

# Terms & Conditions

All work is carried out on the understanding that the client has agreed to these terms and conditions.

## 1 Project acceptance

- 1.1 At the time of proposal, the Designer will provide the client with a written estimate or quotation. The client may send an official purchase order in reply to the estimate or quotation, or an email acknowledging acceptance of the quotation, which binds the client to accept these terms and conditions.
- 1.2 No work on a project will commence until acceptance of the quotation has been received.

## 2 Payment

- 2.1 All invoices are payable within 30 days of receipt. A £25 service charge is payable on all overdue balances for reissuing each invoice at 60, 75 and 90 days from the date of original invoice. The grant of any licence or right of copyright is conditional on receipt of full payment.
- 2.2 The Client shall assume responsibility for cost outlays by the Designer in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

## 3 Copyright

- 3.1 Copyright of all graphic design work is retained by the Designer including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.
- 3.2 Moral Rights  
The Designer asserts his/her right (under Section 77 Copyright Designs and Patents Act 1988) to be identified as the creator of the work whenever any photograph or other image of the work is published by the Client with the permission of the Designer.
- 3.3 Unless otherwise agreed the Designer shall be entitled to receive not less than one proof or printed copies of the work.

## 4 Delivery of Content & Materials

- 4.1 The Client undertakes to deliver all the content and materials required for the Project and in the formats requested to the Designer before commencement of the Project.
- 4.2 Where this is not possible the Client will deliver such outstanding content and materials to the Designer within 30 days of the start of the Project.
- 4.3 The Client will notify the Designer in writing (as soon as possible) of any delays in delivering content and materials required for the Project and provide the Designer with a revised timetable for supplying such content and materials.
- 4.4 The Designer will not be responsible for any delays, missed milestones (where specified in the Project) or additional expenses incurred due to the late delivery or non-delivery of content and materials by the Client where required by the Designer for the Project.

## 5 Changes

- 5.1 If the Client changes the brief and requires subsequent changes, additions or variations, the Designer may require additional consideration for such works. The Designer may refuse to carry out changes, additions or variations, which substantially change the nature of the commission.

## 6 Cancellation

- 6.1 If a commission is cancelled by the Client, the Client shall pay a cancellation fee as follows:
  - i. 25% of the agreed fee if the commission is cancelled before delivery of roughs;
  - ii. 33% of the agreed fee if the commission is cancelled at the rough stage;
  - iii. 100% of the agreed fee if the commission is cancelled on the completion of the project;
  - iv. Pro-rata if the commission is cancelled at an intermediate stage.
- 6.2 In the event of cancellation, ownership of all rights granted under this Agreement shall revert to the Designer unless the artwork is based on the Client's visual or otherwise agreed.
- 6.3 If after project commencement client communication (face-to-face, telephone, or email) stops for a period of 180 days, the project can be cancelled, in writing by the designer, and ownership of all copyrights shall be retained by the designer. A cancellation fee for work completed shall be paid by the client, with the fee based on the stage of project completion. The fee will not exceed 100 percent of the total project cost.

## 7 Payment schedule

- 7.1 The Designer will agree with the Client on the billing phases for the project and invoice at the agreed intervals, and/or on final completion.
- 7.2 Concept revisions, extensive alterations, or a change in objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. Planning the work, cost estimating, and billing in several phases permits the Designer or Client to adjust for such revisions or halt work before completion if a project is postponed or cancelled.

## 8 Project Release

- 8.1 On completion of the Project, the Designer will require 'Sign Off' by the Client in writing.
- 8.2 Client Sign Off will release the Designer from undertaking further work related to the Project. The Designer may however undertake additional work as requested by the Client either directly or indirectly related to the completed Project. Such work to be undertaken under the standard terms of business of the Designer.

## 9 Delivery

- 9.1 The Designer will deliver the completed Project to the Client by way of email, compact disc (CD) or other suitable method selected by the Designer
- 9.2 If the Client requires the completed Project to be loaded onto a fileserver using File Transfer Protocol (FTP) the Client is responsible for ensuring that the intended fileserver or disk space on the fileserver is properly configured.