

ELEY DESIGN - DESIGN & PRINT TERMS & CONDITIONS

PRICE VARIATION - Estimates are based on the designer's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

1. **TAX** - The designer reserves the right to charge the amount of any taxes, value added tax, duties or royalties, etc, which are payable whether or not included on the estimate or invoice.
2. **PRICING GUIDE** - The price for each job is arrived at by negotiation with the client. I normally grant a one year exclusive license to reproduce the design in a specific form, for a specific use within a given territory. Extended licenses of between 2 to 10 years will be considered under certain circumstances. Copyright in the work is not usually assigned; if the client insists on owning copyright then the basic price of the job must be multiplied by a factor of four. Reasonable expenses e.g. the cost of couriers etc., may also be charged to the client.
3. **STANDARD TERMS & CONDITIONS** - A written purchase order is required before work can commence. First-time clients are requested to pay a 25% deposit. A written acknowledge ment of your order will be mailed or faxed, detailing the terms, and also stating the following:
 - (a) The designer retains ownership of full copyright in the work and is free to sell further rights for its use unless otherwise agreed. If the client takes up additional rights, permission must first be obtained and a fee will be agreed at that time. If the client buys the original artwork the sale of further rights by the designer is not affected.
 - (b) Full payment will be made within 30 days of the date of the invoice. Rights as agreed are not granted until payment in full has been received by the designer.
 - (c) The designer can only keep to the agreed delivery dates if any necessary reference material is supplied and the proof is passed without delay. The client is responsible for the clearance of copyright of any reference material supplied for use by the designer.
 - (d) If the work is cancelled a proportion of the fee will be payable according to the amount of work done. If the work is rejected at rough stage the client will pay one third of the agreed artwork fee plus agreed expenses. If the finished artwork is rejected the fee is negotiable but it will not be less than half the agreed artwork fee and if the designer has followed the brief correctly and the work is consistent with that originally shown to the client, then the full fee is payable. If a rough rejection fee is paid the client has no right to use any part of the work and the rough and/or original artwork remains the property of the designer.
 - (e) The designer asserts his moral right of paternity and integrity, therefore the client does not have the right to make any alteration to the work unless agreed with the designer.
 - (f) The designer has the right to use the work for self-promotion.
4. **PRELIMINARY WORK** - All work carried out, whether experimentally or otherwise, at customer's request shall be charged.
5. **COPY** - A charge may be made to cover any additional work involved where copy supplied is not clear and legible.
6. **PROOFS** - Proofs of all work may be submitted for customer's approval and the designer shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the designer's judgement, changes therefore made by the customer shall be charged extra.
7. **COPYRIGHT** - The customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs etc. The customer will indemnify the designer and his agents from any claim arising thereof.
8. **COMPANY IMPRINT** - No work will carry our company imprint unless specifically required by law.
9. **DELIVERY AND PAYMENT**
 - (a) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed the payment shall become due.
 - (b) On certain classes of work the designer reserves the right to insist on payment being received prior to commencement of the work.
 - (c) Any carriage arranged by the printer is on the customer's behalf and the designer is not liable for any delays arising out of that carriage.
 - (d) Should expedited delivery be agreed an extra fee may be charged to cover any overtime or any other additional costs involved.
 - (e) Should work be suspended at the request of or delayed through any fault of the customer for a period of 30 days the designer shall then be entitled to payment for work already carried out, materials specially ordered and the other additional costs including storage.
 - (f) No consequential loss or liabilities will be accepted under any circumstances.
 - (g) Delivery times are given as a guideline only. No guarantees are given as to delivery times unless in writing and agreed in advance.
10. **PAYMENT TERMS** - Unless otherwise agreed in writing payment of all accounts is due 30 days from the date of the invoice. When payment is not made within this period, interest may be charged at the current bank rate plus 4% monthly thereafter and all additional costs incurred in collecting the debt will be recovered from the customer, including the cost of instructing solicitors, of collecting agents and communications.
11. **VARIATIONS IN QUANTITY** - Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent for work in one colour only and 10 per cent for other work being allowed for overs or shortage (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged or deducted.
12. **CLAIMS** - Any query regarding the condition of goods supplied must be made to the printer verbally by 10.00 a.m. on the working day following the receipt of goods and confirmed in writing within 5 working days. Claims refer only to products supplied. Any query relating to invoices should be made to the designer in writing within 5 working days of invoice date.
13. **LIABILITY** - The designer's liabilities are limited to the replacement costs of the product(s) supplied only.
14. **STANDING MATERIAL** -
 - (a) Metal, film, glass and other materials owned by the designer and used by him in the production of type, plates, moulds, stereotypes, electrotypes, filmsetting, negatives and the like shall remain his exclusive property. Such items when supplied by the customer shall remain the customer's property.
 - (b) Type may be distributed, negatives destroyed and lithographic, photogravure or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.
15. **CUSTOMERS PROPERTY** -
 - (a) Whilst every care is taken, the designer and his agents cannot accept responsibility for loss or damage to artwork, photographs, transparencies, etc. Any liability shall be limited to the replacement cost of the basic material.
16. **FULL COLOUR PRINTING** - Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, the designer shall not be required to guarantee an exact match in colour or texture between the customer's original colour photograph or transparency and the printed article. Customers who require colour reproduction of a specific standard and who wish to check the colour reproduction prior to printing must order a colour proof, in writing when placing an order. This will be charged as an extra. It is the customer's own responsibility to ensure that the colour photograph(s) or transparency (cies) submitted are suitable for the work in hand. The company cannot accept liability for unsatisfactory results caused by unsuitable or inferior photographic originals.
17. **FORCE MAJEURE** - The designer shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to the printer elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
18. **FUTURE CONDITIONS** - All future dealings between the client and the designer shall be on these standard terms and conditions unless otherwise agreed.
19. **LAW** - These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.