain names for which confirmation and payment will be required in full prior to the renewal. toinfinity does not offer an automatic renewal service for domain names and registered URL's.

2.9. Upon instruction toinfinity will require full payment in advance if previous payments by the relevant client have been overdue for any reason. This will remain the case for the subsequent 3 [three] projects after any late payment is received.

3. Additional Charges

3.3. toinfinity reserves the right to make additional charges in respect of all costs, charges, and expenses incurred by toinfinity beyond what toinfinity deems in its sole opinion to be reasonable allowances including, but not limited to, those caused by or arising out of:

3.3.1. copy or brief supplied not being clear and legible;

3.3.2. author's corrections, project development or other work requested by the client not specified in the estimate. This will be charged at the usual hourly rate of £45 [forty five pounds];

3.3.3. additional use of fax, telex, couriers and similar facilities;

3.3.4. additional or expedited deliveries, packing or mailing;

3.3.5. any increase in costs from any third party supplier or service provider brought in as part of the fulfilment of any agreed work;

3.3.6. any miscellaneous design materials including, but not limited to, fonts, graphics and other similar items.

3.3.7. any necessary travel costs including, but not limited to, mileage, meals, lodging, and other costs related directly to travel by our personnel. Mileage will be charged at 40 pence per mile [forty pence]. Other out of pocket expenses will be charged at cost and copies of receipts provided - originals will be kept on file by toinfinity.

4. Refunds for Services rendered

4.3. In the event of a complaint about services rendered by toinfinity the client is required to contact toinfinity at the earliest opportunity. toinfinity shall always endeavour to work direct with clients to determine an appropriate solution to any problem that may arise in relation to services provided by toinfinity. However, if no other reasonable solution can be found, and all resources to resolve the problem have been exhausted, a refund may be granted for the following reasons:

4.3.1. toinfinity was not able to deliver the agreed services to the client because of mutually agreed and independently proven negligence or misconduct on their part. In such cases:

4.1.1.1. The maximum refund offered will always be limited to up to 50% [fifty per cent] of the fees paid.

4.1.1.2. A refund will only be given once the client has proven that they are no longer using or benefiting from any element of the disputed service provided by toinfinity.

5. Refunds for consumer goods supplied

5.1. Consumer goods may be sold by toinfinity from time to time, including promotional items and other consumables. As a consumer purchasing items such as these then the following refund policy applies.

5.1.1. Returns and Exchange requests are accepted by mail with the return and exchange form within 30 [thirty] days of purchase. Faulty goods should be returned within 14 [fourteen] days of purchase.

5.1.2. All items must be unworn or undamaged along with its original tags and packaging.

5.1.3. toinfinity will issue a refund for the original amount paid on the merchandise returned, excluding the shipping and handling fee.

5.1.4. Refunds are issued in the form of cheque payment unless otherwise requested.

5.1.5. Allow up to 25 [twenty five] business days from the date we receive your returned package to process your refund and exchange.

5.1.6. Allow 1 to 2 billing cycles for the refund to appear on your credit card statement from the time your refund is processed at toinfinity.

6. Artwork and Proofs

6.1. All preliminary work carried out at the Client's request, whether experimentally or otherwise, may be charged to the Client at the discretion of toinfinity, and will remain the property of toinfinity, protected by international copyright and designs, ideas or concepts cannot be used, either in part or in their entirety, without prior written consent sent to toinfinity and after written authorisation is returned to the client. Any breach of this clause may result in legal action taken against the client for royalty costs for any such public use.

6.2. Proofs of all work may be submitted for the Client's approval either as hard copy or electronic PDF proofs and toinfinity shall not be liable for any errors not corrected by the Client in such proofs.

6.3. toinfinity shall not be liable for any errors not corrected following the Client's final sign-off.

6.4. The Client's alterations and additional proofs necessitated thereby shall be charged as additional charges after the agreed number of revision rounds have been completed, unless these were deemed to be an error of toinfinity, which will be agreed by toinfinity before actioning.

6.5. Where hard copy print proofs are requested by the client, a surcharge covering the production cost of these proofs and any delivery charges will be invoiced accordingly with immediate payment required in line with paragraph 2.3.1.

6.6. When style, type or layout is left to toinfinity judgement, changes there from made by the Client shall be charged as additional charges after the agreed revision rounds have been completed, unless these were deemed to be an error of toinfinity, which will be agreed by toinfinity before actioning.

6.7. Final sign-off of work will be in written or email confirmation, direct to toinfinity. All print proofs will have a client sign-off form label on the reverse, which will need to be signed by the client and returned to toinfinity with the hard copy proof.

7. Variations in Quantity

7.1. toinfinity will endeavour to deliver the correct quantity ordered but estimates are conditional on margins of 5% [five per cent] for work in one colour only and 10% [ten per cent] for other work being allowed for overs or shortage which shall not be charged or deducted as appropriate.

8. Intellectual Property and Risk in Goods and Services

8.1. The Client shall be deemed to have accepted the goods and services on delivery, but toinfinity shall retain ownership of all designs, materials and goods produced by it to the order of the Client until all goods and services provided to the Client have been paid for in full.

8.2. In the instance of delivery being made prior to payment toinfinity have the right to collect any goods provided to the Client, by any means necessary, without prior notice. Any charges incurred for collection will be invoiced to the Client along with any original costs. If payment remains outstanding for more than 90 days [ninety days NETT] all goods will be disposed of, with existing charges and disposal charges being made to the Client. If payment is made in full within 90 days [ninety days NETT] all goods will be returned to the Client and any service reinstated. In this instance no form of credit will be granted for future work and any instructed work or service will not commence before settlement of any estimate is made in full with cleared funds.

8.3. The risk in the goods shall pass to the Client upon delivery, which for the avoidance of doubt means from the commencement of unloading activities or when collected from toinfinity by the Client or its Agent as the case may be.

8.4. Electronic information, documents, artwork and other materials owned by toinfinity or its supplier and used by toinfinity for example in the production of film setting, negatives, positives, plates, etc shall remain the exclusive property of toinfinity or its supplier as the case may be.

8.5. Any material made available to toinfinity by or on behalf of the Client shall, while it is in the possession of toinfinity or in transit, be at the Client's risk and toinfinity shall not be liable for any damage to such materials however caused. The Client shall ensure the said material is insured to the appropriate level.

8.6. Electronic data may be erased from memory and lithographic or other work effaced immediately after the order is completed, unless written arrangements are made to the contrary, whereupon a storage fee may be charged to the Client.

8.7. toinfinity shall be entitled to destroy any other materials supplied to it by, or on behalf of the Client after the expiration time of six months after they come into toinfinity possession or one month after notice has been given, by way of verbal, written or email confirmation, by toinfinity to the Client.

8.8. toinfinity shall be entitled to make a reasonable charge for the storage and disposal of any Client's property left with toinfinity before receipt of the order or after notification to the Client of completion of the work.

9. Materials Supplied by the Client

9.1. toinfinity may reject any paper, disks, plates or other materials supplied or specified by the Client, which appear to be unsuitable. Additional costs incurred if materials are found to be unsuitable during production may be charged to the Client.

9.2. Where materials are so supplied or specified by the Client, toinfinity will take every reasonable care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in, or unsuitability of materials supplied or specified.

9.3. Quantities of materials supplied shall be sufficient to cover normal spoilage.

9.4. Any additional costs incurred by toinfinity where disks, etc., are supplied by the Client without adequate instructions that result in re-running may at the discretion of toinfinity be charged to the Client.

9.5. All electronic media supplied must always be virus checked before leaving the Client's possession and will be checked again on receipt by toinfinity – suspect media devices appearing to have virus, Trojan or other malware in storage will be destroyed and Client notified for re-submission of media.

10. Periodical Publications

10.1. A contract for the design, production and printing of a periodical publication shall not be terminated by either party unless 3 [three] clear calendar months notice is received in writing in the case of periodicals produced monthly or more frequently. 6 [six] calendar months notice in writing for all other periodicals. Such notice may be given at any time but whenever possible should be given immediately after completion of work on any one issue.

11. Indemnity and Illegality

11.1. toinfinity shall not publish, in electronic or printed form, any matter, which in its opinion is of an illegal, misleading or libellous nature, an infringement of any proprietary or other right of any third party, or otherwise prejudicial to toinfinity or the Client.

11.2. toinfinity will refuse to work for or with:

11.2.1. Organisations that promote any products, services, beliefs or practices which are either in direct, or indirect, competition with those products, services, beliefs or practices of a pre-existing client, UNLESS the pre-existing client gives toinfinity permission to accept such work.

11.2.2. Monetary Gambling or Betting related games or industries

11.2.3. Organisations with poor human rights and working practices or a reputation for these.

11.2.4. Unnecessarily high levels of environmental harm or a reputation for these.

11.2.5. Pornography or distasteful images or a reputation for these.

11.2.6. Discriminatory, obscene or inflammatory language or a reputation for these.

11.2.7. Actively, or appearing to actively, endorse, encourage, enable or fund any criminal activity or a reputation for this.

11.2.8. Content or Activity which is deemed by toinfinity at its sole discretion to be defamatory by association.

11.3. toinfinity reserve the right to immediately withdraw any and all services it supplies to any Client that has been deemed, in its sole discretion to have violated any term of the toinfinity Ethical Criteria

11.4. In the absence of independently proven gross negligence the Client shall indemnify toinfinity and keep it indemnified against all or any costs, claims, damages, demands and expenses (including legal costs) which may be incurred by or made against toinfinity by any third party by reason of the supply of toinfinity goods or services in accordance with the Client's instructions.

12. Claims Against toinfinity

12.1. toinfinity reserves the right at any time to alter its product specification without giving prior notice to the Client.

12.2. toinfinity shall not be liable to the Client for any damage to goods, delay in delivery or partial delivery of goods in transit unless the Client notifies toinfinity immediately and confirmed in writing following delivery. The goods shall be conclusively deemed to have been accepted by the Client 24 hours after delivery has been made.

12.3. In any event toinfinity shall not be liable for any consequential damage, however arising.

13. Insurance

13.1. The Client shall be responsible for affecting all necessary insurance in respect of any damage or expense that it may suffer directly or indirectly in relation to the provision or non-provision of toinfinity goods and services.

14. Suspension and Termination / Cancellations

14.1. Either party may terminate the relationship between toinfinity and the Client at any point with 30 days written notice. Any projects in production at the time of termination are subject to the full fees as outlined in the original quote.

14.2. toinfinity shall be entitled to:

14.2.1. suspend its performance of the contract if and for so long as the Client shall be in breach of any of its obligations; and

14.2.2. terminate the contract without notice in the event of the bankruptcy, insolvency or liquidation of the Client at any time or the levying of any distress, execution or other legal process upon the Client's assets or in the event of a receiver being appointed over all or any part of toinfinity assets or in the event of a continuing breach by the Client of any of its obligations.

15. Waiver

15.1. The waiver or non-enforcement by toinfinity of any breach or non-observance of any of these Conditions shall not prevent the subsequent enforcement of these Conditions in full and shall not be deemed a waiver of any subsequent breach.

16. Force MaJeure

16.1. toinfinity shall not be liable for any delay or failure to perform any of its contractual obligations as a result of war, flood, storm, riot, fire, accident, civil commotion, acts of God, government action, failure of power supply, equipment failure, lock out, strike, default or failure of subcontractor or suppliers or any other cause beyond its reasonable control.

16.2. toinfinity shall not be liable for any damage or expense suffered by the Client or any third party arising directly or indirectly from any of such matters.

17. Variation

17.1. These Conditions shall not be varied, waived or modified except in writing under the hand of a duly authorised appointed person acting on behalf of or in place of toinfinity.

17.2. These Conditions override any differing conditions, which may appear on the Client's order form or other document.

17.3. toinfinity reserves the right to vary these Conditions from time to time subject to giving prior written notice to the Client.

17.4. Any provision of these Conditions, which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of these Conditions.

17.5. The headings used herein are for convenience only and shall not affect the meaning or construction of these Conditions.

18. Notice

18.1. Any notices required to be given under these Conditions shall be in writing and shall be served by letter sent by a delivery service that requires a signature, name, time and date for proof of delivery addressed to the party to which it shall be sent at its principal place of business or such other address as may have been notified pursuant to this provision to the party giving the notice and shall be deemed to be delivered only on receipt of proof of delivery.

19. Proper Law and Jurisdiction

19.1. These Conditions shall be governed and construed according to English Law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.

20. Legal Entity

20.1. These Terms and Conditions apply to all goods and services rendered by 2infinity Ltd, Company number 06110024, VAT number 9037481277 trading as toinfinity.