

Terms & Conditions

The following Terms and Conditions of Service apply to all products and services provided by Shaun Webb Design Ltd (hereinafter referred to as SWD).

All work is carried out by SWD on the understanding that the client has agreed to SWD's terms and conditions. Copyright is retained by SWD on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled. If a choice of design is presented, only one solution is deemed to be given by SWD as fulfilling the contract. All other designs remain the property of SWD, unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, SWD will provide the customer with a written estimate or quotation. Commencement of the work binds the client to accept SWD's terms and conditions. The Terms and Conditions can be read on the SWD website.

Source Files

Charges for design work do not cover the release of copyright design files including indd, psd, png, fla or any other source files; if the Client requires these files, they will be subject to a separate quotation or 'buy-out' charge.

Charges for Other Services

Charges for any additional services over and above the estimated design, such as image licensing, will become fully payable (100% of the quoted amount) by the customer.

Studio Dispatch Fee

A charge of £10 will be added to each dispatched design file unless otherwise agreed.

Payment

Payment terms are 30 days from invoice date.

Copyrights and Trademarks

By supplying text, images and other data to SWD for inclusion in the customer's brochure, 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 SWD on behalf of the customer, will remain the property of SWD and/or its suppliers.

The customer may request in writing from SWD, the necessary permission to use materials (for which SWD holds the copyright) in forms other than for which it was originally supplied, and SWD 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 SWD, the customer grants SWD permission to use this material freely in the pursuit of the design.

The customer agrees to fully indemnify and hold SWD 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 SWD holds no responsibility for any amendments made by any third party, before or after a design is published.

Licensing

Any design, copywriting, photography, drawing, idea or code created for the customer by SWD, 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 SWD 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. SWD will not be held responsible for any and all damages resulting from such claims. SWD is not responsible for any loss,

or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold SWD responsible for any such loss or damage. Any claim against SWD shall be limited to the relevant fee(s) paid by the customer.

Image Quality

Images must be of a quality suitable for use without any subsequent image processing, and SWD will not be held responsible for any image quality which the client later deems to be unacceptable. SWD 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, colour correction and alteration of images

Design Project Duration

Any indication given by SWD of a design project's duration is to be considered by the customer to be an estimation. SWD cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date of confirmation of commencement of work.

Design Project Completion

SWD considers the design project complete upon receipt of the customer's sign off which may be verbal or written. 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

SWD require that a template is approved by the customer before coding of a site commences. Once the template(s) for the web site are approved by the customer, coding will commence; any changes to navigation items, colours, structure or content that require changes to the template may incur an additional charge.

Once web design is complete, SWD will provide the customer with the

opportunity to review the resulting work. SWD 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 SWD by e-mail or fax and confirmed by post.

SWD 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 & Domain Registration

Fees due to third party hosting organisations are the responsibility of the client and SWD are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the customer / domain owner.

SWD cannot guarantee the availability of any domain name. Where SWD 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, SWD 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. SWD recommend that customers use a professional SEO company and are happy to provide details of such companies, but accept no responsibility for their services.

Design Credits

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

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, SWD will need formal notification in writing. The client will then be invoiced for all work done before cancellation. The balance of monies due must be paid within 30 days.

Disclaimer

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

SWD 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. SWD will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

SWD 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. SWD 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. SWD reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by SWD, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at www.swd.uk.com.

An estimate validated by the customer's agreement, either verbal or written, 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 SWD.