



## Design & Production Terms and Conditions

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The following Terms and Conditions of Service apply to all products and services provided by Le Cluse & Cheshire Graphic Design Services.

The name 'Le Cluse & Cheshire' includes Le Cluse & Cheshire Graphic Design Services, Le Cluse & Cheshire Graphic Designers and Le Cluse & Cheshire WebWorks.

All work carried out by Le Cluse & Cheshire is undertaken on the understanding that the client has agreed to Le Cluse & Cheshire's terms and conditions.

Copyright is retained by Le Cluse & Cheshire on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

Designs are supplied under copyright for a specific usage. If clients or their agents use any of the designs supplied for another usage, other than that specified, extra fees are deemed to be payable.

If a choice of design is presented, only one solution is deemed to be given by Le Cluse & Cheshire as fulfilling the contract. All other designs remain the property of Le Cluse & Cheshire, unless agreed in writing that this arrangement has been changed.

Where initial design drafts are presented, as per the initial purchase order, it is understood that alterations and adjustments may be made by the client in conjunction with Le Cluse & Cheshire within the terms of the original quoted or estimated brief in order to arrive at a satisfactory design. This process is initiated by the issuing of a purchase order.

### **Project Acceptance**

At the time of proposal, Le Cluse & Cheshire Graphic Designers may provide the customer with a written estimate or quotation. The Terms and Conditions can be read on Le Cluse & Cheshire's website.

**(a)** 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. Alternatively, the client may send an official order by post or email in reply to the estimate or quotation which binds the client to accept Le Cluse & Cheshire Graphic Designers' terms and conditions. No work on a project will usually commence until either document has been received by Le Cluse & Cheshire.

### **Acceptance and Use of Client supplied copy**

Any copy or written material supplied by the client to for use in any project is subject to checking by the client on submission of proofs or design drafts by Le Cluse & Cheshire. Le Cluse & Cheshire can not be held responsible for any copy errors in the final production item if the client has cleared and approved the design drafts or proofs.

### **Design Charges**

Charges for design services to be provided by Le Cluse & Cheshire Graphic Designers, will be set out in the verbal or written estimate or quotation that is provided to the customer. At the time of the customer's acceptance (see above, paragraph **(a)**) of this estimate or

quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will, if required and requested, become immediately due. If this deposit is required and requested work on the project will not commence until Le Cluse & Cheshire has received this amount.

### **Charges for Other Services**

Charges for any additional services over and above the estimated design, may become fully payable, if requested, (100% of the quoted amount) at the time of estimate or quotation acceptance.

### **Payment**

Accounts which remain outstanding for 28 days after the date of invoice, may incur interest at the statutory amount.

Payments may be made by cash, cheque, or (for overseas customers), Pound Sterling International Money Order or previously agreed electronic funds transfer.

Publication and/or release of work done by Le Cluse & Cheshire Graphic Designers on behalf of the client, where required or requested, may not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. Le Cluse & Cheshire Graphic Designers reserves the right to consider an account to be in default in the event of a returned cheque.

### **Default**

An account shall be considered in default if it remains unpaid for 28 days from the date of invoice, or following a returned cheque. Le Cluse & Cheshire shall be considered entitled to remove Le Cluse & Cheshires' 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 Le Cluse & Cheshire 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 Le Cluse & Cheshire for inclusion in the customer's website 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 Le Cluse & Cheshire on behalf of the customer, will remain the property of Le Cluse & Cheshire and/or its suppliers.

The customer may request in writing from Le Cluse & Cheshire, the necessary permission to use materials (for which Le Cluse & Cheshire holds the copyright) in forms other than for which it was originally supplied, and Le Cluse & Cheshire may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Le Cluse & Cheshire, the customer grants Le Cluse & Cheshire permission to use this material freely in the pursuit of the design.

Should Le Cluse & Cheshire, 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 Le Cluse & Cheshire Graphic Designers to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Le Cluse & Cheshire Graphic Designers 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 Le Cluse & Cheshire Graphic Designers 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 Le Cluse & Cheshire, 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 Le Cluse & Cheshire and any of its relevant sub-contractors.

All design work- where there is a risk that another party 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. Le Cluse & Cheshire will not be held responsible for any and all damages resulting from such claims. Le Cluse & Cheshire is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Le Cluse & Cheshire responsible for any such loss or damage. Any claim against Le Cluse & Cheshire shall be limited to the relevant fee(s) paid by the customer.

### **Data Formats**

The client agrees to Le Cluse & Cheshire's definition of acceptable means of supplying data to the company.

Text is to be supplied to Le Cluse & Cheshire in electronic format as standard text (.txt), MS Word (.doc) on floppy disc, or CD-ROM, or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by Le Cluse & Cheshire via floppy disc, CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Le Cluse & Cheshire will not be held responsible for any image quality which the client later deems to be unacceptable. Le Cluse & Cheshire 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 Le Cluse & Cheshire of a design project's duration is to be considered by the customer to be an estimation. Le Cluse & Cheshire cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Le Cluse & Cheshire for the initial payment or by date confirmed in writing by Le Cluse & Cheshire.

### **Rights of Access for Website Construction**

The client agrees to allow Le Cluse & Cheshire's WebWorks all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow Le Cluse & Cheshire access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply Le Cluse & Cheshire with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

## **Design Project Completion**

Le Cluse & Cheshire considers the design project complete upon receipt of the customer's signed Approval form. 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, Le Cluse & Cheshire's WebWorks will provide the customer with the opportunity to review the resulting work. Le Cluse & Cheshire's WebWorks 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 Le Cluse & Cheshire's WebWorks by e-mail or fax and confirmed by post.

Le Cluse & Cheshire's WebWorks 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**

Le Cluse & Cheshire's WebWorks offers hosting services. In addition or as an alternative Le Cluse & Cheshire's WebWorks can suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Le Cluse & Cheshire's WebWorks may request that clients change the type of hosting account used if that account is deemed by Le Cluse & Cheshire's WebWorks to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees due to an alternative hosting organisation are the responsibility of the client and Le Cluse & Cheshire are not liable for their payment.

## **Domain Registration**

Le Cluse & Cheshire's WebWorks cannot guarantee the availability of any domain name. Where Le Cluse & Cheshire's WebWorks is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

## **Search Engine Submission**

Due to the infinite number of considerations that search engines use when determining a site's ranking, Le Cluse & Cheshire's WebWorks cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

## **Design Credits**

The customer agrees to allow Le Cluse & Cheshire Graphic Designers to place a small credit on printed material exhibition displays, advertisements and/or a link to Le Cluse & Cheshire'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 Le Cluse & Cheshire to place websites and other designs, along with a link to the client's site on Le Cluse & Cheshire's own website for demonstration purposes and to use any designs in its own publicity.

## **Rights of Refusal**

Le Cluse & Cheshire 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. Le Cluse & Cheshire also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Le Cluse & Cheshire Graphic Designers does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Le Cluse & Cheshire to remove the contravention without hindrance, or penalty. Le Cluse & Cheshire 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 e-mail, however, following this, Le Cluse & Cheshire will need formal notification in writing to the company's postal address. The client may then be invoiced for all work completed over and above the non-refundable deposit if paid, if payment was requested, that will have been made at the time of first ordering. The balance of monies due must be paid within 28 days.

Where designs have been submitted prior to cancellation the customer is liable for payment for all work done.

Please note: any cancellation which is not formally confirmed in writing and received by Le Cluse & Cheshire within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

**Disclaimer**

Le Cluse & Cheshire makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Le Cluse & Cheshire will not be held responsible for any and all damages resulting from products and/or services it supplies. Le Cluse & Cheshire 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 Le Cluse & Cheshire responsible for any such loss or damage. Any claim against Le Cluse & Cheshire shall be limited to the relevant fee(s) paid by the customer.

Le Cluse & Cheshire 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. Le Cluse & Cheshire will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Le Cluse & Cheshire 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. Le Cluse & Cheshire 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. Le Cluse & Cheshire 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 Le Cluse & Cheshire and validated by the customer's signature on the estimate or quotation form or by their emailed order or purchase order or written order or purchase order, 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 Le Cluse & Cheshire Graphic Designers.