

Terms & Conditions



By entering into a work agreement with The Design Workshop, the client accepts and agrees to the following Terms and Conditions:

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1. PRICING & PAYMENT

- 1.1 The price for individual projects is arrived at by negotiation with the client. Different factors affect the pricing, including nature of the work, print specifications, time allowed for project, etc.
- 1.2 Prices will usually be quoted by project unless otherwise agreed. Subsequent alterations will be charged separately.
- 1.3 Surplus reasonable expenses e.g. postage, couriers, colour proofs etc will be charged to the client at cost price.
- 1.4 Unless otherwise agreed, a deposit of 50% of quoted fee is payable before commencement of work.
- 1.5 Full payment must be made within 30 days of the date of the invoice. Interest at a rate of 2% per month is payable on any balance unpaid after 30 days of the date of invoice. Any copyright agreements will not be granted until payment has been received in full by The Design Workshop.

2. COPYRIGHT AND LICENCES

- 2.1 Unless otherwise agreed in writing with the client, any intellectual property rights, including without limitation, copyright and related rights anywhere in the world in all design and artwork produced or used by The Design Workshop, all software and underlying codes developed or supplied by The Design Workshop and all work executed or created therefrom shall at all times remain the absolute property of The Design Workshop or its licensors. The granting of copyright to the client will most likely increase the fee.
- 2.2 Release of original artworks will be subject to a Release Fee of 75% of the original invoice cost. Copyright will only be signed over (if agreed) once a project is completed and payment in full has been received and cleared including any Release Fee.
- 2.3 If a cancellation or rejection occurs, the client has no right to use any part of the work and ALL work, including concepts/proofs, remains the absolute property of The Design Workshop.
- 2.4 The client is responsible for clearance of copyright and/or licences of any materials supplied to and for use by The Design Workshop.

3. PROJECT PROCEDURE

- 3.1 Where applicable, a complete brief must be agreed and signed off by the client and returned to The Design Workshop before a final quote can be issued.
- 3.2 A written purchase order is required before work can commence OR a copy of the quote signed by the client and returned to The Design Workshop, as well as a signed copy of these Standard Terms and Conditions.
- 3.3 The Design Workshop can only keep to the agreed delivery dates if any necessary materials supplied by the client arrive within the agreed timescales, and all stages of approval are passed without delay.

- 3.4 All stages of work that require the approval of the client must be physically signed off before the next stage can commence.

4. WEB SPECIFIC

- 4.1 As soon as web work has been completed The Design Workshop will notify the client in writing and give the client an opportunity to inspect and test the Web Site. The client will be deemed to approve the Website 14 days after the client has received the written notification referred to unless the client notifies The Design Workshop in writing of any outstanding defects before the end of the period.
- 4.2 In the case of defects The Design Workshop will carry out within a reasonable time such works which are reasonably necessary to remedy such defects and the costs thereof shall be met by The Design Workshop providing that such works are necessary to remedy a fundamental defect in the web site and do not fall outside the original specification as set out in the quotation.
- 4.3 Once the web site is live the client shall be responsible for checking its satisfactory performance in the live environment. The Design Workshop will make no changes to the web site unless either notified by the client of a defect, in accordance with clause 4.2 or as a result of any emergency measures taken.
- 4.4 Domain Name Registration
 - 4.4.1 The Design Workshop does not warrant or guarantee that any domain name applied for will be registered in the client's name or is capable of being registered by the client. Accordingly the client should take no action in respect of its requested domain name(s) until the client has been notified that its requested domain name has been registered.
 - 4.4.2 The Design Workshop accepts no responsibility in respect of the use of a domain name by the client and any dispute between the client and any other individual or organisation regarding a domain name must be resolved between the parties concerned and The Design Workshop will take no part in any such dispute. The Design Workshop reserves the right on becoming aware of such a dispute, at its sole discretion and without giving any reason, to either suspend or cancel the domain name, and/or to make appropriate representations to the relevant naming authority.
- 4.5 Search Engine Registration

The Design Workshop makes no warranty or representation regarding the results that may be obtained from the use of any search engines registered on behalf of the client, or that such search engines will meet the client's requirements, be uninterrupted, secure and/or error free.
- 4.6 Web Site Hosting & Streaming
 - 4.6.1 The Design Workshop uses a third party for hosting of websites and video delivery (streaming). The Design Workshop can neither guarantee nor be responsible for any breaks in the continuity of the electricity supply or of the telecoms link, which in each case is the responsibility of the third party provider concerned. The Design Workshop does not guarantee that the server will be free from unauthorised users or hackers and accepts no liability for resulting damages.

4.6.2 The Design Workshop reserves the right to shut down the web site if it at any time has reasonable grounds for believing that it is being used for any unlawful or unlicensed purpose or has any unlawful or unlicensed content. The client hereby authorises such action and agrees to indemnify The Design Workshop in full against all loss (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses (including legal costs on an indemnity basis) incurred by The Design Workshop which may result from any such unlawful or unlicensed use.

4.6.3 The client recognises and accepts that it bears sole responsibility for the content of all material on its web site, whether posted on the web site by the client itself, if applicable, or on the client's behalf by The Design Workshop, and that it is the client's responsibility to ensure compliance with laws of all jurisdictions of the world to which users of the Web Site have access. The client agrees to ensure that there is not any material, data or information on the web site which is illegal or unlawful, obscene, defamatory or otherwise infringes any third party rights whatsoever.

4.6.4 The client agrees to indemnify The Design Workshop in full against all loss (including loss of profits), costs (including the cost of all labour and materials used), damages, charges and expenses (including legal costs on an indemnity basis) incurred by The Design Workshop as a result of the client acting in breach of its obligations under clause 4.6.3.

4.6.5 The client undertakes to pay all taxes, fees, levies and duties whether for import or otherwise arising in any part of the world in connection with the web site.

4.6.6 The Design Workshop is not liable for any viruses uploaded to the web site by third parties or the client's employees or agents.

5. GENERAL

5.1 The Design Workshop will not be liable for any consequential loss or damages arising from the late delivery of work.

5.2 The client will supply at least 3 proofs or printed copies of the work where possible.

5.3 The Design Workshop has the right to use all work for self promotion, as well as publicise work and any relation between The Design Workshop and the client.

5.4 All future dealings between The Design Workshop and the client will be on these standard terms and conditions unless otherwise agreed in writing.

6. CANCELLATION/TERMINATION/SUSPENSION/REJECTION

6.1 If a project is cancelled by the client, the client will pay a cancellation fee according to time & expenses incurred on the project at the point of cancellation. Unless otherwise agreed in writing between The Design Workshop and the client, a standard hourly rate of £50 (UK Sterling) will be charged on a pro rata basis in this regard.

6.2 Should the work fail to satisfy, the client may reject the work upon payment of a rejection fee as follows, plus agreed expenses:

- i) 50% of the standard hourly rate of £50 (UK Sterling) will be charged on a pro rata basis in this regard if the work is rejected prior to the layout design and viewing stage.
- ii) 75% of the standard hourly rate of £50 (UK Sterling) will be charged on a pro rata basis in this regard if the work is rejected after the layout design and viewing stage. HOWEVER, if The Design Workshop followed the brief correctly and the work is consistent with that originally shown to the client then the full fee is payable.

6.3 If at the instance of the client any or all of the services are terminated, cancelled or postponed at any time prior to their completion the client shall indemnify The Design Workshop in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses (including legal costs on an indemnity basis) incurred by The Design Workshop prior to and as a result of such termination, cancellation or suspension.

6.4 If the client terminates or cancels the web site hosting services it will not be able to take the web site to another host, except by prior written consent of The Design Workshop. The Design Workshop will make no refunds in respect of any web site hosting services terminated or cancelled under this condition.