

toogood

PRICE LIST 2019/2020

UNLIMITED EDITION



FUDGE CHAIR

RRP £7600 ex VAT
88(h) x 90(w) x 87(d) cm
15kg



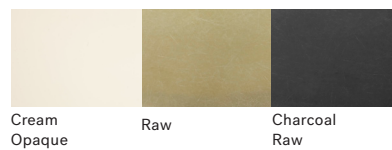
ROLY-POLY CHAIR

RRP £5900 ex VAT
61(h) x 85(w) x 59(d) cm
13kg



ROLY-POLY CHAIR / ALUMINIUM

RRP £11000 ex VAT
61(h) x 85(w) x 59(d) cm
60kg



ROLY-POLY DINING CHAIR

RRP £4200 ex VAT
75(h) x 68(w) x 50(d) cm
12kg



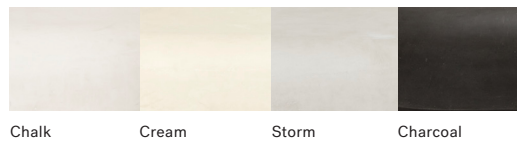
ROLY-POLY DINING TABLE

RRP £9000 ex VAT
75(h) x 140(w) x 140(d) cm
30kg



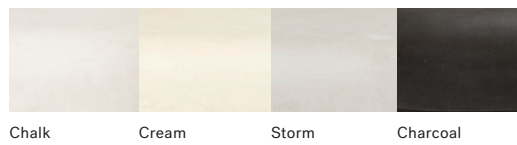
ROLY-POLY STOOL

RRP £1800 ex VAT
45(h) x 40(w) x 40(d) cm
4kg



ROLY-POLY LOW TABLE

RRP £4900 ex VAT
30(h) x 150(w) x 85(d) cm
30kg



ROLY-POLY SIDE TABLE

RRP £2300 ex VAT
40(h) x 35(w) x 35(d) cm
12kg



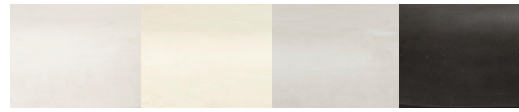
ROLY-POLY NIGHTSTAND

RRP £3600 ex VAT
47.5(h) x 38.5(w) x 32(d) cm
18kg



ROLY-POLY CANTILEVER DRAWER

RRP £3600 ex VAT
20(h) x 50(w) x 50(d) cm
8 kg



Chalk

Cream

Storm

Charcoal

CHUBBY BENCH

RRP £5900 ex VAT
50(h) x 160(w) x 40(d) cm
30kg



CHUBBY DESK & STOOL

RRP £8700 ex VAT
DESK
70(h) x 117(w) x 70(d) cm
20 kg
STOOL
45(h) x 67(w) x 37(d) cm
10kg



ELEMENT TABLE SQUARE

RRP £7500 ex VAT
21(h) x 100(w) x 100(d) cm
70,5kg



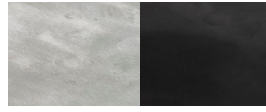
ELEMENT TABLE RECTANGLE

RRP £8100 ex VAT
21.5(h) x 85(w) x 150(d) cm
80kg



ELEMENT FAMILY

RRP £14000 ex VAT
CUBE
40(h) x 75(w) x 75(d) cm, 20kg
SPHERE
40(h) x 75(w) x 75(d) cm, 18kg
CYLINDER
40(h) x 200(w) x 50(d) cm, 30kg



Naked Charcoal

SPADE CHAIR / ALUMINIUM

Sand-Cast Aluminium
86(h) x 40(w) x 42(d) cm
11 kg



Rubber

SPADE CHAIR / RUBBER

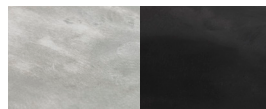
RRP £2000 ex VAT
86(h) x 44(w) x 46(d) cm
3,5kg



Naked Charcoal

SPADE BAR STOOL / ALUMINIUM

RRP £3500 ex VAT
64(h) x 44(w) x 44(d) cm
19kg



Naked Charcoal

SPADE STOOL / ALUMINIUM

RRP £2900 ex VAT
45(h) x 42(w) x 41(d) cm
10.5kg

Terms & Conditions

Contact

trade@t-o-o-g-o-o-d.com
+44 (0)2072 261 061

1. Introduction

Studio Toogood Limited, a company registered in England and Wales under company No. 06676297, registered office Lower Ground Floor, 28a York Street, London, W1U 6QA, trading and service address 71 Redchurch Street, London, E2 7DJ (herein referred to as "Studio Toogood", being the trading name of the company, and including "Faye Toogood" and any other trading name from time to time) (including, where applicable, its directors, employees, servants, agents, representatives, assignees and licensees) aims to conduct business straightforwardly. The purpose of any Studio Toogood "Order Confirmation" including any schedules (which may in Studio Toogood's determination override anything set out below) and these terms & conditions (all together "the Agreement") is to set out clearly the terms and conditions governing the products Studio Toogood supplies and any additional services Studio Toogood may provide. Any dealings with Studio Toogood will be governed by and subject to the Agreement. Additional or alternative written conditions referencing the Agreement may be required to cover the specific requirements of particular projects from time to time. Please ask for clarification or seek independent advice if you are uncertain about any aspect of the Agreement and please note that in the absence of signed and dated written confirmation from Studio Toogood the Agreement will take precedence over any other purported agreement, terms or provisions, or other document (including any care recommendations or technical data) and that unless acknowledged by Studio Toogood clearly and unequivocally in writing Studio Toogood does not accept any other purported standard terms and conditions of any other party. On no account will Studio Toogood be subject to any terms and conditions of purchase of any party.

2. Application of Terms and Conditions and the Agreement

The Agreement will apply to all goods and products supplied, and occasionally work carried out, by Studio Toogood as suppliers or products and services except to the extent otherwise agreed by Studio Toogood in writing. Any party obtaining goods, products or services from Studio Toogood is "the Customer" (including the Customer's directors, employees, servants, agents, representatives, assignees and licensees). In the event that any one or more of the terms of the Agreement is or are determined to be unenforceable, the remaining terms shall continue to have full force and effect. No previous statement, representation, information, comment or remark in each and any case emanating from Studio Toogood or other possible source of reliance by the Customer shall be of any effect or consequence unless expressly provided for and allowed by the Agreement. Where the Customer is a consumer this Agreement shall be subject to any overriding provisions of the Consumer Rights Act 2015 ("the Act").

3. Preliminaries & Order Confirmations

3.1 Studio Toogood supplies distinctive and singular design products including furniture/objects to the Customer's specification.

3.2 All items are subject to availability. Studio Toogood can advise as to approximate lead time. Delivery times may vary depending on the product and no binding commitment is made as to delivery date, which is always estimated. Studio Toogood accepts no liability if any product is unavailable due to unforeseen circumstances. We may in our discretion deliver the subject of any Order Confirmation in separate delivery consignments but we will generally consign only once all items are available in stock

3.3 An Order Confirmation may arise in any manner as between Studio Toogood and a given Customer but shall be confirmed as valid and effective only by Studio Toogood's written confirmation of the Order Confirmation by issue of a sales confirmation or invoice. In the absence of such confirmation no Order Confirmation shall take effect. No offer, estimate or quotation shall be of binding effect unless and until an Order Confirmation is confirmed and any proposal or offer from Studio Toogood in respect of a prospective Order Confirmation shall in any event lapse after 30 days.

3.4 As a supplier of products to the Customer's specification and order Studio Toogood relies entirely on the Customer or any party acting on the Customer's behalf accurately and competently placing any Order Confirmation and Studio Toogood shall be entitled to assume that information supplied by the Customer is correct. The contents of Studio Toogood's marketing brochures and other printed or digital materials promoting or advising on (including in respect of care and maintenance) Studio Toogood's products from time to time (including any errors in printing, layout or typesetting) shall not be binding on Studio Toogood in relation to any Order Confirmation unless this has been expressly stipulated in the Order Confirmation or otherwise in the Agreement. The Customer shall be deemed to have read, fully considered and understood all product guidelines and care instructions issued by Studio Toogood from time to time. Whilst every effort is made to portray items accurately, slight variations may occur. All measurements quoted are approximate and the reproduction of colours and finishes is as accurate as photographic and publishing processes will allow. Please note there may be variations in colour, dependent on the calibration and settings of individual screens

3.5 Samples supplied by Studio Toogood shall be used only for the purposes of assessment and consideration of the specification for a proposed Order Confirmation and may on no account be used in any installation or setting whether by the Customer or otherwise. Samples serve only to give a general idea of the products and therefore have no binding value and are subject to no warranties or assurances by Studio Toogood. Whilst every effort is made to achieve reasonable consistency between samples and delivered product no liability arises in respect of any variance: in particular, inconsistencies and variations in figure, pattern, colour and structure in products may be part of their characteristics (and the Customer should note that these variances may occur particularly as part of the natural characteristics or ageing of the product) and accordingly give the Customer no right to cancellation, refund or other remedy. All samples are held strictly to Studio Toogood's order and must be returned on demand at the Customer's cost.

3.6 Once an Order Confirmation is effective and has been actioned by Studio Toogood for production, any changes then requested by the Customer may have a material impact on production, timetable and delivery. Studio Toogood reserves the right to amend pricing and delivery schedules as a result of any changes specified by the Customer after the point of confirmed Order Confirmation. Since the Studio Toogood's products are made to order, cancellation is very unlikely to be accepted after Order Confirmation, and, if accepted by us, Studio Toogood will charge a cancellation fee of 50% of the value of the order plus any other directly incurred costs, fees or expenses. Subject to the foregoing, it may be possible to process a cancellation at no cost to the Customer if the cancellation is clearly affected in writing within 24 hours of the Order Confirmation

3.7 Studio Toogood's expectation is that the Customer will have the Customer's own project management and design personnel (e.g. architect, designer, consultant). Unless Studio Toogood specifically agrees otherwise in writing an Order Confirmation will never require any services on the part of Studio Toogood. Studio Toogood may provide levels of advice and assistance to a Customer in the process of assessment and selection of Studio Toogood-supplied products but such advice and assistance will be entirely without liability and the Customer must rely on the Customer's own professional staff and/or service providers to satisfy the Customer as to the suitability of the Customer's intended application. The existence of a confirmed Order Confirmation will include the Customer's warranty and undertaking to Studio Toogood that it has taken all necessary, appropriate and professional steps in such regard.

4. Prices, and Costs

4.1 Current prices are as listed on the website, sales lists or as advised by members of our product team. Studio Toogood reserves the right to alter prices at any time. Any price changes will be confirmed to you prior to Order Confirmation.

4.2 In preparation for an Order Confirmation Studio Toogood will submit a written quotation or range of quotation options to the Customer, which the Customer will be deemed to have selected (if applicable), approved and accepted on confirmation of the Order Confirmation. The Order Confirmation will then be final, subject to provisions as to variation set out above.

4.3 If the Customer and Studio Toogood agree in principle that Studio Toogood will provide certain services, then any such services will be the subject of separate negotiation and written agreement as to, e.g. fees, studio and design materials, travel, deliveries, taxis, subsistence and out of pocket expenses (a "Service Contract"). In the absence of such a Service Contract, no agreement for services shall be implied and Studio Toogood's performance shall be limited to the supply of products in accordance with the Order Confirmation and the Agreement in stock.

4.4 All sums are exclusive of Value Added Tax where applicable at the prevailing rate.

5. Customer Responsibilities

5.1 It is the Customer's sole responsibility to obtain all necessary surveys and permissions, including planning approval and other building consents and Studio Toogood shall at all times be free of any obligation or liability in respect of such matters.

5.2 For the avoidance of doubt, post-Order Confirmation, changes or alterations requested by the Customer will inevitably involve material impact on both price and timetable for delivery of relevant products. All revisions shall require appropriate written verification of the amendment of the Order Confirmation as specified by Studio Toogood.

6. Invoicing and Payment / Default

6.1 Payment may be made via BACS or immediate bank transfer. Payment is required either before or upon Order Confirmation.

6.2 If Studio Toogood agrees an invoice basis with the Customer invoices are payable within 21 days from the date of invoice unless otherwise agreed with the Customer in which case the agreed alternative payment date shall apply. Invoices shall be paid without deduction or any claim of set-off. Studio Toogood may charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts Act 1998 allowing a charge of 8% over the bank base rate or as otherwise provided by statute.

6.3 The Customer shall be responsible for all costs, charges and expenses incurred by Studio Toogood in recovery of any debt owed by

the Customer.

6.4 Payments made by the Customer shall be applied firstly against all costs, charges and expenses payable, secondly against all interest payable, and thirdly against invoices, oldest due date first. The Customer shall have no entitlement to specify the application of any payment.

6.5 It is the Customer's responsibility to ensure proper administration of its purchasing procedures and the absence of any process or element in these shall not negate the requirement to pay Studio Toogood's invoices or extend the time for payment.

6.6 Studio Toogood reserves the right not to supply or continue supply of products or services where the Customer is in default of invoice payment or the other terms of this Agreement

6.7 Studio Toogood reserves the right to run credit references on the Customer or any prospective customer who shall provide all information and assistance reasonably required by Studio Toogood to carry them out. Studio Toogood reserves the right to require advance payment during the performance of the Agreement. During the performance of the Agreement, Studio Toogood may require suitable (which means convenient for Studio Toogood) security. This will inevitably arise where any Customer has paid late in relation to prior Studio Toogood invoices

6.8 All payments shall be in pounds sterling and made by transfer direct to Studio Toogood's bank account and the cost of transmission and/or currency conversion shall be at the sole expense of the Customer. Where fees and costs have been agreed in any currency other than sterling, payments shall be calculated by taking the closing spot rate in London for buying sterling quoted by Barclays Bank PLC on the second working day preceding the date of actual payment.

7. Exceptional Costs

In the event that any Order Confirmation or later request of the Customer requires products, materials or services to be provided by third parties for which the cost is significant (in Studio Toogood's sole discretion) Studio Toogood may require payment in full by the Customer of such costs in advance of the products, material or service being secured. Exceptional costs may also arise where delivery fluctuations arise as a result of the act, omission or request of the Customer or as a result of circumstances outside Studio Toogood's control.

8. Delivery, Title, Complaints & Returns,

8.1 Studio Toogood shall deliver products as the Order Confirmation or Agreement otherwise specifies, which will reflect previous discussions between Studio Toogood and the Customer as to appropriate shipping arrangements including any insurance.

8.2 Fulfilment periods and delivery times where specified shall be approximate and shall not be binding or of the essence unless the subject of express written agreement. No liability shall otherwise arise for late delivery. Variations in delivery schedule or arrangements may result in Exceptional costs.

8.3 Some products may need assembling upon arrival. Full instructions will be supplied on delivery and these may, where appropriate, include cleaning and care advice.

8.4 When signing for delivery of goods from a courier the Customer check the item with courier present, or sign 'unchecked'. Studio Toogood will not be held responsible for goods damaged during transport, if they are signed for at destination.

8.5 The Customer must immediately inspect the products for visible defects at the time of delivery, and must also check the products thoroughly against the Order Confirmation. If the Customer takes delivery of the products and raises no written objection or complaint within 24 hours of delivery then the Customer shall be deemed to have accepted the products completely and without reservation and shall have no remedy.

8.6 Title to products shall not pass to the customer until Studio Toogood shall have been paid in full in respect of applicable Order Confirmation invoices, any costs, charges, expenses and interest arising on late payment and otherwise as required by the Agreement. The products shall be at the Customer's risk from the point of delivery, but the Customer shall make no use of the products in any context until all of Studio Toogood's claims to payment in respect of the relevant Order Confirmation/s have been fully satisfied. In the event that any such claims of Studio Toogood remain unsatisfied 28 days following delivery then, without prejudice to Studio Toogood's other remedies, Studio Toogood may, by notice to the Customer, demand the immediate return of the products at the Customer's cost and in such event the Customer undertakes to arrange such return forthwith.

8.7 In the event of outstanding claims of Studio Toogood at the point of delivery, the Customer must keep the products which are delivered subject to retention of title with due care and clearly identified as the legal and beneficial property of Studio Toogood and must grant Studio Toogood (or its appointed representative) free access at all times to its grounds and/or buildings for the purposes of inspecting the products and/or exercising its rights.

8.8 Complaints must be notified to Studio Toogood in writing, stating the precise nature and extent of the complaints. In the case of visible defects, complaints must be submitted as set out above. In the case of hidden defects, complaints must be formally notified within 10 working days of the defect being discovered, failing which the Customer's remedies shall lapse in their entirety.

8.9 Complaints about products delivered shall not be accepted if the products have been treated and/or processed or otherwise used by the Customer after any defect has or should have become apparent (in the latter case, had the Customer been acting competently and reasonably) nor where the Customer has failed to adhere to Studio Toogood's care recommendations including by reference to technical data.

8.10 For the avoidance of doubt, deviations in size and shade, which fall within usual tolerances of the materials involved shall give rise to no right of complaint or other remedy.

With respect to all complaints, Studio Toogood shall promptly be afforded access to inspect, assess and determine the validity (or not) of complaint. If a complaint is determined by Studio Toogood to be valid,

8.11 Studio Toogood shall have the choice in its determination of taking back the products, exchanging the products, giving an appropriate price reduction or of offering such other redress as it determines to be appropriate.

8.12 Return of any Products shall be subject to Studio Toogood's prior written approval and acceptance of such return and on condition that the return of the products is in the like condition to that in which they were consigned and in their original packaging. Products returned, which meet these requirements shall be credited at the original purchase price less 25% (twenty-five per cent) for fixed administration costs incurred by Studio Toogood. The Customer must return the products to Studio Toogood at its own expense and risk, with full value insurance. If material damage arises during transportation, Studio Toogood shall not be obliged to credit the purchase price.

9. Intellectual Property Rights

9.1 All intellectual property rights relating to Studio Toogood's products and their design, its brochures and software, and to products, which Studio Toogood develops and/or uses during the performance of the Agreement, shall belong to Studio Toogood, insofar as they do not already belong to third parties, and unless agreed otherwise in writing.

9.2 All copyright and other rights in and to any domain, website and social media owned by or licensed to Studio Toogood for its purposes and benefit are reserved to Studio Toogood and any use of such material by any other party, including by copying or storing it or other use in whole or part, other than for bona fide personal and non-commercial use is prohibited without the permission of Studio Toogood.

9.3 The Customer shall not remove or change any indication or labels as to copyright, trademarks, trade names or other intellectual property rights on the products, brochures, software and/ or other products belonging to Studio Toogood

9.4 If an Order Confirmation involves a specification based on the Customer's designs, drawings or other instructions, then the Customer warrants and guarantees that this shall not entail any infringement of intellectual property rights or other third-party rights. The Customer party shall indemnify Studio Toogood against all third-party claims on account of an infringement of their intellectual property rights, whether or not such claims are for compensation, and shall also indemnify Studio Toogood against all costs which Studio Toogood incurs in connection with third-party claims, including the costs of legal assistance and representation

9.5 Subject to the pre-existing rights of the client in its own intellectual property Studio Toogood is the absolute legal and beneficial owner of the entire copyright and all other right title and interest of whatsoever nature throughout the world in all products produced and supplied by Studio Toogood and in the product of any its services and those of its staff, agents, servants and representatives including without limitation all plans, rough designs, patterns, sketches, proofs, finished designs in all media, computer-generated material, models, reports, artwork and presentation visuals and any reproductions in whole or in part ("IPR")

9.6 No license to the client of any IPR shall be effective until Studio Toogood has been paid in full in accordance with the Agreement. Studio Toogood will, subject to these requirements, make limited assignments appropriate to the needs and requirements of the client where Studio Toogood is requested to do so. Any such assignment will not include preparatory work or designs and proposals as to products or services not accepted or taken forward for implementation by the Customer. Studio Toogood may at all times use examples of its work for bona fide marketing and portfolio purposes other than where any suitable restriction has been agreed with the Customer in accordance with the Customer's reasonable and appropriate request

9.7 Work commissioned by Studio Toogood from third parties including without limitation photography, film work, illustration and models will remain the property and copyright of the originator and unless otherwise agreed with the originator may be used only for the purpose commissioned and in the territories stipulated. Where requested by and at the sole cost of the Customer Studio Toogood may obtain additional rights in such material but this cannot be assumed or guaranteed

9.8 All reports, proposals, working processes, presentations, designs and supporting materials produced by Studio Toogood shall be included in IPR and are disclosed in confidence for the sole use of the Customer and may not be disclosed to any third party without Studio Toogood's prior written consent.

10. Credits and Licensed Rights / Integrity of Rights Licensed

10.1 The Agreement shall be subject to any reasonable requirements of the Customer in respect of confidentiality specified in negotiating any Order Confirmation

10.2 Studio Toogood is entitled to and asserts its moral rights in

exclusive authorship of all products and work created by Studio Toogood and may use any such work for the purposes of Studio Toogood's own bona fide publicity and marketing subject to the Agreement

10.3 The Customer will be a licensee of Studio Toogood in respect of the IPR for all bona fide commercial purposes of the Customer consistent with the Order Confirmation but not otherwise. All other uses of the IPR shall be subject to Studio Toogood's prior written approval, which it may decline or withhold in its sole discretion

10.4 In the event that IPR in any of our work is assigned to the Customer any assignment shall be subject to and conditional upon Studio Toogood's free and irrevocable worldwide license to use and reproduce the relevant IPR in accordance with the Agreement

10.5 All media releases public announcements and public disclosures by either party relating to this Agreement or its subject matter including promotional or marketing material shall be coordinated with the other party and approved jointly by the parties prior to release.

11. Limitation of Liability

11.1 Subject to the Act, other than in the case of personal injury and death and to the extent permitted by law under no circumstances will Studio Toogood be liable to the Customer for any losses or damage including loss of profit or of contracts or for any consequential or economic loss or damage and in any event Studio Toogood's liability shall never be greater than the relevant invoice amount paid to it (exclusive of expenses and costs and any fee thereon) in respect of the relevant Order Confirmation.

11.2 Studio Toogood will not have any liability for any delay or for the consequences of any delay in performing any of its obligations to the Customer if such delay results from Force Majeure (including, for example, war, mobilization, civil commotion, flood, closed shipping, transport gridlocks, delays, restrictions or the halt in the supply by public utility companies, lack of means of generating energy, fire, cave-ins/collapse, subsidence, explosions, machine breakdowns and other accidents, strike action, lockouts, trade union action, export restrictions, pandemics, lightning strikes, other government measures, non-delivery of necessary materials (and/or semi-finished products) and/or services which are necessary for the production, either by the government or by third parties, intentional act or gross negligence on the part of auxiliary persons, and other similar circumstances) or is otherwise due to a cause or circumstances beyond Studio Toogood's reasonable or effective control.

11.3 If, exceptionally, Studio Toogood has agreed expressly a strict delivery deadline with the Customer, and Studio Toogood is faced with temporary delays in such delivery as set out herein, then Studio Toogood shall be entitled to extend the delivery period by the duration of the delay. Such extension shall not constitute any failure in Studio Toogood's performance, and the contracting party shall have no right to termination or compensation.

11.4 Details of Studio Toogood's public and product liability and professional indemnity insurance cover may be provided as appropriate to a particular Order Confirmation. It is for the Customer to make appropriate enquiry as to the suitability of Studio Toogood's extent and levels of indemnity as relevant to the Customer's particular application

11.5 Studio Toogood does not offer services, including those which properly fall within the qualification remit and expertise of specific professional and other service providers. For this reason, it is imperative that the Customer understands and it is a condition of this Agreement that Customer must engage suitable other parties according to the particular needs of the Customer and that Studio Toogood as a matter of default provides no services other than as a supplier of goods and products. Without limitation, this includes use by the Customer, without limitation, of qualified consultants on regulatory and planning issues and architects, surveyors, structural engineers, quantity surveyors and designers.

12. Warranties and Indemnity

12.1 The Customer warrants that materials supplied to Studio Toogood for use in any project will not breach the copyright design right trademark patent other intellectual property or any other rights of any third party and the Customer agrees to indemnify Studio Toogood against any and all damage harm loss of reputation and goodwill costs claims and expenses (including legal and professional costs on an indemnity basis) incurred by or caused to Studio Toogood as a result of any claim by any party alleging any abuse or infringement of such rights. The Customer will not engage in any future use of the IPR in further or alternative realizations without the prior written approval of Studio Toogood and in no circumstances shall any party other than Studio Toogood either supervise or supply design services in connection with such activities. The commercial terms of Studio Toogood's participation in future realizations based on completed Customer projects and existing IPR shall be negotiated in good faith on terms reasonably consistent with those applicable to the original Order Confirmation

12.2 Studio Toogood warrants on like terms and provisions as to indemnity in respect of its IPR and its supply of products and the product of any services.

13. Content and Materials

Any content and any material (including without limitation illustrations photographs and artwork) delivered or handed over to the Customer or to the Customer's agents or representatives is the responsibility of the

Customer and if lost damaged or destroyed may only be replaceable at additional cost to the Customer.

14. Confidentiality

Any information (save information already in the public domain) acquired by any party to the Agreement or necessarily associated with it including any member of staff agent representative of subcontractor regarding any aspect of the business of any other such party shall be treated as confidential and shall not be disclosed to any other party without the prior written authority of the party owning controlling or otherwise exclusively and privately entitled to the information save where that disclosure is obviously a necessary requirement of any Project subject to the Agreement.

15. Restrictions / Protection of Studio Toogood

The Customer shall not at any time during a period of 12 months after completion by Studio Toogood of any Order Confirmation or project on its own behalf or on behalf of any third party either directly or indirectly deal with or solicit or procure the employment or engagement of any person or party who is or has been at any time within the period of 24 months before the expiry of that 12 month period employed or engaged by Studio Toogood in a significant role or relationship in the conduct by Studio Toogood of its business (as determined in the reasonable commercial view of Studio Toogood).

16. Termination

The Agreement shall terminate if either party commits a breach of it and fails to remedy the breach within 14 days of receipt of written notification from the other party specifying the breach and requiring its remedy. On termination or other postponement by the Customer of any Order Confirmation or on termination by Studio Toogood including as a result of other default by the Customer (i) Studio Toogood shall be entitled to payment of all payable Order Confirmation invoices and Additional Charges and all other sums due in accordance with the Agreement (for example, expenses and costs and interest) (ii) no rights in IPR or arising from Studio Toogood's supply of products or services shall pass to or vest in the Customer unless Studio Toogood agrees otherwise in writing (iii) Studio Toogood may by notice to the Customer specify the terms if any upon which reference may be made to Studio Toogood's services and work or alternatively may require that no further reference is made to Studio Toogood at all.

17. Notice

This can be given by email to the specified email address of Studio Toogood and the Customer from time to time. Notice will be deemed given at the time specified in any bona fide and honestly relied on independent verification of delivery.

18. Law

The Agreement and any and all matters arising from or in connection with it shall be exclusively governed by subject to and construed in accordance with the laws of England and Wales the courts of which shall have sole and exclusive jurisdiction. No party to the Agreement shall seek recourse to the law or any formal process including action through legal or professional representatives without first engaging in bona fide attempts at dispute resolution through mediation under the auspices and guidance of a professional body nominated by Studio Toogood suitable to the issue/s in question.

CONTACT DETAILS

UK Sales Office
Telephone: +44 (0)20 7226 1061
Email: trade@t-o-o-g-o-o-d.com