

TERMS & CONDITIONS OF BUSINESS

1. Payment

All new clients are required to pay a 25% deposit on their first project and the remaining 75% balance on completion of the project. All invoices thereafter are payable within 28 days of receipt. A service charge of 8% is payable on all overdue balances for reissuing each invoice at 45, 60, 75 and 90 days from the date of original invoice. The grant of any license or right of copyright is conditioned on receipt of full payment.

2. Default in payment

The Client shall assume responsibility for cost outlays by 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. Quotations

All quotations are estimated on the amount of time required to complete the project at a standard hourly rate of £40.00. The Designer shall keep the client apprised of a tally of hours with a minimum of 30 minute increments should they exceed the initial quotation.

4. Amendments

The Client must assume that all additions, alterations, changes in content, layout or process changes requested by the customer, will alter the time and cost. The Client shall offer the Designer the first opportunity to make any changes.

5. Approval of artwork

The Client is responsible for proof reading all artwork prior to approval. The Designer cannot accept liability for errors in printed materials relating to copy, spelling and punctuation after approval has been given.

6. Expenses

The Client shall reimburse the Designer for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance the Designer for payment of said expenses, including but not limited to, stock photography, artwork, and/or material needed for the project.

7. Cancellation

In the event of cancellation of this project, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, and expenses already incurred, shall be paid by the Client. Cancellation fee is based on the hours undertaken, if the project is on an hourly basis or a percentage based on the time estimate for the entire job. A 100% cancellation fee is due once the project has been finished, whether delivered to the client or not. If the

project is on an hourly basis and the project is canceled by the Client, the Client agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation.

8. Ownership and return of artwork

The Designer retains ownership of all original artwork, whether preliminary or final, and the Client shall return such artwork within 30 days of use unless indicated otherwise below. If transfer of ownership of all rights is desired, a fee may be charged.

9. Credit lines

The Designer and any other creators shall receive a credit line with any editorial usage. If similar credit lines are to be given with other types of usage, it must be so indicated here.

10. Modifications

Modifications of the terms of this contract must be written and authorised by both parties, involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

11. Website hosting

A fee of £15 per month for standard websites and £25 per month for e-commerce websites applies to all published sites. This fee will be invoiced an annual basis. The hosting fee is a direct cost of all published websites and includes a content management system and other website features including, but not limited to, slideshow banners, contact forms and videos. It also includes technical support which covers issues such as downtime and content management system training. Amendments and additions at the request of the Client after the website has been published will be charged at the standard hourly rate of £40.00.

12. Code of fair practice

The Designer warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Designer has full authority to make this agreement; and that the work prepared by the Designer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Designer's product that may infringe on the rights of others. Client expressly agrees that it will hold the Designer harmless for all liability caused by the Client's use of the Designer's product to the extent such use infringes on the rights of others.