

# Terms and Conditions

## Creating Business By Design



The following Terms and Conditions of Service apply to all products and services provided by A.N.G Design Consultancy/A.N.G. Creative Design. All work is carried out by A.N.G Design Consultancy on the understanding that the client has agreed to A.N.G Design Consultancy's terms and conditions.

### **Project Acceptance**

At the time of proposal, A.N.G Design Consultancy will provide the customer with a written estimate or quotation which will include a copy of The Terms and Conditions or can be requested at any time.

The client may send an official electronic order in reply to the estimate or quotation which binds the client to accept A.N.G Design Consultancy's terms and conditions. Alternatively, 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 A.N.G Design Consultancy. No work on a project will commence until either document has been received by A.N.G Design Consultancy.

### **Design Charges**

Charges for design services to be provided by A.N.G Design Consultancy, 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% (or agreed amount) of the quoted fee will become immediately due. Work on the project will not commence until A.N.G Design Consultancy has received this amount.

### **Charges for Other Services**

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

### **General Procedure**

On receipt of a brief or information document and after discussion of the clients requirements, preliminary designs will be submitted for choice and development.

All design is based on the information given at the time of the brief. If the design requirements are changed part way through the process extra costs will be charged (within reason and to be agreed). If after approval further adjustments and authors corrections are requested a further charge will be incurred (within reason and to be agreed).

If a choice of design is presented, only one solution is deemed to be given by A.N.G Design Consultancy as fulfilling the contract. All other designs, (Preliminary Works) remain the property of A.N.G Design Consultancy, unless agreed in writing that this arrangement has been changed. All rights in and to any Preliminary Works and working design files shall remain the exclusive property of A.N.G Design Consultancy. The customer is purchasing the 'end' product ready for print or digital use and will therefore be supplied with high resolution PDF, jpg, and/or eps files unless otherwise agreed.

Copyright is retained by A.N.G Design Consultancy on all design work including words, pictures, ideas, visuals and illustrations (unless specifically released in writing) and after all costs have been settled.

### **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.

### **Final proofreading**

In the event that the customer has confirmed approval but errors, such as, by way of example, typographic errors or misspellings, remain in the finished product, the customer shall incur the cost of correcting such errors. The customer also agrees that A.N.G Design Consultancy holds no responsibility for any amendments made by any third party, before or after a design is published. Amendments to the design or project after completion, approval and payment will be liable for further charge

### **Payment**

The customer will be provided with either an Approval Form or a screen proof to be approved and returned. An invoice will be issued after the project is finalised. At this time the remaining balance due will become payable. Terms of payment is 7 days. Accounts which remain outstanding for 7 days after the date of invoice, can be liable for a statutory late payment charge, currently £40.00 and an extra charge of 8% per month of the outstanding amount

Payments may be made by BACS, cash, cheque, (bank cheques will incur an administration fee), or (for overseas customers), Pound Sterling International Money Order or previously agreed electronic funds transfer.

Publication and/or release of work done by A.N.G Design Consultancy on behalf of the client, may not take place before cleared funds have been received. Returned cheques will incur an additional fee of £50 per returned cheque. A.N.G Design Consultancy 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 7 days from the date of invoice, or following a returned cheque. If appropriate, A.N.G Design Consultancy shall be considered entitled to refuse the right to reproduce/print any A.N.G Design Consultancy's designs already supplied or remove A.N.G Design Consultancy'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, design, sub-contractors, printers, photographers and libraries. Removal of such materials does not relieve the customer of it's obligation to pay the due amount. Customers whose accounts become default agree to pay A.N.G Design Consultancy 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 A.N.G Design Consultancy for inclusion in the customer's project 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 A.N.G Design Consultancy on behalf of the customer, will remain the property of A.N.G Design Consultancy and/or it's suppliers.

The customer may request in writing from A.N.G Design Consultancy, the necessary permission to use materials (for which A.N.G Design Consultancy holds the copyright) in forms other than for which it was originally supplied, and A.N.G Design Consultancy may, at it's 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.

The customer may request (in writing) for full copyright of the designs produced by A.N.G Design Consultancy. If agreed A.N.G Design Consultancy reserve a right to make a charge for this request.

By supplying images, text, or any other data to A.N.G Design Consultancy, the customer grants A.N.G Design Consultancy permission to use this material freely in the pursuit of the design.

Should A.N.G Design Consultancy, 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 A.N.G Design Consultancy to remove and/or replace the file on the site. The customer agrees to fully indemnify and hold A.N.G Design Consultancy 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.

[www.angcreativedesign.co.uk](http://www.angcreativedesign.co.uk)

Graphic Design • Illustration & Infographics • Packaging Design & Development

# Creating Business By Design

## Licensing

Any design, copywriting, drawing, idea or code created for the customer by A.N.G Design Consultancy, 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 A.N.G Design Consultancy 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. A.N.G Design Consultancy will not be held responsible for any and all damages resulting from such claims. A.N.G Design Consultancy is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold A.N.G Design Consultancy responsible for any such loss or damage. Any claim against A.N.G Design Consultancy shall be limited to the relevant fee(s) paid by the customer.

## Data Formats

The client agrees to A.N.G Design Consultancy's definition of acceptable means of supplying data to the company. Text is to be supplied to A.N.G Design Consultancy in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail. Images which are supplied in an electronic format, are to be provided in a format as prescribed by A.N.G Design Consultancy via CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and A.N.G Design Consultancy will not be held responsible for any image quality which the client later deems to be unacceptable. A.N.G Design Consultancy cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

## Design Project Duration

Any indication given by A.N.G Design Consultancy of a design project's duration is to be considered by the customer to be an estimation. A.N.G Design Consultancy 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 A.N.G Design Consultancy for the initial payment or by date confirmed in writing by A.N.G Design Consultancy.

The customer agrees to supply A.N.G Design Consultancy with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner. If after a period of 3 months, unless otherwise agreed, full payment of the remaining balance shall be invoiced. If the customer wishes to proceed the work will be carried out as and when they are ready to either supply the required content or information needed for completion at no extra charge unless the quoted time/cost of the job has been reached.

## Design Project Completion

A.N.G Design Consultancy considers the design project complete upon receipt of the customer's signed Approval form/Electronic Approval. 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

## Design Credits

The customer agrees to allow A.N.G Design Consultancy to place a small credit on printed material, exhibition displays, advertisements and/or a link to A.N.G Design Consultancy's own 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 A.N.G Design Consultancy to place designs, along with a link to the client's site on A.N.G Design Consultancy's own website for demonstration purposes and to use any designs in its own publicity.

## Rights of Refusal

A.N.G Design Consultancy 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. A.N.G Design Consultancy also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that A.N.G Design Consultancy does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow A.N.G Design Consultancy to remove the contravention without hindrance, or penalty. A.N.G Design Consultancy 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, A.N.G Design Consultancy 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. In the event of cancellation, A.N.G Design Consultancy shall be compensated for the Services performed through the date of cancellation in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by A.N.G Design Consultancy or A.N.G Design Consultancy's agents as of the date of termination, whichever is greater; and The Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation. The balance of monies due must be paid within 7 days. Please note: any cancellation which is not formally confirmed in writing and received by A.N.G Design Consultancy within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

## Disclaimer

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

A.N.G Design Consultancy 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. A.N.G Design Consultancy will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

A.N.G Design Consultancy 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. A.N.G Design Consultancy 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. A.N.G Design Consultancy 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 A.N.G Design Consultancy and validated by the customer's signature on the estimate or quotation form or electronic message, 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 A.N.G Design Consultancy.