

## Terms & Conditions

The following Terms & Conditions apply to all design and associated services offered by AJ Designs. Ordering any of the services offered by AJ Designs indicates your acceptance of the following Terms and Conditions.

### Contract Commencement

The contract between AJ Designs and the client shall consist of the quotation with its specifications and these terms and conditions.

For a contract to commence, it may not be necessary to have a signature. Email or verbal communication, or any other exchange making it clear that the work specified is required to be carried out, shall constitute commencement of the contract.

AJ Designs will arrange a date with the client as to when work can commence. An anticipated finishing date will be agreed and AJ Designs will do its best to adhere to that, but cannot guarantee to do so in the light of circumstances outside its control.

AJ Designs will not be responsible for any consequential losses to the client if the deadline is not met in any jobs where a timescale has been agreed.

### Design Process

Visuals of the design will be supplied to the client, with the client able to comment on the progress and make changes as necessary. Once the design and / or other services meet the terms of the quotation with its specifications, any modifications to the design will be considered an amendment to the contract. In the absence of a maintenance agreement, the time and costs involved in making such changes will be charged to the client.

### Supply of Content by the Client

It is the responsibility of the client to inform us if there is a critical requirement to meet specific performance criteria, prior to commencement of the project. If, during the development, the client does not supply the required content in order to complete the project within the anticipated time frame, AJ Designs will invoice up to the full amount quoted. When the content is supplied there may be additional time costs involved due to the overrun of the project.

### Rights and Ownership

All services provided by AJ Designs shall be for the exclusive use of the client other than for the designer's promotional use. Upon payment of all fees, the following reproduction rights for all approved final designs created by the designer for this project shall be granted:

- *Client to gain full transferable rights to brand identity*
- *Client to gain full license to reproduce works through commercial printers*

Ownership: The client shall be entitled to full ownership of all final artwork created during the project upon full payment of the agreed fee.

## Delivery

Time for delivery is given as accurately as possible but cannot be guaranteed. The client shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated. If the client refuses or fails to take delivery of goods or services in accordance with the Contract, AJ Designs shall be entitled to immediate payment in full for the goods so tendered. AJ Designs will be entitled to store at risk of the client any goods which have been refused by the client or of which they fail to take delivery, so the client shall in addition to the quoted price pay all costs of such storage and any additional costs incurred as a result of such refusal or failure. AJ Designs shall be entitled after the expiration of 28 days from the date on which the price became payable to dispose of the goods in such manner as it may determine.

## Copyright

Any material supplied by the client and used in the construction of the project shall remain the property of the client. It will be assumed that all such material is safe to use and without fear of breach of copyright laws. The client shall indemnify AJ Designs against all and any claims arising from the use of materials of any sort provided by the client or obtained under the direction of the client from third parties such as graphic designers.

All material, such as graphics, photographs and text, will remain the property of AJ Designs until payment has been made in full. They will then become the property of the client with copyright shared between the client and AJ Designs. Should the client wish to retain exclusive copyright, this shall be arranged but the copyright of AJ Designs shall only be assigned if done so expressly and in writing to the client.

## Indemnity

The client agrees to indemnify and hold harmless the designer from any and all claims, demands, losses, causes of action, damage, lawsuits, judgements, including attorneys' fees and costs, but only to the extent caused by, arising out of, the work supplied by the designer.

## Payment Terms

Unless otherwise agreed, the client must make a down-payment of at least 50% of the total bill prior to work commencing, with the remaining balance to be paid upon completion of the project, and before original artwork is supplied to the client. The down-payment is non-refundable. Any outstanding payment will entitle AJ Designs to withhold provision of any goods or services it would otherwise be obliged to provide under the agreement. Payment is expected by cash, cheque or electronic bank transfer.

## Delayed Payment

If, after the project has commenced, subsequent invoices are not paid within 30 days, a 5% "delayed payment" fee will be charged. This initial 5% figure will be added upon each recurring 30 day period until the full amount has been received by the designer.

## Sub-Contracting

If necessary AJ Designs reserves the right to allow the use of sub-contractors or agents to work on any aspect of the design or related services, and the client hereby agrees.

### **Consequential Losses**

If for any reason whatsoever AJ Designs is unable to provide an agreed product or service in accordance with these Terms & Conditions, our liability shall be limited in its entirety to a proportional refund of any fees paid by you for the service or product.

### **Quotations**

Quotations are valid for 30 days from the date on the quotation. All quoted prices may be subject to change after this time.

### **Advice and Consultancy**

Any advice given in respect of hardware, software, programming, design, purchasing, upgrading or any other advice, suggestion, recommendation or otherwise of any product or service provided by us or by a third party is accepted by you as an opinion. Furthermore, you agree to indemnify us of all liability with regard to any decision or action performed by you that may or may not be a direct or indirect result of any contact or dealing with us.

By its nature our consultancy service and general advice is subjective. It is up to you to decide whether you follow our ideas and suggestions. It is not possible to guarantee that any of our suggested ideas and advice will increase your sales.

### **Samples**

The client shall provide the designer with samples of print design that result from the project deliverables, and shall be representative of the highest quality of work produced. The designer may use such copies and samples for publication, exhibition, or other promotional purposes. The designer shall have the right to photograph all completed designs or installations and shall have the right to use such photographs for publication, exhibition, or other promotional purposes.

### **Communication**

The designer can be reached by telephone or email from Monday to Friday between 9am and 5pm. Quotations and invoices will preferably be sent by email, and shall form a legal document just as if sent by traditional post. The design process will be undertaken by telephone, meeting in person, email, or other method as appropriate to the client's particular circumstances.

### **Cancellation and Termination**

If after project commencement client communication, whether it is face-to-face, telephone, or email, stops for a period of 90 days, the project can be cancelled, in writing by the designer, and ownership of all copyrights shall be retained by the designer. A cancellation fee for work completed shall be paid by the client, with the fee based on the stage of project completion. The fee will not exceed 100% of the total project cost.

## **Waiver and Interpretation**

Should AJ Designs waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit AJ Designs to waive the same clause on any other occasion.

These Terms and Conditions shall prevail over all Terms and Conditions or any previous course of dealing between us and you. Any variation to these Terms and Conditions shall be inapplicable unless agreed between ourselves before we commence any work on your behalf. Work, services or products are only supplied in strict accordance with these Terms and Conditions.

The provision of work, services or products by us is only undertaken on the understanding that you have read and accept these Terms and Conditions in full, and by agreeing to them your statutory rights are not affected.

No Terms or Conditions endorsed upon, delivered with or contained in the client's order, confirmation of order, specification or other document will form part of the contract simply as a result of such document being referred to in the contract. The client must ensure that the terms of its order and any applicable specification are complete and accurate.

## **Confidentiality**

If any portion of any material or information provided by the client, or if any portion of the project is confidential, the client must inform the designer in writing before the project commences.

## **Force Majeure**

Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of Government, or any other cause beyond the reasonable control of such party; provided that the party whose performance is affected by any such event gives the other party written notice thereof within 10 business days of such event or occurrence.

## **Miscellaneous**

This Agreement may be modified by AJ Designs at any time by publication through its website ([www.ajdesignsuk.com](http://www.ajdesignsuk.com)) or by sending each Client an email to the address they have supplied, except that such changes shall not affect jobs that have already been accepted.