

TERMS & CONDITIONS OF BUSINESS



A1 Creative

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A1 Creative is the sole trader name of Aaron Ireland

In these conditions “the Client” means the individual or company who commissions the services of A1 Creative “the Designer”. By commissioning the Designer to undertake work (“the project”) on their behalf, the Client agrees that these Terms and Conditions of Business define our working relationship. All projects, services or goods that the Designer may be contracted to produce or provide for the Client will be subject to the following:

PROJECT FEES

The Client may receive a quotation outlining the project specifications and estimated fee for the project, calculated either by a fixed price or by the estimated time to complete the project, based on the current hourly rate and, where appropriate, any goods and professional services commissioned by the Designer to complete the project.

Estimated fees in any quotation are an approximation and therefore not guaranteed. If it becomes evident the amount of work for a project has been substantially underestimated, the Designer will seek to provide a revised quotation for completion of the project.

Some projects might require an upfront payment of between 25% and 50% of the quoted fees. The Designer will begin work on the project upon the Client's written or oral approval of the estimated fees and cleared payment (if an upfront fee is required) or on an agreed date. This will constitute an agreement between us and of the terms and conditions in this document. The Client agrees to pay the Designer in accordance with the terms specified in each proposal, quotation or invoice.

Standard payment terms are 15 days. Estimates are valid for 30 days from the date on the estimate. Where a written estimate is not issued or necessary, the Designer will charge as per the fixed price or for time spent on the project at the current hourly rate once the Client's written or oral approval to commence work has been received.

The Designer reserves the right to charge interest on past-due balances at the statutory rate without prior agreement as is their right [under the Late Payment of Commercial Debts (Interest) Act 1998] and at any rate agreed otherwise in any contract between the Designer and the Client. The Designer reserves the right to refuse completion or delivery of work until past due balances are paid. The Client shall pay the Designer's costs, charges and expenses directly or indirectly incurred in obtaining or otherwise enforcing payment of outstanding accounts.

REVISIONS AND ALTERATIONS ON WORK

Following any initial design(s) that might be shown to the Client, final approval of the finished project artwork will be sought and a PDF proof will be submitted for author's corrections to be identified. Any required corrections will be carried out inclusive of the quoted price. After a second PDF proof, a second round of corrections (if necessary) will be carried out inclusive of the quoted price. On submission of the third PDF proof, the design will be classed as complete if the Client signs it off. Any additional corrections requested after the third PDF proof will (at the Designer's discretion) be subject to the Designer's normal hourly rate.

If the project changes to an extent that substantially alters the specifications described in the original estimate, the Designer will submit a revised proposal/estimate to the Client, and a revised additional fee must be agreed to by both parties before further work proceeds. Alterations and other changes requested after layouts or mechanicals are completed are billed at the standard hourly rate.

Where production schedules are not adhered to by the Client, final delivery dates will be adjusted accordingly.

ERRORS AND OMISSIONS

It is the Client's responsibility to check proofs carefully for accuracy in all respects, including but not limited to spelling, prices, dimensions and distances. The Designer is not liable for errors or omissions.

Any files or proofs submitted or re-submitted to a Client should always be treated 'as new' and fully checked. The nature of artwork and design files means that all elements can be connected and therefore anything can be affected by a change. Any proofs that are supplied and then signed off by the Client are expected and presumed to have been checked/read in their entirety unless the Designer specifically states otherwise.

The Client's written confirmation via email is required prior to release for printing or other implementation.

NATURE OF COPY AND PROPERTY BELONGING TO OTHERS

The Client agrees to exercise due diligence in its direction to the Designer regarding the preparation of materials and must be able to substantiate all claims and representations. The Client 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.

COMPLETED AND OUTSTANDING PROJECTS

A design project is considered complete upon receipt of the Client's final approval. Other services contracted on the Client's behalf such as advanced web development, print production, display production, and publishing might constitute a separate project and can be treated as a separate charge.

Projects that are left uncompleted by a Client for more than one month (30 days) without any reasonable progression or further instruction will be invoiced. The invoiced amount will be for the work completed thus far.

The Designer will endeavour to store files on computer disks for a period of 12 months beyond the delivery of a job. Thereupon, the Designer reserves the right to discard them without notice.

RIGHTS OF OWNERSHIP

Once a project has been delivered by the Designer and is fully paid for by the Client, reproduction rights of the design will be assigned to the Client. According to copyright law, the rights to all design and artwork, including but not limited to photography, music and/or illustration created by independent photographers or artists retained by the Designer, or purchased from a stock agency on behalf of the Client, remain with the individual designer, photographer or artist.

Master artwork, origination and/or conceptual work and any copyright subsisting therein shall remain the property of the Designer unless otherwise agreed in writing with the Client. Preliminary designs shall remain the exclusive property of the Designer.

The Designer reserves the right to photograph and/or distribute or publish for the Designer's promotional and marketing needs any work created for the Client, as samples for the Designer's portfolio, brochures, presentations or website.

WEBSITE/WORDPRESS SPECIFICS

The Designer develops and tests websites for compatibility with the current versions of Chrome and Safari – not all previous versions or every browser. If further compatibility is essential, the Designer must be advised at the outset.

The Designer can only program sites to be as secure as reasonably possible at the time of delivery and cannot offer indemnity against future threats or developments. The Designer will not be held accountable for the failure of any plugins developed by a third party but will do its utmost to rectify any issues caused by such for an agreed fee. Any content or plugins added to a Client's website, developed by the Designer, by the Client or third party on its behalf are the responsibility of the Client and the Designer has no liability for those or any further additions made by the Client or third party on its behalf.

SUPPLIER PERFORMANCE

The Designer will use their best efforts to ensure quality and timely delivery of all printed matter. Although the Designer will use their best efforts to guard against any loss arising from the failure of suppliers, media, or others to perform in accordance with their commitments, the Designer is not responsible for failure on their part. The Designer cannot in any way be held responsible for the quality, price, performance or delivery of materials made or supplied by others where the work has been placed directly by the Client or their agents.

EXCLUSION OF LIABILITY

Under no circumstances whatsoever shall the Designer be liable for losses special to the particular circumstances of the Client, indirect or consequential loss including loss of profits, damage to property or wasted expenditure. Without prejudice to the other provisions of these conditions, the Designer'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 Designer and Client are as set out herein.

LIMITATION

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

GENERAL

The validity and enforceability of this agreement will be interpreted in accordance with the laws of England. Failure by the Designer to enforce any of these conditions shall not be construed as a waiver of that condition or any other condition.

PRIVACY POLICY

The Designer adheres to the Data Protection Act 1998. The only data collected from the Client is freely given and of relevance to enable the Designer to perform their work for the Client. Advanced technologies are used to safeguard data and keep strict security standards to prevent any unauthorised access to it. The Client's details will not be passed on to any third party unless permission is given to do so, or the Designer is obliged by law to disclose it.