

TERMS AND CONDITIONS

The following Terms and Conditions of Service apply to all artwork, graphic design, print and services provided by Lovely Type (Designer).

Acceptance of Quotation and Terms and Conditions

- The placement of an order for design and/or any other services offered by the Designer and validated by either the Client's signature on the estimate or quotation or written and timestamped electronic mail stating acceptance of the initial 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 Client and the Designer.
- All work is carried out by Lovely Type on the understanding that the Client has agreed to abide by the following terms and conditions.

Payment and fees/fines

Quotations

- Pricing estimates are made on a case by case basis, giving consideration to: the scope of the project; the timings of a project; the industry of the Client* and in some cases, the number of projects in progress.
- Quotations are valid for a period of 30 days. After this time, new rates may apply, higher than those originally quoted.
- A copy of the written estimate or quotation is to be signed and dated by the Client to indicate acceptance and should be returned to the Designer. Alternatively, the Client may send an official order in reply to the estimate or quotation which binds the Client to accept the Designer's terms and conditions. No work on a project will commence until either document has been received by Lovely Type.
- Freelance Work for companies on a regular basis will be charged at a daily rate that will be agreed in writing before the work commences.

*Preferential rates may be offered to charities and, and in some cases, small businesses and start-ups.

Payment

- Payment is preferred by bank transfer.
- Payment for projects is split into two payments as standard (50% deposit required upfront ahead of project beginning and 50% on project culmination, in order to secure delivery of the final project assets).
- In certain cases where agreed in advance and in writing, payments may be made in instalments over the duration of a project.
- The deposit is non refundable but does count towards the total sum invoiced on the project.
- Payment for work at a company or design agency may be made either in instalments that fit in with the companies current payment system, or in monthly instalments as the result of an invoice being sent by the Designer to the client at the end of each month worked.
- If a project has to be put on hold for any given reason, the project will be treated as 'dormant' until further written notice, and no further work will take place. If a project is made dormant for more than 3 months, the original price estimate may be subject to change, however this will be judged circumstantially.
- On supply of the final artwork to the Client, the remainder of the fees due will become payable. Charges will be incurred should payment be late (see Late Fines).
- Publication and/or release of work done by the Designer on behalf of the Client, may not take place before funds have cleared.
- Where indicated in the estimate, at the time of the Client's signed acceptance, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% (unless agreed otherwise) of the quoted fee will become immediately due. Work on the project will not commence until the Designer has received this deposit.
- All payment details, pricing, estimates and proposals created by Lovely Type are confidential and remain the property of Sian Osborne of Lovely Type.
- Prices as quoted on the website, in person or in estimates or proposals are final and non-negotiable unless otherwise stated in writing by Sian Osborne.
- Out of hours work is charged at a different rate card, see Out of Hours.

Out of Hours fees

- Any requests or projects that require urgent (or scheduled) out of hours work will be charged at our Out of Hours rate.
- Any requests or projects received which require work outside of the usual office hours of Monday-Friday 9am-5pm count as Out of Hours. This includes weekends and bank holidays.
- In certain situations a start time for a project between 7am and 9am may be considered 'within working hours', depending on the project and the scope of work. This will always be confirmed in writing.
- Likewise, on occasion, studio resource may be available for projects between 6pm and 8pm as part of 'working hours' – again this is considered case by case and will be confirmed in writing.

Late fines

- Payments are expected in full within 14 working days of issuing an invoice or invoice reminder (at the culmination of projects).
- This may be extended to 30 days if agreed in writing by Sian Osborne, and at her discretion.
- Any payments that are made later than the 30 day period incur a standard 8% interest rate, plus the Bank of England base rate for business to business transactions (currently 0.5%).

Additional Work

- In the case that the Client brief is changed or further changes/options are requested by the Client after a written approval has been made, work is considered 'Additional Work'
- Lovely Type holds no responsibility for any amendments made by any third party, before or after a design is published.
- Additional work will be charged as a separate fee, at the hourly rate of the Designer, which is £15 an hour.
- As with main project estimates, costs for additional work will be presented in advance of any additional work taking place.
- Costs for additional work will be estimated case by case, based on the scope of work to be done, additional resources required, timings for project and overall project size and progress.

Cancellation

- Cancellation of orders may be made by telephone contact, or e-mail.
- Should a project be cancelled by the Client before completion, the Client must pay in full within 14 days for any work that is either in progress or completed.
- By paying the deposit for a project with Lovely Type you are agreeing to these terms and conditions. These terms & conditions may be updated from time to time without prior notice. Lovely Type is a working name for Sian Osborne, who is set up as a sole trader.

Service

- All new requests received via the website contact form are responded to within 7 days.
- All new requests via email are responded to within 7 days. If you do not hear from us in this time and want to ensure your message has been received, please feel free to contact us.
- For active projects, we are available for you to contact us via email or phone Monday-Friday, 9am-5pm.
- You will be asked for approval at several stages in the design process. All approvals must be made in writing, ideally in email.
- In the case that Client approvals cannot be made in writing, the Designer will formalise in person, phone conversation or Text message/Skype approvals in writing in an email to you, the Client. It is understood that the Client accepts this approval unless otherwise notified in writing within 24 hours of receipt of this email.
- The Client takes responsibility for considering the project options and giving approval.
- Changes in opinion or to the project after the above sign off has been accepted is treated as 'Additional Work' and will incur further fees. (See Additional Work).
- Completed projects are approved in writing and full deliverables are passed over to the Client.
- Any further amends or work required in addition to the closed project will be treated as Additional work, and charged at the standard rate card, depending on the scope and timings of the amends or new project.
- Completed projects assets are supplied via email after project completion. It is the Client's own responsibility to download all relevant assets to their own system.

Copyright

- Copyright of all design work is retained by the Designer including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.
- If multiple designs are submitted, only one concept is deemed to be given by the Designer as fulfilling the contract. All other artwork designs remain the property of the Designer, unless agreed in writing.
- By supplying text, images and other data to the Designer for inclusion in the Client's brochure or other medium, the Client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the Client, or rightful copyright or trademark owner.
- Any artwork, images, or text supplied and/or designed by the Designer on behalf of the Client, will remain the property of the Designer and/or it's suppliers, excluding Logo design in which full copyright will be passed to the Client upon receipt of full payment (unless stated otherwise).
- Original design files are not provided as standards (except in the case of logo design files). Original design files can be requested, but provision will incur a charge for loss of earnings.
- The Client may request in writing from the Designer, the necessary permission to use materials (for which the Designer holds the copyright) in forms other than for which it was originally supplied, and the Designer may, at their discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.
- By supplying images, text, or any other data to the Designer, the Client grants the Designer permission to use this material freely in the pursuit of the design and to utilise the designs in the Designer's portfolio unless agreed otherwise. No credit will be given for any images supplied by the Client in any portfolios including print and online.
- Should the Designer, or the Client supply an image, text 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 Client will agree to allow the Designer to remove and/or replace the file.
- The Client agrees to fully indemnify and hold the Designer free from harm in any and all claims resulting from the Client not having obtained all the required copyright, and/or any other necessary permissions.

Licensing

- Any design, copywriting, drawing, idea or code created for the Client by the Designer, or any of it's contractors, is licensed for use by the Client and may not be modified, re-used, or re-distributed in any way or form without the express written consent of the Designer and any of it's 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. The Designer will not be held responsible for any and all damages resulting from such claims.

- The Designer is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The Client agrees not to hold the Designer responsible for any such loss or damage.
- Any claim against the Designer shall be limited to the relevant fee(s) paid by the Client.

Data Formats

- The Client agrees to the Designer's definition of acceptable means of supplying data to the company.
- Text is to be supplied to the Designer in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, memory stick or via e-mail.
- Images which are supplied in an electronic format, are to be provided in a format as prescribed by the Designer via CD-ROM, memory stick or electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and the Designer will not be held responsible for any image quality which the Client later deems to be unacceptable.
- The Designer 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 the Designer of a design project's duration is to be considered by the Client to be an estimation.
- The Designer cannot be held responsible for any project over-runs, whatever the cause.
- Estimated project duration should be deemed to be from the date that cleared funds of the deposit are received by the Designer.

Design Project Completion

- The Designer considers the design project complete upon receipt of the Client's sign off. The Designer is not responsible for proof-reading. Any text errors are the Client's responsibility.
- Any changes to text will be treated as Additional Work.
- Other services such as printing, display panel production, filmwork, website uploading, publishing etc contracted on the Client's behalf constitute a separate project and will be treated as a separate charge.
- Sign off may either be given in a formal sign-off document or by a mutual agreement between Client and Designer either verbally or via electronic mail.

Design Credits

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

Rights of Refusal

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

Disclaimer

- The Designer makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. The Designer will not be held responsible for any and all damages resulting from products and/or services it supplies.
- 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 Client agrees not to hold the Designer responsible for any such loss or damage. Any claim against the Designer shall be limited to the relevant fee(s) paid by the Client.
- The Designer is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause.
- The Designer 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. The Designer will not knowingly perform any actions to contravene these and the Client also agrees to be so bound.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. The Designer reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

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