

TERMS AND CONDITIONS

Terms of contract

DEFINITIONS

'Client' shall mean the person who has signed a Client contract with Drawn2Design.

'Design' shall mean all original designs carried out by or on behalf of Drawn2Design in accordance with the Clients' instructions"

'Artwork' shall mean all work, such as photography, new media, web design, graphic design or printing carried out by or behalf of Drawn2Design in accordance with the Client's instructions and based on original or amended designs or other similar designs supplied by the Client.

'Agreement' shall mean these Terms and Conditions and where applicable, the Client contract. In the event of inconsistency the Terms and Conditions shall prevail over the Client Contract.

NOTE

The explanation of procedures as detailed in these Terms and Conditions is intended for the Client's convenience and to aid the Client in getting the most from their relationship with Drawn2Design.

Please read them carefully.

QUOTATIONS

Quotations are issued where sufficient information is available to allow a fixed price to be guaranteed by Drawn2Design. Where a quotation has been issued Drawn2Design will invoice at the quoted price. However quotations only cover those services specifically requested if there are any unforeseen extras they will be added to the original quoted price. Unless stated to be a 'fixed quotation' all prices given by Drawn2Design will be estimates only.

Drawn2Design payment structure is as follows:

50% of full quotation price will be required as a non-refundable deposit before commencement of work. The final amount of the quotation plus any unforeseen extras will be invoiced upon project completion.

An alternative staggered payment structure may be agreed with the Client in writing at the Client's request before commencement of the project.

The Client is free to stop a project at any time, at which time they will be liable to a cancellation fee which will be the sum total of the hours worked charged at the standard hourly fee. Our standard hourly fee is £55p/h for artwork. £15p/h for image searching.

Invoices that are over 14 days overdue are to be paid before a new job can be started. If we require to invoice you for your Hosting, SMTP or Domain renewal both the outstanding and new invoice are required to be paid immediately to stop any suspension of service.

If invoices are not paid Drawn2Design have the right to suspend email, hosting and take down websites. A notice period of 1 week will be given. We will email the client every day during the notice period reminding them of the up and coming suspension if payment is not received.

If the client does not hold a domain with us we will pursue collection through debt collection with interest being applied to the invoice.

DESIGN

All Design work is charged on a set fee basis. All extra Client alterations carried out to the Design will be charged at the standard hourly rate (£55p/h) including changes to the signed client brief once designing has started. Appropriate supplementary quotations will be presented if requested. If a project runs over budget, due to agreed changes in the Clients brief, Drawn2Design will notify the Client of any additional costs prior to proceeding.

DEADLINES

All Deadlines are adhered to and written into the Client Contract. Please note that due to continued client corrections or if a Client can not decided on their choice of artwork, which in turn causes the project to over-run, we can not be held responsible for the late delivery of the work.

ARTWORK

Prices for all Artwork are estimated based on time considered reasonable but are intended as a guide only as it is almost impossible to give exact timings before a project has been completed. If the Client has strict monetary budgets for Artwork etc. these must be made known to Drawn2Design as they will inevitably influence the proposed project. In such instances Drawn2Design will endeavor to control the time worked to stay within the budget.

OWNERSHIP

Ownership of artwork and design is held with the Client once full payment is received.

STOCK IMAGERY LIBRARIES

We regularly use images from Stock Imagery Libraries to enhance our work. Purchasing ready produced imagery is a time efficient process, we search and select the images. Searching can take time so we must include this time in our invoicing. Search time is invoiced at £15 per hour. Image cost is £16 per image, this is a standard cost for an image. Fees vary depending on size, usage, print-run, exclusivity and the library used.

HOSTING / EMAILS

NAMESCO supply our hosting and email facilities. When a client purchases a domain from us we provide the necessary information required to help you set up your emails. It can be a tricky process setting up emails on your computer or mobile device so on occasion we suggest that you contact Namesco direct, they will help talk you through the set up on your computer and/or mobile devices, they are a very helpful team.

COPYWRITING / SUB EDITING

Copywriting and/or sub editing are charged on an hourly or per word basis with expenses extra. The method of charging will be agreed in writing with the Client before the contract is entered into.

PHOTOGRAPHY

Photography is charged on a day, half day or per shot basis. The method of charging will be agreed in writing with the Client before the contract is entered into. The photographic content of a job is difficult to assess at pre-design stage therefore any figure given by Drawn2Design in respect of photography is an estimate only. Should the budget figure be felt to be unrealistic at any time the Client will be consulted. Neither Drawn2Design nor the photographer can be held responsible for the interruption or postponement of a photographic session due to poor weather or other unforeseen circumstances.

CLIENT'S PRODUCTS OR MATERIALS

Whilst every care is taken with the Client's products or originals it is the Client's responsibility to inform Drawn2Design of any liabilities or other relevant issues. Any product or material of a highly technical or delicate nature should be under the supervision of an operator or a representative of the Client. Failing this Drawn2Design cannot be held responsible for any inadvertent misuse of or damage to the product or material. Drawn2Design cannot accept liability for any violation of copyright.

EXPENSES

In some instances it is necessary for representatives of Drawn2Design to visit factories, offices etc. at the Client's request in order to evaluate and assess Design requirements and to formulate a comprehensive Design brief etc. Expenses, such as the costs of travel and accommodation, will therefore be incurred. Where such expenses are incurred they will be added to the Client's final invoice. Expenses will not be incurred without the Client's express authority.

CLIENT CORRECTIONS

All Client corrections due to a poor brief, incorrect copy, a change of brief or decision etc. are charged extra. Small copy changes etc. are time consuming to implement it is therefore worthwhile checking all copy and instructions before proceeding to print. Please note that Drawn2Design cannot be held responsible for any errors. It is therefore in the Client's own interest to check and sign off all Artwork thoroughly before passing it on to be printed. Email confirmation is always requested as a sign off before sending a job to print.

GUARANTEE

Drawn2Design prides itself on its high standards. Any artwork carried out that is produced incorrectly (this does not include changes in specifications or brief by the Client) will be repeated at no extra cost to the Client.

PRINTING

Payment for Printing is required upon sign off of artwork. If you notice a problem with the printing please advise us within 2 days of receiving the printing otherwise printing will be deemed as correct and satisfactory. Our printers deliver direct and on occasion delivery fees are required (outside of the Birmingham area). We will keep our client informed of any delivery fees. Once your artwork is ready to be printed we require an email from yourselves to confirm the artwork is correct. Please proof read and spell check everything even the obvious headings. Drawn2Design will not be responsible for any printing errors.

PROMOTION

Drawn2Design is entitled to use any Artwork produced for a Drawn2Design Client on its website www.drawn2design.com and/or in its hardback portfolio for the purposes of promoting its business also on our Facebook page. Approval from the Client will be confirmed with Client's signature on the Client contract from each project.

INVOICES

Invoices will be issued on completion of the project for payment within 14 days. Where a large project has been broken down into stages an invoice will be issued after each stage. If a payment structure over several months is required please request during the briefing of the job. Any queries must be made within 7 days of receipt of invoice otherwise it will be deemed to be agreed and artwork accepted as correct. Where a project involves printing all Design stages must be paid in full prior to the commencement of printing, this may constitute payment before our credit terms of 14 days.

INTEREST

Drawn2Design reserves the right to charge interest on any account which exceeds the agreed credit terms, this will be charged at 2.5% per month (accrued).

CUSTOMER MATERIALS

All Customer Materials held by Drawn2Design, or in transit to or from the Client, shall be deemed to be entirely at the Client's risk and Drawn2Design shall not be liable for any loss of or damage to the Client Materials whilst in the possession of Drawn2Design or in transit as aforesaid.

The Client shall insure all the Client Materials for all risks. The Client warrants that none of the Client Materials nor the use by Drawn2Design of any of the Client Materials will infringe the intellectual property rights of any third party or any database, privacy or publicity right, or any other right of any other nature of any person or be offensive, illegal, immoral, obscene or defamatory.

The Client undertakes to indemnify Drawn2Design and to keep Drawn2Design fully indemnified against all actions, proceedings, claims, costs, loss, damage or expense whatsoever whether arising in contract where Drawn2Design may suffer or incur as a result of any defect in the Client Materials whether due to quality, design, fitness for purpose or in any other way whatsoever.

THIRD PARTY PRODUCTS

The Client acknowledges that in many circumstances Drawn2Design has no title to or property in the Third Party Products and that Drawn2Design cannot transfer any such rights to the Client. The Client acknowledges that it shall accept or be deemed to accept such suppliers terms and conditions of use when such Third Party Products are acquired by Drawn2Design for use by or on behalf of the Client.

The Client agrees at all relevant times to comply with any terms and conditions of use relating to the Third Party Products including (but not limited to) software licences. The Client acknowledges that failure to do so could result in the availability of the Third Party Products being denied or revoked by the owner of such Third Party Products.

The Client undertakes to indemnify Drawn2Design and to keep Drawn2Design fully indemnified against all actions, proceedings, claims, costs, loss, damage or expense whatsoever whether arising in contract or in tort which Drawn2Design may suffer or incur as a result of any breach by the Client of any terms and conditions of use relating to Third Party Products.

FORCE MAJEURE

Notwithstanding anything contained in this Agreement, in the event of performance of this Agreement by any party being rendered impossible for any reason beyond its reasonable control (including but not limited to war, invasion, act of foreign enemy, hostilities, whether war be declared or not, civil war or strife, rebellion, strikes, lock-outs or other industrial disputes, acts of God, acts of governments or other prevailing authorities or defaults of third parties) such non-performance shall be deemed not to constitute a breach of this Agreement

We select our suppliers carefully and have a proven track record that their service, quality and reliability are superb but this may on rare occasions differ due to no fault of our own. In this case Drawn2Design is not to be held responsible but will work promptly to rectify and solve the problem. If a reduction of the cost of the job is deemed appropriate then a discount will be given.

TERMINATION

On termination of this Agreement, all rights and obligations under the Agreement shall cease except those in respect of confidentiality, payment and the restrictive covenants imposed on the freelance designers and photographers.

Payment for work carried out will be invoiced for if the job is over 50% completed. If the client terminates the job after the client contract has been signed and 50% deposit paid their 50% deposit is non refundable.

CHOICE OF LAW AND JURISDICTION

In the event of dispute the Courts of England and Wales shall have exclusive jurisdiction, this Agreement is governed by the laws of England and Wales.

