

Hi There Graphic Design Terms and Conditions

The following Terms and Conditions of Service apply to all artwork, graphic design, print and services provided by Hi There.

All design work is carried out by Hi There on the understanding that the client has agreed to abide by Hi There's terms and conditions.

Copyright of all graphic design work is retained by Hi there including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.

If multiple design concepts are submitted, only one concept is deemed to be given by Hi There as fulfilling the contract. All other artwork designs remain the property of Hi There unless agreed in writing.

Project Acceptance

At the time of proposal, Hi There will provide the customer with a written estimate or quotation by post or email as requested.

A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Hi There by email or post. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Hi There's terms and conditions. No work will commence on a project until either document has been received by Hi There.

Design Fees

Fees for design services to be provided by Hi There, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 20% of the quoted fee will be due immediately. Work on the project will not commence until Hi There has received this amount.

Payment

The client will be asked to provided artwork sign off before being issued with an Invoice prior to print/artwork/publication. At this time the remainder of the fees due will become payable. Accounts which remain outstanding for 30 days after the date of invoice, may incur an extra charge of 8% plus the Bank of England base rate per month of the outstanding amount.

Payments may be made by Bacs, or previously agreed electronic funds transfer.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Hi There shall be considered entitled to remove Hi There's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Hi There reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to Hi There for inclusion in the customer's brochure 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 Hi There on behalf of the customer, will remain the property of Hi There and/or its suppliers, in which full copyright will be passed to the client upon receipt of full payment.

By supplying images, text, or any other data to Hi There, the customer grants Hi There permission to use this material freely in the pursuit of the design and to utilise the designs in Hi There's portfolio unless agreed otherwise.

Should Hi There, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty-free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Hi There to remove and/or replace the file.

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

Licensing

Any design, copywriting, drawing, idea or code created for the customer by Hi There, 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 Hi There and any of its relevant sub-contractors.

All design work where there is a risk that another party may 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. Hi There will not be held responsible for any and all damages resulting from such claims. Hi There is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Hi There responsible for any such loss or damage. Any claim against Hi There shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to Hi There's definition of acceptable means of supplying data to the company.

Text is to be supplied to Hi There in electronic format as standard text (.txt), MS Word (.doc) on CD, USB data stick, or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by Hi There via CD, or electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and Hi There will not be held responsible for any image quality which the client later deems to be unacceptable. Hi There 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.

Design Project Duration

Any indication given by Hi There of a design project's duration is to be considered by the customer to be an estimation. Hi There cannot be held responsible for any project over-runs, whatever the cause.

Design Project Completion

Hi There considers the design project complete upon receipt of the customer's sign off. Other services such as printing, display panel production, film work, website uploading, publishing etc either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

Design Credits

The customer agrees to allow Hi There to place a small credit on printed material, exhibition displays, advertisements and/or a link to Hi There's 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 Hi There to place all designs on Hi There's own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

Rights of Refusal

Hi There will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Hi There also reserves the right to refuse to include submitted material without giving a reason. Any images and/or data that Hi There does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Hi There to remove the contravention without hindrance, or penalty. Hi There is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders will need formal notification in writing to info@hi-there.co.uk. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Hi There within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

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

Hi There 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.

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

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

Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by Hi There and validated by the customer's signature on the estimate or quotation, 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 Hi There.