

Terms and Conditions

1. Formation of the Contract

- 1.1. Upon receiving a written brief from the Client, the Designer will produce a quote detailing the extent of the services. This quotation will be honoured for a period of 30 days. Should the client make additions to the scope of the work in the brief or the cost of resources rises during this period, the Designer reserves the right to amend the quotation.
- 1.2. The Client must provide written confirmation if he/she chooses to accept the quote. Once this has been received, the Designer shall deem that a contract for the services detailed in the quotation is in effect.
- 1.3. 50% of the cost of the services must be paid upon acceptance of the contract. The Designer will not commence work on the project until this money has been paid in full.

2. The Service

- 2.1. The services to be provided do not extend beyond the scope of those detailed in the quotation agreed upon by the Designer and Client.
- 2.2. If the Client requires additional work, rush delivery or repeated alterations that would increase the Designer's work load within the agreed time constraints, the Designer reserves the right to extend the timescale of the project or renegotiate the quotation to include additional fees to cover any over time.
- 2.3. All material relevant to the project (such as content, images, audio and video files etc) must be provided to the Designer by the Client prior to commencement of work. This is the sole responsibility of the Client. In the event of any material being brought forward at a later stage of the project, the Designer reserves the right to extend the timescale of the project if deemed necessary.
- 2.4. The Client hereby agrees to review the work of the Designer, provide feedback and sign off approval in a timely manner according to any deadlines set by the Designer. If the Client fails to do so, the Designer reserves the right to extend the timescale of the project if necessary.
- 2.5. For website projects, the Client hereby authorises the Designer to access the web space and any directories or files therein which need to be accessed for the project.

3. Copyrights and Intellectual Property Rights

- 3.1. The Designer makes no representations that design of any media for the client infringes upon any trademarks, trade names, service marks or other proprietary rights owned by a third party. The Client shall not hold the Designer liable for any damages, injuries or losses incurred by the Client as a result of any action instituted by a third party (due to infringement of third party rights including IPR).
- 3.2. Any material given to the Designer by the Client to be used in the project should be owned by the Client or the Client must have permission from the rightful owner/s to use any of materials belonging to a third party. This applies to all material, be it text, graphics, photographs, icons, trademarks etc.
- 3.3. The Designer will have full right to publish and use all the material the Client provides.

- 3.4. The Client guarantees that any material he/she wants to be used in the project does not violate any laws or regulations nor does it infringe the rights of any person or entity. In the case of a claim or suit arising from the use of any material, the Designer is free from any blame and the Client takes full responsibility.
- 3.5. Any modules, applications or code provided by the Designer to the Client as part of the services, should not be re-used, modified, redistributed or made publicly available without the consent of the Designer.
- 3.6. Ownership of the completed project lies with the Designer and upon making the final payment, the project files will be transferred to the Client and he/she will have the right to use the design but rights of source code, graphics, applications etc remain with their respective owners and are not transferred to the Client.
- 3.7. At the conclusion of the service, the Designer retains the right to make a final copy of the work carried out and re-use any central elements developed for the Client in other contracts. The Client also gives permission to have the work displayed on the Designer's portfolio.

4. Liability

- 4.1. The responsibility of checking and approving all work submitted by the Designer is the sole responsibility of the Client. Should the Client wish to appoint a representative on his/her behalf, written confirmation of this must be provided. If the Client is not able to approve the final product or a representative is not available, the Designer reserves the right to suspend the project until someone is available to approve the work. If situations arise where decisions are left to the Designer's best judgement, the Designer shall incur no liability for any errors or omissions caused as a result of this.
- 4.2. The Designer will not accept any liability for any error caused after the final Product has been submitted due to lack of thorough checking on the Client's part.
- 4.3. If the Designer deems any material submitted by the Client to be inappropriate or unsuitable, the Designer reserves the right to reject such material.
- 4.4. The Designer provides no warranty or accepts any liability for any data lost or damaged whilst stored on any of the Designer's or Client's equipment. It is the responsibility of the client to keep backup copies of information.

5. Disputes

- 5.1. In the case of a dispute, the Client agrees to notify the Designer of the complaint as promptly as possible and to endeavour to resolve it. At all times, the Designer's decision is final and will not be subject to outside adjudication by other parties (including the courts).

6. Termination of Contract

- 6.1. Should the Contract be terminated due to any of the following:
 - 6.1.1. The Client wishing to no longer continue with the Designer's services
 - 6.1.2. Or the Designer terminating the contract due to the Client breaching the Terms and Conditions of the Contract;

6.1.3. The Designer will invoice for any work carried out plus any expenses and handling charges incurred to that time. Termination charges for intellectual services will include up to 50 (fifty) percent of the outstanding contract balance.

7. Privacy Policy

7.1. The Designer will not divulge any information given by the Client whether personal or related to the Client's business or services being offered to the Client by the Designer, to any third party unless forced to do so by law. In this case, the Designer will inform the Client through the contact means available.

7.2. The Client has the right to request amendment or removal of any information relating to him/her at the conclusion of the contract.

8. Miscellaneous

8.1. If any provision of these Terms and Conditions or the Design Agreement is held to be unenforceable, illegal or void in whole or in part, the remaining portions of the Terms and Conditions and Design Agreement shall remain in full force and effect.

8.2. Should the Client violate any of the Terms and Conditions agreed upon in this Contract, the Designer reserves the right to suspend or terminate the Contract at any time and will issue a written notice of such action.

8.3. The Terms and Conditions of this Contract shall be governed by the laws of the United Kingdom and any legal claim shall be made through its legal system.

9. Invoices and Payment

9.1. Upon acceptance of the contract and prior to commencement of the project, the Client must pay 50% of the quotation fee and the remaining 50% on completion on conclusion of the Contract.

9.2. The Client will receive an invoice at the conclusion of the Contract and shall have a period of 14 days to make full payment unless an extension is granted.

9.3. The final results of the services will not be transferred to the Client until all monies and charges have been paid.

9.4. If the Client fails to make full payment after 30 days, the Designer will resort to legal action to recover the debt. The Client will be held liable for all costs incurred by the Designer as a result thereof.

9.5. The Client agrees to pay for any excess or interest charges received by the Designer due to the Client making a late payment.

9.6. Should the Client request the Designer to buy an external service on his/her behalf as part of the service, the full cost shall be passed onto and paid by the Client.

10. Changes to Terms

10.1. The Terms and Conditions set out in this document can be changed by the Designer at any time without prior written notice to any clients and any changes will take effect immediately. Any claims by any client will only be acceptable on grounds of the revision of this document when services were provided for the Client.

I hereby testify that I have read and fully understand and agree to the Terms and Conditions in this contract.

Signature (Designer)

Signature (Client)

Date

Date