

## Terms and Conditions

The following document incorporates Bizgraphics' list of services, working procedures and general Terms and Conditions of business

### 1. DEFINITIONS

- **We, Us, Our** – Relating to Bizgraphics.
- **You, Your, You're** – Relating to a Customer.
- **Order, Contract, Project, Job** – Relating to agreed contract between Bizgraphics (us) and Customer (you).
- **Services** – Relating to any graphic design oriented service provided by Bizgraphics (us) outlined in the **Service Summary** section below.
- **Account Customers** – Relating to customers who have placed more than three orders with Bizgraphics (us) and **have** been awarded discretionary payment terms. (Ref: 11.1).
- **New Customers** – Relating to customers who **have not** yet placed more than three orders with Bizgraphics (us) and **have not** been awarded discretionary payment terms. (Ref: 11.2).
- **Artwork** – Relating to a computer generated design file or files.

### 2. SERVICE SUMMARY

- **We** provide a design service with the primary intention of providing **you** or a **third party** with finished production ready **artwork** for reprographic print, digital print, large format print, screen print or for any other application.
- **We** provide a web design service that includes initial offline web site design, site planning and structure, web site build and content population.
- **We** design and build static HTML brochure web sites.
- **We** produce documents for electronic delivery. (eg. pdf brochures or HTML email design).

**Note:**

**We do not** operate a print management service or provide print production.  
**We do not** provide web site server hosting or an email management service.

### 3. OUR OBLIGATION

- **We** will do our utmost to ensure that all **services** are completed to your satisfaction in line with your original brief within the agreed timescale and budget.
- **We** will do our utmost to ensure projects are presented free from error and in a suitable format for intended production or delivery method.
- For the duration of contract **we** will do our utmost to advise, update or notify you of any occurrences that may effect the final product or delivery date.

### 4. YOUR OBLIGATION

- For the duration of a contract **you** are obliged to supply, upon request from **us**, any information essential for the progression of an order within a reasonable period of time in respect to any agreed project due date(s).

**Note:**

**We** will not be held responsible or penalised for the late delivery of an order if caused by the delay of requested information as stated above.

### 5. PROOFING / ARTWORK APPROVAL

- **We** will only submit final designs to **you** or a **third party** on receipt of written approval and / or completion of supplied proofing form.
- It is **your** responsibility to ensure that all proofs are checked carefully and are correct according to your original or current brief.
- It is **your** responsibility to ensure any instruction for artwork amendments are returned to us within a reasonable time in order for changes to be made in relation to the agreed completion date.
- **We** will not be held responsible or penalised for any errors or omissions found after approval has been received by **us**. (Ref: 5.1).

### 6. ESTIMATES

- **We** will provide estimates for **services** based on information presented at enquiry.
- **We** will append / amend and re-submit an estimate should further information be presented or made available prior to acceptance of order.
- Estimates will only be held for 1 month after such time a new estimate may be submitted upon request based on the current information provided.

### 7. SERVICE RATES

- **We** charge a standard rate of £40.00 per hour for **services** listed in Section 2 of these terms and conditions.
- **We** reserve the right to change the standard rate over time, without prior notice.
- **We** reserve the right to change the standard rate, where applicable, for projects that fall outside of our general service range as listed above.
- All rate changes shall be present in associated estimates prior to order confirmation.

### 8. CONFIRMATION OF ORDERS

- **We** require order confirmation in writing either by email, post or hand.
- **We** reserve the right to append / amend, with due cause, any charges relating to an order should it change in any way from the original estimate. These charges will be billed at our standard service rate. Where applicable **we** shall advise or notify **you** of these changes prior to final invoice and only proceed upon agreement between **us** and **you**.

### 9. DEPOSITS

- **We** request that **new customers** pay a 25% deposit on all projects under and up to the order value of £100.00.
- **We** request that **new customers** pay a 50% deposit on all projects over £100.00. **We** reserve the right to increase the deposit value for larger orders. For larger deposit requests notification will be given prior to **order** agreement.
- For any given project **We** reserve the right to request a deposit from any customer (**new** or **account customer**). This request will be noted in associated estimates or other means of communication prior to order agreement.
- Should a deposit request be made by **us**, no order will proceed until **we** have received the deposit value from **you**.

### 10. PROJECT BILLING

- For most cases **we** operate time-based billing, based on **our** standard service rate. (Ref: 7.1).
- Any changes from original brief will be classed as Author's Alterations and billed at the standard service rate.
- **We** may offer fixed rate billing on certain projects upon an agreement between **you** and **us**.
- For long term projects **we** may require incremental payments.

### 11. PAYMENT TERMS

- For **account customers**, **we** require that all invoices are paid within the time period stated on invoice(s). Failure to do so may result in payment terms being suspended, amended or cancelled indefinitely.
- For **new customers**, **we** require that invoices are paid prior to the delivery of **order**.
- **We** reserve the right to add interest to overdue accounts (8% above Bank of England Base Rate).
- **We** reserve the right to suspend or withdraw **services** for any customer that is in breach of our payment terms.
- **We** reserve the right to offer discretionary payment terms to repeat customers. Factors such as prompt payment, order frequency and previous order value will be taken into consideration.
- All payments to be paid by cheque or prearranged BACS transfer on request.

### 12. CANCELLATIONS

- **We** require that notification of any order cancellations be in writing and delivered either by email, letter or hand to **us** giving one weeks notice prior to closure of contract.
- **We** reserve the right to bill for work to date and any additional costs incurred.

### 13. PROJECT RESEARCH

- **We** will estimate, at the standard rate, any time that may be required for project research, study, investigation or gathering of **order** relevant information - This includes an internet search, email or telephone enquiry, market research, reading, tutorial or any other similar task.
- **We** will bill, at the standard rate, for any time spent on project research, study, investigation or gathering of **order** relevant information - This includes an internet search, email or telephone enquiry, market research, reading, tutorial or any other similar task.

### 14. OWNERSHIP AND COPYRIGHT

- Any design, artwork, prototype or intellectual property relating to a particular project will remain **our** property until such time that the contract has been paid for. This includes any payment term period.
- Any design, artwork, prototype or intellectual property relating to a particular project is protected by copyright. This copyright is transferable once the contract has been paid for.
- Ownership and / or copyright can and will be redeemed by **us** as a result of non-payment of contract.

### 15. FORCE MAJEURE

- **We** shall not be penalised or held accountable for the non-delivery of any **contract** should the cause be deemed beyond **our** control. This includes theft of equipment, breakdown and / or repair of equipment under warranty or guarantee, long-term power shortage, extreme weather conditions, riot, act of terrorism, evacuation, arson or war.

### 16. JURISDICTION

- English law will apply, unless we agree otherwise. The courts of England and Wales will have exclusive jurisdiction to adjudicate on any dispute between **you** and **us**.