



Design & branding terms and conditions

Last reviewed 18th March 2020

Definitions

In these conditions “the Customer” means the person, firm or company who commissions the services of TWDS Digital Ltd. “the Company”. By commissioning the Company to undertake work “the project” on their behalf, the Customer agrees that these Terms and Conditions of Trading define our working relationship.

All projects, services or goods that the Company may be contracted to produce or provide for the Customer will be subject to the following:

Fees

For each project, the Customer will receive an estimate outlining the project specifications and estimated fees for our time based on the Company’s current hourly rate and, where appropriate, any goods and professional services commissioned by the Company in order to complete the project.

Work will begin upon the Customer’s written, emailed or oral approval of the estimate and this will constitute an agreement. The Customer agrees to pay the Company in accordance with the terms specified in each proposal/estimate. Estimates are valid for only 30 days from the date on the estimate.

Payment

Unless otherwise agreed in writing by the Company all Customers will be required to pay 50% of the project cost before work can begin and all subsequent balances due are payable upon artwork approval. All costs of printing must be paid in advance.

The Company reserves the right without notice and in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented to incorporate the features of European Directive 2000/35/EC to charge interest on past due balances at the rate of 8% over the Bank of England base rate per annum and reserves the right to refuse completion or delivery of work until past due balances are paid. The Customer shall pay the Company’s costs, charges and expenses directly or indirectly incurred in obtaining or otherwise enforcing payment of outstanding accounts.

For some projects the Company may charge stage payments or monthly payments.

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The Company reserves the right to make a search with a credit reference agency, which may keep a record of that search and will share the information with other businesses. The Company may also make enquiries about the principal directors with credit reference agencies.

Revisions and alterations

New work requested by the Customer and performed by the Company after a proposal/ estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a revised proposal/estimate to you, and a revised additional fee must be agreed to by both parties before further work proceeds. When contact reports are issued by the Company's staff of meetings between the Customer and the Company the contents will be taken to be a correct record of the meeting to which it refers if it is not questioned by the Customer within three working days of its receipt. Author's alterations or changes to copy or content requested after the artwork is completed are billed at our standard hourly rates.

Overtime and rushed orders

Estimates are based on a reasonable time schedule and may be revised to take into consideration Customer's "Priority Scheduling" requests requiring overtime and/or weekend working. Knowledge of deadlines is essential to provide an accurate estimate. In addition, suppliers may mark up their charges in respect of work required in a hurry and these will be charged for.

Exclusion of liability

Under no circumstances whatever shall the Company be liable for losses special to the particular circumstances of the Customer, indirect or consequential loss including loss of profits, damage to property or wasted expenditure. Without prejudice to the other provisions of these conditions the Company's liability shall not exceed the total of the contract fees for the project. The fees for any project are based on the assumption that the liability of the Company and Customer are as set out herein.

Nature of copy and property belonging to others

The Customer agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. The Customer is responsible for all trademark, copyright and patent infringement clearances and is responsible for arranging, prior to publication, any necessary legal clearances, licenses, usage or royalty payments.

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Errors and omissions

It is the Customer's responsibility to check proofs carefully for accuracy in all respects including but not limited to prices, spelling, dimensions and distances. The Company is not liable for errors or omissions. The Customer's acknowledgement via email or that of his/her authorized representative is required for all proofs or artwork prior to release for printing or other implementation.

Over runs and under runs

Some printers' terms enable them to deliver over or under the quantity ordered and to charge accordingly. In such cases the Customer will accept over runs or under runs that do not exceed +/- 10% of the quantity ordered and the Company will bill for the actual quantity delivered within this tolerance.

Placement of advertising

At the Customer's request we will purchase media space or airtime which will be billed at current rates including any agency commission. The Company cannot be held liable for advertising which does not appear on a particular time/date or issue or in a particular position or break.

Property and suppliers performance

The Company will take all reasonable precautions to safeguard property entrusted to it. In the absence of negligence on its part, however, the Company is not responsible for loss, destruction or damage or unauthorized use by others of such property. The Company will use its best efforts to ensure quality and timely delivery of all artwork, printed matter and other materials. The Company will use its best efforts to guard against any loss arising from the failure of its suppliers, media, or others to perform in accordance with their commitments but the Company is not responsible for failure on their part. The Company cannot in any way be held responsible for quality, price, performance or delivery of materials made or supplied by others where the work has been placed directly by the Customer or his agents.

Lien

All materials or property belonging to the Customer, as well as work performed, may be retained as security until all just claims against the Customer are satisfied.

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Rights of ownership

Once a project has been delivered by the Company and is fully paid for by the Customer, the Company will assign the reproduction rights of the design for the use(s) described in the proposal. The rights to all design and artwork, including but not limited to photography, music and or illustration created by independent photographers, artists or illustrators commissioned by the Company, or purchased from a stock agency on behalf of the Customer, remain with the individual designer, artist, photographer or illustrator or their agents. The Customer may not use or reproduce the design, work or the property therein for a purpose other than the one(s) originally stipulated unless a transfer of rights and the payment of any additional fees has been made.

The Company reserves the right to photograph and/or distribute or publish for its promotional and marketing needs any work created, including roughs, visuals, mock-ups and presentations, as samples, Company newsletter, brochures, presentations and website and for entry for awards. The Company will endeavour to store files on computer disks for a period of 6 months beyond the delivery of a job, thereupon the Company reserves the right to discard them without notice.

Limitation

The Customer will indemnify and hold the Company harmless for any loss or expense (including legal fees), and agree to defend the Company in any actual lawsuit, claim or action arising in any way from the working relationship. This includes but is not limited to claims made against the Customer and any of its products and services arising from the publication of materials prepared by the Company and which the Customer approves before publication.

Force majeure

Production schedules, storage of files and property belonging to the Client will be established and adhered to by both Customer and the Company, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, industrial dispute or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the Customer or the Company. Where production schedules are not adhered to by the Customer, final delivery date or dates will be adjusted accordingly.

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General

The validity and enforceability of this agreement will be interpreted in accordance with the laws of England but the Company reserves the right to bring proceedings in connection with this contract in any other court of competent jurisdiction. Failure by the Company to enforce any of these conditions shall not be construed as a waiver of that condition or any other condition.