



# Standard Terms of Business

## For Map My Holiday Park

### 1. INTRODUCTION

- 1.1. These Standard Terms of Business (these **Terms**) represent a mutual agreement between us, Iscaware Ltd, and you, our client, whose name appears in section 5.2.
- 1.2. Map My Holiday Park is a trading name of Iscaware Ltd, a company registered in England and Wales (company number 14128444), whose registered office is Clockwise, Broadwalk House, Southernhay West, Exeter EX1 1TS.
- 1.3. You should carefully read and understand these **Terms**. If you are in agreement with them, then you should sign and date as required at the end of this document and return the signed and dated document to us.
- 1.4. We have made these **Terms** as easy to understand as possible. If any part is unclear to you, you should not sign these **Terms** until you have asked us for clarification. If you do not agree to these **Terms** as directed in section 1.3, then we cannot provide you with any products or services offered by Map My Holiday Park.
- 1.5. These **Terms**, together with the **Design Quote** and **Printing Quote** issued under sections 2.2 and 3.2 respectively and our Privacy Policy available online at [mapmyholidaypark.com/legal/privacy-policy](http://mapmyholidaypark.com/legal/privacy-policy) (**Privacy Policy**), represent the entirety of the understanding between us and you (this **Agreement**). It replaces any discussion, communication, negotiation, understanding, or commitment that may have arisen between us and you previously.
- 1.6. This **Agreement** shall only be amended via a written statement, signed and dated by us and you.
- 1.7. Words in the plural should be read in the singular and vice-versa.
- 1.8. References in this **Agreement** to “written” or “in writing” shall include by email.
- 1.9. References to sections are to sections in these **Terms**.
- 1.10. This **Agreement** is governed by the laws of England and Wales.

## 2. DESIGN PROCESS FOR DIGITAL ARTWORK

- 2.1. This section outlines the general design process that will be followed from your initial contact to the delivery of the final piece of artwork to you (the **Final Product**). At this stage, you will already have made contact with us. Together, you and we will have discussed the general content, format, and requirements of the **Final Product**.
- 2.2. Together with these **Terms**, we have also attached our full understanding of the requirements of the **Final Product** along with a quote for this work (together, the **Design Quote**). Your agreement to these **Terms** confirms that you are happy with our understanding and, therefore, you wish for us to proceed.
- 2.3. Although we will have already gathered some information that we believe is necessary to produce the **Final Product**, we may require further details from you in order to complete a proof draft.
- 2.4. We will send you a proof draft of the **Final Product** and request your feedback. We will then make any alterations as necessary until you confirm that you are satisfied with the **Final Product**. While the price in the **Design Quote** does not place a limit on the number of amendments that may be made, we reserve the right to charge a supplementary fee if, in our reasonable opinion, the amendment(s) requested would represent a material and/or substantial departure from our understanding as outlined in section 2.2.
- 2.5. Once you have confirmed your satisfaction with the **Final Product**, we shall issue you with an invoice for the **Final Product**. Payment of this invoice is due upon receipt. Only once the payment has cleared into our bank account shall we send you the following files, each containing the artwork of the **Final Product**:
  - 2.5.1. A print-ready PDF file suitable for professional printing;
  - 2.5.2. A PDF file optimised for fast web viewing;
  - 2.5.3. High resolution JPEG and PNG format images;
  - 2.5.4. Lower resolution JPEG and PNG format images; and
  - 2.5.5. The original vector file (in .ai format, suitable for Adobe Illustrator).

Together, these are referred to as the **Files** (each, a **File**). Each **File** shall be produced using the latest available format standards, exported from the latest available versions of any applicable software.

- 2.6. Upon delivery of the **Files** outlined in section 2.5, ownership of the **Final Product** and **Files** and all intellectual property therein is transferred to you in whole. We shall have no right or claim whatsoever over either the **Final Product** or **Files**.
- 2.7. Such is the transfer of ownership outlined in section 2.6, we make no guarantee over the length of time that the original **Files** shall remain stored on our systems. You should, therefore, ensure that you maintain your own copies and make appropriate backups to protect against loss, theft, and corruption of the **Files** and their data.

### 3. PRINT SERVICES

3.1. We may offer you the option to send your **Final Product** to print in accordance with your desired specifications. In order to provide a quote for this, we require (as a minimum) the following information from you:

- 3.1.1. Desired material and format (e.g., A4 folded leaflet or printed Foamex sign);
- 3.1.2. Desired dimensions of the leaflet, flyer, sign, etc.;
- 3.1.3. Any special finishes required (e.g., pre-drilled holes, custom shapes, etc.); and
- 3.1.4. The quantity of the print-run (some products have minimum quantities).

Of course, we are happy to advise on what materials and products (**Printed Products**, each a **Printed Product**) are available, along with any special options and finishes applicable, if you are unsure of what choices to make.

3.2. We shall confirm to you the total price for the proposed **Printed Product(s)**, including delivery to an address of your choice, as well as the estimated turnaround time (the **Printing Quote**). The **Printing Quote** shall outline all relevant dimensions and specifications in order for you to make an informed decision.

3.3. Upon your acceptance of the **Printing Quote**, we shall raise an invoice, which shall be due upon receipt. Once payment of this invoice has cleared into our bank account, we will convert the **Printing Quote** into an order and send it for print. We will approve on your behalf any proofs sent to us by the printers.

3.4. The delivery address for **Printed Products** must be a UK business premises.

3.5. Printing services are provided by a third party, and we cannot be responsible if that third party causes an overrun to the estimated turnaround time given in the **Printing Quote**.

3.6. Our liability under this **Agreement** shall not exceed an amount equal to the sum of the **Design Quote** and (if relevant) the **Printing Quote** and shall not extend to any consequential loss, loss of profit, loss of opportunity, or loss of reputation suffered by you or any third party. In particular, we shall not be held liable for, and have no liability to indemnify you in the event of, a third-party claim that the **Final Product** infringes or breaches any intellectual property rights of any third party.

3.7. You acknowledge that, where a **Printed Product** requires any installation, such as large format signage or window stickers, you are responsible for this.

3.8. You acknowledge that certain **Printed Products** specified as 'folded' (except in the case of leaflets) may be delivered with a pre-imprinted line, indicating where the final fold should be made by you. This usually only applies to very thick and/or special finish materials with a single fold in the middle, such as rigid menu cards.

## 4. SPECIAL TERMS

4.1. If we and you mutually agree to any special terms in addition to these **Terms**, they will be included below. Otherwise, section 4.2 shall read 'None'.

4.2. None.

## 5. YOUR AGREEMENT

5.1. By signing below, you warrant to us that:

5.1.1. You have carefully read and understood these **Terms**.

5.1.2. You have the necessary authority to accept this **Agreement** on behalf of your organisation.

5.1.3. You agree with all the terms and conditions of this **Agreement**.

5.1.4. You have viewed a copy of, read, understood, and agree to, our **Privacy Policy**.

5.2. This **Agreement** is between Iscaware Ltd and:

Otherwise known as 'you'.

5.3. The person authorised to act on your behalf in section 5.2, please:

5.3.1. PRINT your full name:	
5.3.2. Provide your signature on behalf of your organisation:	
5.3.3. Provide a contact phone number:	
5.3.4. Provide a contact email address:	

Thank you for your custom.  
We look forward to working with you!