

REAL DESIGN TERMS & CONDITIONS

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

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

Copyright of all graphic design work is retained by REAL DESIGN 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 REAL DESIGN as fulfilling the contract. All other artwork designs remain the property of REAL DESIGN, unless agreed in writing.

Project payment terms and project specific terms are always present on initial quote and are bespoke to individual client or project, these terms take precedent. Please refer to section on quote.

Project Acceptance

At the time of proposal, REAL DESIGN 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 REAL DESIGN 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 REAL DESIGN's terms and conditions. No work on a project will commence until either document has been received by REAL DESIGN.

Design Fees

Fees for design services to be provided by REAL DESIGN, 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 50% of the quoted fee will become immediately due on projects worth over £500.00. Work on the project will not commence until REAL DESIGN has received this amount.

Charges for Other Services

Charges for any additional services over and above the estimated design, will be made known to the client. They will become fully payable at the time of project acceptance.

Payment

The client will be asked to provide 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, cheque, or previously agreed electronic funds transfer.

Returned cheques will incur an additional fee of £50 per returned cheque. REAL DESIGN reserves the right to consider an account to be in default in the event of a returned cheque.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. REAL DESIGN shall be considered entitled to remove REAL DESIGN'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 REAL DESIGN 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 REAL DESIGN 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 REAL DESIGN on behalf of the customer, will remain the property of REAL DESIGN 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 REAL DESIGN, the customer grants REAL DESIGN permission to use this material freely in the pursuit of the design and to utilise the designs in REAL DESIGN's portfolio unless agreed otherwise.

Should REAL DESIGN, 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 REAL DESIGN to remove and/or replace the file.

The customer agrees to fully indemnify and hold REAL DESIGN 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 REAL DESIGN 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 REAL DESIGN, 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 REAL DESIGN 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. REAL DESIGN will not be held responsible for any and all damages resulting from such claims. REAL DESIGN is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold REAL DESIGN responsible for any such loss or damage. Any claim against REAL DESIGN shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to REAL DESIGN's definition of acceptable means of supplying data to the company.

Text is to be supplied to REAL DESIGN 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 REAL DESIGN via CD, or electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and REAL DESIGN will not be held responsible for any image quality which the client later deems to be unacceptable. REAL DESIGN 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 REAL DESIGN of a design project's duration is to be considered by the customer to be an estimation. REAL DESIGN cannot be held responsible for any project over-runs, whatever the cause.

Design Project Completion

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

Website Design Only

Once web design is complete, REAL DESIGN will provide the customer with the opportunity

to review the resulting work. REAL DESIGN will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to REAL DESIGN by email or post.

REAL DESIGN will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

Hosting websites

REAL DESIGN offers a limited hosting service through an out-sourced server. REAL DESIGN does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. REAL DESIGN may request that clients change the type of hosting account used if that account is deemed by REAL DESIGN to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for REAL DESIGN's hosting service are due at the commencement of any period of service and are non-refundable. Fees due to third party hosting organisations are the responsibility of the client and REAL DESIGN are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the customer / domain owner.

Duration and Renewal of Hosting Services

Unless otherwise specified, Services are provided for a minimum contract term of 12 months and unless cancelled in writing will automatically be renewed for the billing period chosen on sign up. You are entitled to cancel the Services by contacting REAL DESIGN no less than 3 months prior to the renewal date for your Services.

Design Credits

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

Rights of Refusal

REAL DESIGN 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. REAL DESIGN also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that REAL DESIGN does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow REAL DESIGN to remove the contravention without hindrance, or penalty. REAL DESIGN is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact, or email, however, following this, REAL DESIGN will need formal notification in writing to the company's postal address. 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 REAL DESIGN within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

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

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

REAL DESIGN 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. REAL DESIGN 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. REAL DESIGN 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 REAL DESIGN 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 REAL DESIGN.