

Terms & Conditions Including The Purchase Of Services

COMPANY: GT DESIGNS

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Terms And Conditions Of The Purchase Of The Services And Goods

Please read all of the these terms and conditions. By agreeing to work with GTD to are accepting the Terms and Conditions. As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you have any questions, contact GTD via email: contact@gtdesigns.org.

APPLICATION

These Terms and Conditions will apply to the purchase of the services and goods by you (the Client or you). We are Alexandra Hebden trading as Ginger Tea Designs with email address contact@gtdesigns.org; (the Supplier, Designer, GTD, Ginger Tea Designs, GT Designs, Alexandra Hebden or us or we).

These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

INTERPRETATION & DEFINITIONS

- **Agreement** means the Project Proposal, Terms and Conditions and any other attached documents.
- **Client Content** means all materials, writing, images or other creative content provided by Client used in preparing or creating the Deliverables.
- **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
- **Contract** means the legally-binding agreement between you and us for the supply of the Services;
- **Deliverables** means the services and work product specified in the Project Proposal to be delivered by Designer to Client.
- **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
- **Designer Tools** means all design tools developed and/or used by Designer in performing the Services, including pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional

elements.

- **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
- **Final Deliverables** means the final versions of Deliverables provided by Designer and accepted by Client.
- **Goods** means any goods that we supply to you with the services, of the number and description as set out in the Order;
- **Order** means the Customer's order for the Services from the Supplier as submitted following the step by step process set out on the Website;
- **Privacy Policy** means the terms

which set out how we will deal with confidential and personal information received from you via the Website;

- **Project** means the scope and purpose of the Client's identified usage of the work product as described in the Project Proposal.
- **Services** means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Project Proposal. Including any Goods, of the number and description set out in the Order;
- **Third Party Materials** means proprietary third-party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.
- **Website** means our website www.gingerteadesigns.co.uk on which the Services are advertised, unless otherwise stated as the client's website or your website.

SERVICES

Services and any Goods is as described on the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and outcomes may vary depending upon client requirements, design and price range.

In the case of Services made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate. All content sent to GTD will be used in its form received unless proofing, content creation or checks are requested and included in the quote.

All Services which appear on the Website are subject to availability.

We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

DESIGNER SERVICES

GTD shall perform the services listed the Scope of Work according to the Work Plan and Project schedule. GTD will be the point of contact for the Client who will be required to sign-off on the project at various stages with the Designer.

RELATIONSHIP OF THE PARTIES

Independent Contractor: GTD is an independent contractor. GTD shall determine, in its sole discretion, the manner and means by which the Services are accomplished. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorised to act as agent or bind the other party except as expressly stated in this Agreement. Designer and the work product or Deliverables prepared by GTD shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

Design Agents. GTD shall be allowed to use third party's as independent contractors in connection with the Services ("Design Agents"). GTD shall remain fully responsible for Design Agents' compliance with this Agreement.

No Exclusivity. This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by GTD, and GTD shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by GTD. Client must inform GTD within 48 hours of other parties to best enable GTD to serve the Client.

CHANGES TO PROJECT SCOPE

Change Request: If Client wants to change the Scope of Work after acceptance of Agreement, Client shall send GTD a written Change Order describing the requested changes in detail. Within *[48 hours]* of receiving a Change Order, GTD will respond with a statement proposing designers availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions. GTD will evaluate each Change Order at its standard rate and charges.

Major Change: If Client requests are at or near *[75]* percent of the time required to produce Deliverables, or the value of the Scope of Services, GTD shall be entitled to submit a new and separate Proposal to Client for written approval. GTD shall not begin work on the revised services until we have received a fully signed revised proposal and any additional fees.

Minor Change: If Client requests are not Major Changes, Client will be billed on a time and materials basis at GTD standard hourly rate per hour. Such charges shall be in addition to all other amount payable under this Agreement, despite any maximum budget, contract price or

final price identified. GTD may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes.

Acceptance/Rejection: Client will have [7] days (days are inclusive of weekend, bank holidays, and non-work days) to respond in writing accepting or rejecting the new proposal. If Client rejects the proposal, GTD will not be obligated to perform any services beyond those in the original Agreement.

EVALUATION AND ACCEPTANCE

Testing: GTD will test and correct Deliverables using commercially reasonable efforts before providing Deliverables to Client.

Approval Periods: Client shall, within [7] days (days are inclusive of weekend, bank holidays, and non-work days) after receiving each Deliverable, notify GTD in writing of any failure to comply with the specification of the Project Proposal or of any other objections, corrections or changes required. GTD shall, within [7] days (days are inclusive of weekend, bank holidays, and non-work days) of receiving Client's notification, correct and submit a revised Deliverable to Client. Client shall, within [7] days (days are inclusive of weekend, bank holidays, and non-work days) of receiving a revised Deliverable, either approve the corrected version or make further changes. If after [5] corrections by Designer, Client finds the Deliverables are not acceptable, Client may terminate this agreement subject to the termination clauses of this Agreement. If Client fails to provide approval or comments during any approval period, those Deliverables will be considered approved and accepted. All objections, corrections and changes shall be subject to the terms and conditions of this Agreement.

REPRESENTATIONS AND WARRANTIES

By Client. Client represents and warrants to GTD that: (a) To the best of Client's knowledge, use of the Client content does not infringe the rights of any third party; (b) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials; (c) Client will obtain all necessary and appropriate rights and licenses to grant license to GTD to use Third Party Materials.

By GTD: GTD represents and warranty to Client that: (a) GTD will provide the Services identified in the Agreement in a professional and workmanlike manner; (b) GTD shall secure all necessary rights, title, and interest in and to the Final Deliverables, including GTD Tools, sufficient for GTD to grant the intellectual property rights provided in this Agreement; (c) To the best of GTD's knowledge, the Deliverables will not violate the rights of any third parties; (d) If Client or third parties modify the Deliverables or use the Deliverables outside of the scope or purpose of this Agreement, all representations and warranties of GTD shall be void.

Except for the express representations and warranties stated in this agreement, GTD makes no warranties whatsoever. GTD explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

CLIENT RESPONSIBILITIES

Client acknowledges that it is responsible for performing the following in a reasonable and timely manner: (a) Provide Client Content in a form suitable for use in the Deliverables without further preparation by GTD, unless otherwise specified in the Project Proposal; (b) Proofread all Deliverables. Client will be charged for correcting errors after the acceptance of any Deliverable; (c) Make decisions regarding other parties.

You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).

Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

ACCREDITATION AND PROMOTION

Accreditation: GTD shall be entitled to place accreditation, as a hyperlink or otherwise, in the form, size and location as incorporated by GTD in the Deliverables on each page of the Final Deliverables.

Promotion: GTD retains the right to reproduce, publish and display the Deliverables in GTD's portfolios and websites, in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

Promotional Approval: Either party, subject to the other's reasonable approval, may describe its role in the Project on its website and in other promotional and marketing materials, and, if not expressly objected to, include a link to the other party's website.

PERSONAL INFORMATION / CONFIDENTIAL INFORMATION

Client's "Confidential Information" includes information that GTD should reasonably believe to be confidential. GTD's "Confidential Information" includes the source code of any GTD Tools. All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only use as needed

to perform this Agreement. Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure

We retain and use all information strictly under the Privacy Policy. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this. We will pass your contact details to debt collectors should payments not be received when due, you expressly agree to this by accepting the Terms and Conditions, your details will only be shared if you breach the Terms and Conditions agreed.

BASIS OF SALE

The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. When an Order has been submitted on the Website or directly with GTD, we can reject it for any reason, although we will try to tell you the reason without delay.

When relevant, see below, the Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly. Relevant only to active clients making bookings through the active clients login portal.

A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order. You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract, and before performance begins of any of the Services.

Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 14 days from its date, unless we expressly withdraw it at an earlier time.

No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving you rights as a business.

FEES AND PAYMENT

The fees for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out on the Website at the date we accept the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard rate basis.

Fees and charges include VAT at the rate applicable at the time of the Order.

You must pay by submitting your credit or debit card details with your Order, for website projects other than maintenance, 20% of your total quote is due before work commences. Full payment is due within 21 days of project completion and your website will not go live until full payment has been received. If the live date of your website is not the pre-arranged date due to late payment that is the fault of the Client. GTD recommend full payment is made 72 hours before the date you would like to make your website live to ensure there are no delays.

Where a milestone payment method is used: Payment is due when Designer completes each milestone as listed in the Work Plan and Milestones schedule, and Client accepts the Deliverables for that milestone.

Monthly payments: For maintenance packages, must be made by direct debit. Payment must be made every 30 days for your monthly maintenance to take place. There is no fee for cancelling your monthly maintenance payments and there is no minimal months' notice to end your agreement.

TEMPLATES PURCHASED

All templates must be paid for in advance and in full. The turn around time is 48 hours, only within business hours and excludes public holiday dates in the UK and any holiday leave. The templates are non-refundable as they are a digital purchase. If you are contacted for further information or to confirm the semi-customisable elements you have requested then the 48 hours will be paused and continue upon your response.

Any additional edits or amendments will be charged at an hourly rate of £40 per hour for a minimum of £20.

LATE PAYMENT

Late Fee: The maximum allowed by law, is payable on all overdue balances.

Collection Expenses: Client shall pay all collection or legal fees caused by late payments.

Withholding Delivery: Designer may withhold delivery and transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full.

Withholding License: All grants of any license to use or transfer ownership of any intellectual property rights under this Agreement are conditioned on full payment, including all outstanding Additional Costs, Expenses, Fees, or any other charges.

COMPENSATION

Fees: Client agrees to pay Designer the fees listed in the Project Proposal, including all taxes.

Additional Costs: Pricing in the Project Proposal includes only Designer fees. Any other costs, such as hosting, domain purchase, third part apps, art licensing or photography, will be billed to Client.

Hosting Final Deliverables: Wix will host the Final Deliverables on Wix hosting servers while the Project is under construction and once it is live. If the Final Deliverables are not completed by the completion date listed in the Project Proposal, and the delay is not caused by GTD, Client accepts that they will be paying hosting costs. The cost of hosting is always the client's responsibility.

DELIVERY

We will deliver the Services, to the Delivery Location / remotely by the time or within the agreed period or, failing any agreement: in the case of Services, within a reasonable time arranged in project plan.

In any case, regardless of events beyond our control or to the fault of the client, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction is dependable upon each case and is calculated on the amount of additional time required, please contact your designer at GTD to discuss options.

Client Content: Client Content is the exclusive property of the Client. Client grants GTD a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

Preliminary Works. GTD retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to GTD and destroy their copies within (30) days (days are inclusive of weekend, bank holidays, and non-work days) of completion of the Services.

GTD Tools. All GTD Tools are and shall remain the exclusive property of GTD. GTD grants Client a nonexclusive, nontransferable, perpetual, worldwide license to use the GTD Tools solely to the extent necessary with the Final Deliverables for the Project.

RISK AND TITLE

You do not own the goods, services or creations until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery or transfer of services, creations or goods and end any right to use the goods, services or creations still owned by you, in which case you must return them and delete your versions or received copies.

DELAYS

GTD Delays: GTD shall use all reasonable efforts to meet the Work Plan and Milestones delivery schedule. GTD may extend the due date for any Deliverable by giving written notice to Client. The total of all extensions shall not exceed [90] days.

Client Delays: Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by Client will result in a day-for-day extension of the due date for all Deliverables.

General Delays: Any delay caused by conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of God, labour disputes, riots, acts of war, terrorism and epidemics.

TERM AND TERMINATION

Term: This agreement shall begin when both parties sign and shall continue until all Services are complete and delivered, or until the Agreement is Terminated.

Termination for Cause: Either party may terminate this agreement at any time, on [7] days (days are inclusive of weekend, bank holidays, and non-work days) prior written notice if the other party breaches any of its material responsibilities or obligations under this Agreement and fails to cure that breach during that [7] day (days are inclusive of weekend, bank holidays, and non-work days) period.

Termination for Insolvency: Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is

appointed for it.

Termination by Mutual Agreement: This agreement may be terminated by the mutual agreement of the parties.

Termination for Convenience: Either party may terminate this agreement at any time and for any reason on [7] days (days are inclusive of weekend, bank holidays, and non-work days) prior written notice to the other party. If Client terminates the Agreement under this section, GTD shall, at Client's reasonable discretion, complete any work assigned or scheduled during the notice period in accordance with the terms and conditions of this Agreement and require payment in full.

Termination Fees: In the event of termination, Client shall pay GTD for the Services performed through to the date of termination in the amount of a prorated portion of the fees due. Client shall pay all Expenses, Fees, and Additional Costs incurred through the date of termination. If an express or premium service was required Client must also pay an additional cancellation fee to reflect the work load and administrative tasks required by these services.

Intellectual Property: If Client terminates and on full payment of compensation, GTD grants Client right and title as provided by this Agreement with respect to those Deliverables provided and accepted by Client as of the date of termination.

Confidential Information: On expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) all rights and obligations regarding Confidential Information shall survive.

To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision via email or postal letter when requested. In any event, you must be able to show clear evidence of when the cancellation was made.

CONFORMITY

We have a legal duty to supply the Goods and Services in conformity with the Contract and will not have conformed if it does not meet the following obligation.

Upon delivery, the Goods will: be of satisfactory quality, conform to their description and agreed specifications. It is not a failure to conform if the failure has its origin in your materials. GTD will supply the Services with reasonable skill and care. GTD will provide the following after-sales service: Depending on the package or services purchased.

DURATION, TERMINATION AND SUSPENSION

The Contract continues as long as it takes us to perform the Services.

Either you or we may terminate the Contract or suspend the Services at any time by a written

notice of termination or suspension to the other if that other: commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 7 days of the written notice; or is subject to any step towards its bankruptcy or liquidation.

On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

DISPUTE RESOLUTION

Negotiation: Parties agree to attempt to resolve any dispute by negotiation between the parties.

Arbitration/Mediation: If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties.

Litigation: In all other circumstances, the parties specifically consent to the courts located England. The parties waive any jurisdictional or venue defenses available to them and further consent to service of process by mail.

GENERAL

Modification/Waiver: Modifications to this Agreement must be in writing and signed by both parties. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

Notices. All notices under this Agreement shall be given in writing either by: (a) Fax or Email, with return confirmation of receipt; (b) Certified or Registered mail, with return receipt requested. Notice will be effective when received, or in the case of email, on confirmation of receipt.

No Assignment. Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party.

Governing Law. This Agreement shall be governed by the law of the United Kingdom.

Severability: If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Where possible the invalid

or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law.

Headings: Headings and numbering used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect.

Complete Agreement: This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this Agreement.

SUPPORT SERVICES

Warranty Period. Depending on the service arranged the Client is entitled to a set number of hours / days / months of support. Support Services means commercially reasonable technical support and assistance to maintain and update the Deliverables, including any after amendments or changes. Requests for additional support will be billed on a time and materials basis at Designers standard rate.

Maintenance Period. After the Warranty Period expires, pre-arranged, and at Client's option, GTD will provide Support Services on an ongoing monthly basis to the Client following the Client selecting the preferred maintenance package.

No Enhancements: The services in the Warranty Period and the Maintenance Period do not include enhancements to the Project or other services outside the scope of the Proposal.

ENHANCEMENTS

During the Maintenance and Support Period, Client may request that GTD develop enhancements to the Deliverables. GTD shall exercise commercially reasonable efforts to prioritize GTD's resources to create such enhancements. Client understands GTD may have preexisting obligations that may delay requested enhancements.

Alterations. Alteration of any Deliverable is prohibited without the express permission of GTD. GTD will be given the first opportunity to make the required alterations. Unauthorized alterations shall constitute additional use and will be billed accordingly.

RIGHTS TO FINAL ART

License: GTD grants to Client a non-exclusive, perpetual and worldwide license to use and display the Final Deliverables in accordance with this Agreement. The rights granted to Client are for use of the Final Deliverables in its original form only. Client may not change, create derivative works or extract portions of the Final Deliverables.

Liquidation for unlicensed use: Additional use of any Deliverables by Client outside the scope of the license granted above requires additional fees. GTD shall be entitled to further compensation equal to **[25]** percent of the total original Project fee unless otherwise agreed in writing by both parties. In the event of non-payment, GTD shall be entitled to pursue all remedies under law and equity.

SUCCESSORS AND OUR SUB-CONTRACTORS

Either party can transfer the benefit of this Contract to someone else and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

In the event of any failure by a party because of something beyond its reasonable control: the party will advise the other party as soon as reasonably practicable; and the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).

PRIVACY

Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy (<https://www.gingerteadesigns.co.uk/gtd-terms-policies>) and cookies policy (<https://www.gingerteadesigns.co.uk/gtd-terms-policies>).

For the purposes of these Terms and Conditions: 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR. 'GDPR' means the General Data Protection Regulation (EU) 2016/679. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.

Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws: before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected; we will only Process Personal Data for the purposes identified; we will respect your rights in relation to your Personal Data; and we will implement technical and organisational measures to ensure your Personal Data is secure.

For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address: contact@gtdesigns.org.

INDEMNIFICATION AND LIABILITY

By Client: Client shall indemnify GTD from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. GTD shall promptly notify Client in writing of any third-party claim or suit. Client shall have the right to fully control the defense and any settlement of such claim or suit.

By GTD: In the case of a third-party lawsuit or proceeding based on a claim that Deliverables breach the third party's intellectual property rights, and it is determined that such infringement has occurred, GTD may at its own expense, replace any infringing content with non-infringing content.

Limitation of Liability. The services and the work product of designer are sold "as is." In all circumstances, the maximum liability of GTD, its directors, officers, employees, design agents and affiliates ("GTD parties"), to client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of GTD. In no event shall GTD be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by GTD, even if designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

GOVERNING LAW, JURISDICTION AND COMPLAINTS

The Contract (including any non-contractual matters) is governed by the law of England and Wales. Disputes can be submitted to the jurisdiction of the courts of England and Wales. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 48 hours.

CONTACT US

If you have any questions concerning GTD Goods, Services, or the Agreements, please contact GTD via email: contact@gtdesigns.org or through our website contact page.

Thank you for reading our Terms and Conditions. We hope you enjoy all that is Ginger Tea Designs!

Contracting entity:

Ginger Tea Designs | Alexandra Hebden

contact@gtdesigns.org

UTR: 62132 67508