



General

'Promo' and 'Promo Design' are the trading names used by John Amy.

These Conditions shall be deemed to be incorporated in all contracts of Promo Design to sell goods and services and in the case of any inconsistency with any order or form of contract sent by the purchaser to Promo Design whatever may be their respective dates the provision of these Conditions shall prevail unless expressly varied in writing and signed by John Amy on behalf of Promo Design.

Promo Design retains the right to display any client projects in their portfolios, on their website, or on promotional materials, for the purpose of advertising and marketing our products and services both online and offline. In the case where projects contain any sensitive or confidential information, Promo Design will ask the permission of the client to display the content of a finished project. No content containing such information will be used for any promotional activity by Promo Design, unless such permission is obtained.

Intellectual Property

All work carried out by Promo Design remains the property of Promo Design unless a prior agreement in writing is established.

Any proof(s) sent to the client, remain the sole property of Promo Design, and cannot be used in any other way than to review the content. Proofs are strictly the copyright of Promo Design. Any attempts to reproduce the content of these by the client, or a third party is in breach of the copyright, and will result in action being taken against them.

Whether copyright is passed to a client or not, any previous concept and development work or artwork elements including papers, disks and digital files will remain the sole property of Promo Design.

Any photographic and/or digital illustrations/images supplied to Promo Design by a client must have the authorisation of the photographer or illustrator. It will

be presumed that this authorisation has been obtained. If copyright infringement occurs, it will be the responsibility of the client. For royalty free, rights managed or other digital rights for images that require purchase by Promo Design, on the clients behalf for a project, payment for these will be additional to the agreed cost of a project. Where models, children or any person are shown in photographic images to be used for business purposes, the client must obtain a model release form, written confirmation, or email confirmation from each person shown. The laws on intellectual property are strict and breach of these can lead to prosecution. It is a clients responsibility to obtain the correct authorisation. It will be presumed that permission has been granted so any breach will be the client's responsibility.

Where images are to be used for saleable goods, to be sold on by a client (including web image downloads), extended image licenses must be purchased prior to production or sale of these goods.

For printed materials such as brochures/ flyers there is a maximum of 500,000 copies that can be distributed. If a larger amount is required, the extended image license must be paid for.

Colour Reproduction

Promo Design shall make every effort to obtain the best possible colour reproduction of the Client's work. The client must be aware that screen colours or low quality digital print-outs do not adequately represent the final print output.

The Client must:

- ensure that colour photograph(s) that are submitted are suitable for the work in hand as Promo Design cannot accept any liability for unsatisfactory results caused by unsuitable or inferior photographic originals;

- order a lithographic colour proof, in writing, when placing a print order if the Client requires colour reproduction to a specific standard;
- inform Promo Design in writing if the Client wishes to check the colour reproduction prior to printing.

Estimates and Orders

Estimates that Promo Design supply are not offers to enter into legally binding contracts, but merely indications of the price that Promo Design would charge to undertake a particular type of work.

Promo Design shall:

- if requested provide the Client with an estimate of the price to be charged for a particular order;
- provide such estimates based on their current costs of production;
- try to ensure that any estimate is valid for 28 days, although Promo Design may amend any estimate if it is necessary to do so.

It is the Client's sole responsibility to:

- request an estimate before placing an order and to eliminate any doubts they may have over the accuracy of any price before placing an order (including any prices printed in any literature or published electronically).

Notwithstanding that Promo Design may have given a detailed quotation, no order shall be binding on Promo Design unless and until it has been accepted in writing by Promo Design.

Payment

All work undertaken by Promo Design require a 50% deposit, to be paid to us prior to any work commencing unless a regular client.

Once the final design has been agreed upon, the remaining balance must be paid in full, before final artwork is passed to the client, unless other terms have been agreed by prior arrangement. Similarly, websites will not be made accessible until outstanding bills have been paid.

Payment for other terms agreed are due in full, seven days from invoice date unless arranged otherwise. This is clearly stated on the invoice. You are required to pay for our time, and any prices

quoted and agreed need to be paid for regardless of whether they are used by the client or not. Promo Design operates a minimum artwork fee of £30 for any project.

Hosting and domain charges

If Promo Design purchases domain names and hosting on behalf of a client these will be added to the invoice and will be affected by the same terms and conditions. The domain name and hosting will be registered to the client so that the client has full ownership.

Printing and Signage

For print or signage, the full amount must be paid prior to production. Promo Design are happy to recommend print suppliers and obtain quotations on a Client's behalf (free of charge). Promo Design typically obtain quotes from three regular suppliers to get the best possible price for their clients. Print purchases are billed direct by the Printer (to the Client) following delivery.

Promo Design will advise the Client with regard to the suppliers who will be submitting invoices, and will confirm their prices in writing. A small print handling charge will be added to the bill. No work will be carried out unless it has been paid for.

Payment Methods

Promo Design accepts payment by cash, cheque, and bank transfer. Please note that payments made via bank transfer need to have a clear and identifiable reference code included for payment tracking. This is usually your business name. Please instruct your bank to add this reference. You must also call or email Promo Design to confirm that the transfer has been requested, provide us with the reference code, and also provide the date the funds will clear for our tracking purposes.

Cheques

All cheques must be made payable to John Amy and clear before any creative work is carried out, products are ordered, or final artwork and/or goods are passed to the client.

Bank Transfer (BACS)

NatWest Bank

Account Name: John Amy

Sort Code: 60-40-04

Account No: 01234064

Please email to let us know transfer date for our records.

Cancellation of Orders

If the Client cancels an order after Promo Design have commenced work on it, the Client shall be charged the full order value or such lower amount as Promo Design may (in their sole discretion) determine.

Overdue Payments and Administration Charges

Overdue accounts will incur a £30 administration charge on production of overdue invoice and accompanying letter. This will be sent if you fail to contact Promo Design about your account, the day after the account is due. Subsequent £20 charges will be added to any further correspondence relating to your overdue account. After the final demand requiring payment within 7 days recovery action will continue on your account and ultimately your account will be sent to an External Debt Collection Agent.

General Working Practice

Any work undertaken by Promo Design will require confirmation from the client. This confirmation can be sent in writing or by email.

Approval/authorisation sent by email is a legally binding contract. During any project there are stages in the process that will require confirmation, such as the signing off of a proof, instructions to process with any printing/production, the approval of a set of photographic images etc. Without such confirmation no further steps will be taken. These steps are in place for the protection of both Promo Design and the client.

Clients should appoint, if possible, one person to be responsible for any decision making required.

Errors made by this point of contact or any other employee are the responsibility of the client, and amends to these errors will incur additional charges.

Once authorisation has been received at any stage in a project, any additional changes/amends requested will incur additional costs. These costs will be calculated and given to the client before additional work is carried out, these additional costs must be paid for in full, at the end of a project. The balance is due prior to final artwork/goods being passed to the client.

Insolvency of Customer

Without prejudice to other remedies, Promo Design shall have the right not to proceed further with an order and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Client if:

- the Client ceases to pay their debt in the ordinary course of business or cannot pay their debts as they become due; or
- being a company, the Client is deemed to be unable to pay their debts, or have an administration order or a winding-up petition issued against them; or
- being an individual, partnership or unincorporated body, the Client commits an act of bankruptcy or has a bankruptcy petition against them. This charge shall be an immediate debt due to Promo Design. Any concessions made or latitude allowed by Promo Design to the purchaser shall not affect the strict rights of Promo Design under the contract. If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the contract the other Conditions shall continue in full force and effect.

The contract shall in all respects be governed by English law and shall be deemed to have been made in England and the purchaser and Promo Design agree to submit to non-exclusive jurisdiction of the English courts.

www.promo-design.co.uk

Effective Design for Print and the Web

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