

David Eaton - General Terms & Conditions

This document relates to trading by and with David Eaton (this includes all and any trading names). Unless any other terms have been agreed, the following terms and conditions will apply.

Postal Address:

**David Eaton, 14 Peakdale Avenue, Heald Green
Cheadle, Cheshire SK8 3QL**

1. Definitions

In these Terms and Conditions the following terms and references shall be understood as follows:

"David Eaton", "We" or "Us" means David Eaton trading under his own name or any trading name associated with David Eaton.
"Client", "Customer" or "You" means anyone either commissioning or receiving goods or services from, in any way, David Eaton.
"Services" means any work done for a Client; "Project" also means the work we do for a Client, as described by Us in any quotation, estimate or other document (including emails) provided by Us.
"In writing" means written mailed letter, fax, body of an email or letter accompanying an email as an attachment.

2. Providing and Agreeing a Service

All services are provided under the assumption that the Client understands what the Service is (and includes) and are satisfied that the Service is suitable for their requirements. The Client shall not rely upon any representation or information other than the definitions, specifications and prices provided by Us verbally or in writing in relation to a specific Project or Service.

3. Acceptable Use Policy

In the next revision of our terms & conditions we will be stating some expectations, for all parties, in relation to the end use of Our Services and Creative Works. For now, it should be taken as read that We will not engage in any business activities that are legally or morally questionable.

4. Prices & Cost of a Service

4.1 The price for Project or Service will be based upon one of the following: a fixed-price quotation, estimate or a price per-hour or per-day.

4.2 If We provide a fixed price quotation for a Service, this price is fixed for 60 days.

4.3 If no estimate or quotation is requested or given, the total of the Invoice issued for a Project or Services will be the price.

5. Invoicing & Payment

5.1 All invoices issued to a Client must be paid in full within 30 calendar days of their issue, unless other terms are stated on the invoice.

5.2 In cases of late or non-payment of invoices, we will exercise our rights under the Late Payment of Commercial Debts (Interest) Act 1998 to charge debtors interest and compensation, in relation to such late or non-payment.

6. Cancellation

6.1 In the case of training, instruction, seminars and educational workshops only. Once the date for the provision of a Service is booked or agreed in writing Clients who cancel a booking will be subject to a Cancellation Fee based on the following, if they cancel a Service where a booking agreement was made four or more days in advance, excepting force-majeure:

25% of the total fee where cancellation takes place more than 4 weeks before the commencement of the course, training or workshop or 60% of the total fee where cancellation takes place between 4 weeks and 3 weeks before the commencement of the course, training or workshop or; 75% of the total fee where cancellation takes place between 3 weeks and 10 days before the commencement of the course, training or workshop or; 90% of the total fee where cancellation takes place within the final 9 days before the commencement of the course, training or workshop.

6.2 Where a booking agreement was made less than four days in advance and is then subsequently cancelled by the Client, 100% of the total fee will be charged to the Client.

6.3 If we cancel a booking for training, instruction or educational workshops at short notice, due to unforeseen circumstances, we will try our best to rearrange the booking at a time convenient for the Client or we will refund any fees already paid in the booking.

6.4 If we cancel a booking for a seminar (in a formal educational setting) at short notice, due to unforeseen circumstances, We will try in the first instance to supply a replacement speaker, with the agreement of the Client, and if this is not practical We will do our best to rearrange the booking at a time convenient for the Client or we will refund any fees already paid for the booking.

6.5 These terms do not cover the cancellation of Creative Works (eg. Design, Photography or Writing); cancellation terms for these works will be defined at the time of commissioning.

7. Intellectual Property Rights (Copyright)

7.1 The entire Copyright in any works created by Us is retained by David Eaton at all times throughout the world. David Eaton supplies the technical and artistic ability to illustrate an idea and shall license the rights to reproduce such Created Work in a given context. No property or copyright in any Created Work shall pass to the Client under any circumstance. Reproduction rights or licenses (if and when granted) are strictly limited to the use, territory, and period of time specified by David Eaton (in a license agreement or via invoice). Reproduction rights are not issued exclusively to the client except where and when specified (in a license agreement or via invoice).

7.2 We retain the right to display Works created by David Eaton as part of a commission within our promotional material, website and portfolios unless agreed otherwise.