

# Terms and Conditions

## HGraphic Design Terms and Conditions

The following Terms and Conditions of Service apply to all artwork, graphic design and photographic services provided by Harriet Gifford operating as HGraphic Design (known from here, in this document as HGraphic Design).

All design work is carried out by HGraphic Design on the understanding that the client has agreed to abide by HGraphic Design's terms and conditions.

Copyright of all graphic design work is retained by HGraphic Design including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.

If multiple design concepts are submitted, only one concept is deemed to be given by HGraphic Design as fulfilling the contract. All other artwork designs remain the property of HGraphic Design, unless agreed in writing.

### Project Acceptance

At the time of proposal, HGraphic Design will provide the customer with a written estimate or quotation by post or email as requested.

A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and

should be returned to HGraphic Design by email or post. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept HGraphic Design's terms and conditions. No work on a project will commence until either document has been received by HGraphic Design.

### Design Fees

Fees for design services to be provided by HGraphic Design, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due on projects worth over £100.00. Work on the project will not commence until HGraphic Design has received this amount.

### Charges for Other Services

Charges for any additional services over and above the estimated design, will be made known to the client. They will become fully payable at the time of project acceptance.

### Payment

The client will be asked to provide artwork sign off before being issued with an Invoice prior to print/artwork/publication. At this time the remainder of the fees due will become payable. Accounts which remain outstanding for 30 days after the date of invoice, may incur an extra charge of 8% plus the Bank of England base rate per month of the outstanding amount.

Payments may be made by Bacs or cheque.

Returned cheques will incur an additional fee of £50 per returned cheque. HGraphic Design reserves the right to consider an account to be in default in the event of a returned cheque.

### **Default**

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. HGraphic Design shall be considered entitled to remove HGraphic Design's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Cr HGraphic Design reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

### **Copyrights and Trademarks**

By supplying text, images and other data to HGraphic Design for inclusion in the customer's brochure or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by HGraphic Design on behalf of the customer, will remain the

property of HGraphic Design and/or its suppliers, in which full copyright will be passed to the client upon receipt of full payment.

By supplying images, text, or any other data to HGraphic Design, the customer grants HGraphic Design permission to use this material freely in the pursuit of the design and to utilise the designs in HGraphic Design's portfolio unless agreed otherwise.

Should HGraphic Design, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow HGraphic Design to remove and/or replace the file.

The customer agrees to fully indemnify and hold HGraphic Design free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

### **Alterations**

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

The customer also agrees that HGraphic Design holds no responsibility for any amendments made by any third party, before or after a design is published.

## **Licensing**

Any design, copywriting, drawing, idea or code created for the customer by HGraphic Design, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of HGraphic Design and any of its relevant sub-contractors.

All design work where there is a risk that another party may make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. HGraphic Design will not be held responsible for any and all damages resulting from such claims. Creative Wisdom Ltd is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold HGraphic Design responsible for any such loss or damage. Any claim against HGraphic Design shall be limited to the relevant fee(s) paid by the customer.

## **Data Formats**

The client agrees to HGraphic Design's definition of acceptable means of supplying data to the company.

Text is to be supplied to Creative Wisdom Ltd in electronic format as standard text (.txt), MS Word (.doc) on CD, USB data stick, or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by HGraphic Design via CD, or electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and Creative Wisdom Ltd will not be held responsible for any image quality which the client later deems to be unacceptable. HGraphic Design cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

## **Design Project Duration**

Any indication given by HGraphic Design of a design project's duration is to be considered by the customer to be an estimation. HGraphic Design cannot be held responsible for any project over-runs, whatever the cause.

## **Design Project Completion**

HGraphic Design considers the design project complete upon receipt of the customer's sign off. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

## **Website Design Only**

Once web design is complete, HGraphic Design will provide the customer with the opportunity to review the resulting work. HGraphic Design will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to HGraphic Design by email or post.

HGraphic Design will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

## **Hosting websites**

HGraphic Design offers a limited hosting service through an out-sourced server. HGraphic Design does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. HGraphic Design may request that clients change the type of hosting account used if that account is deemed by HGraphic Design to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for HGraphic Design's hosting service are due at the commencement of any period of service and are non-refundable. Fees due to third party hosting organisations are the responsibility of the client and HGraphic Design are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the customer / domain owner.

## **Duration and Renewal of Hosting Services**

Unless otherwise specified, Services are provided for a minimum contract term of 12 months and unless cancelled in writing will automatically be renewed for the billing period chosen on sign up. You are entitled to cancel the Services by contacting HGraphic Design no less than 3 months prior to the renewal date for your Services.

## **Design Credits**

The customer agrees to allow HGraphic Design to place a small credit on printed material, exhibition displays, advertisements and/or a link to HGraphic Design's own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow HGraphic Design to place all designs on HGraphic Design's own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

## **Rights of Refusal**

HGraphic Design will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. HGraphic Design also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that HGraphic Design does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow HGraphic Design to remove the contravention without hindrance, or

penalty. HGraphic Design is to be held in no way responsible for any such data being included.

### **Cancellation**

Cancellation of orders may be made initially by telephone contact, or email, however, following this, HGraphic Design will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by HGraphic Design within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

### **Disclaimer**

HGraphic Design makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. HGraphic Design will not be held responsible for any and all damages resulting from products and/or services it supplies. HGraphic Design is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold HGraphic Design responsible for any such loss or damage. Any claim against HGraphic Design shall be limited to the relevant fee(s) paid by the customer.

HGraphic Design reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. HGraphic Design will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

HGraphic Design and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. HGraphic Design recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

### **General**

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. HGraphic Design reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

### **Acceptance of Quotation and Terms and Conditions**

The placement of an order for design and/or any other services offered by HGraphic Design and validated by the customer's signature on the estimate or quotation, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and HGraphic Design.