

## **Sarah Morley Design - Terms and Conditions**

The following Terms and Conditions of Service apply to all artwork, graphic design and services provided by Sarah Morley Design. All design work is carried out by Sarah Morley Design on the understanding that the client has agreed to abide by Sarah Morley Design's terms and conditions. Copyright of all graphic design work is retained by Sarah Morley Design including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until Sarah Morley Design has fulfilled the contract. All other artwork designs remain the property of Sarah Morley Design, unless agreed in writing.

### **Project Acceptance**

Following any requests for design work, you will be sent a quotation with a breakdown of the project work. A confirmation email stating that you accept the terms of the quotation is required before any work can commence. All prices quoted are for design work only and do not include for any print or postal charges.

### **Turnaround Time**

Typically my client wait time is 3-5 days (less on smaller graphic projects – more on larger projects such as brochure design). After the quotation has been agreed by the client, the work will be scheduled in and you will be notified of an approximate finish date.

### **Rush Jobs**

If you are in a rush or have an urgent project which needs a quick turnaround then I can offer you a "Rush Rate." Your project would be moved to the front of the line and finished to the agreed timescales. All rush jobs will be charged out at an additional 50% of the total agreed quotation. So if the work was originally quoted at £100, with the "Rush Rate" the new total would be £150.

### **Design Process**

Before a project begins all the relevant information must be forwarded to me, this should include any final copy, images, logos etc. where possible I would request that you email a detailed brief for your project along with any specific requests before the design process begins. I do not supply copy and all copy emailed to me for inclusion in a design project is solely the responsibility of the client and therefore I am not liable for any spelling or grammatical errors which may come to light after completion of the project. For logo design I will ask you to complete a more detailed questionnaire about your new business to give me more of an insight and feel for your business. If you are a start-up business I would request a 1-2-1 meeting before any design work takes place.

### **Revisions**

All revisions are charged out at £35 per hour, unless agreed otherwise. If the final artwork has been accepted and signed off and you spot something that needs to be changed or fixed, you will be issued with a new quotation. Be sure to proof read everything before giving the go ahead to finalise the design. 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 Sarah Morley Design holds no responsibility for any amendments made by any third party, before or after a design is published.

### **Communication**

We use email as our main means of communication. We like to use email correspondence as a reference when we are able to begin working on a project. This helps us to keep things in order and to keep track of project details and answers to the many questions that we usually have for clients. All emails will receive a response on the same day unless the office is closed due to annual leave. If the office is closed an "Out of Office" message will let you know when the office will reopen and who to contact in an emergency.

### **Copyright and Trademarks**

By supplying text, images and other data to Sarah Morley 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 Sarah Morley Design on behalf of the customer, will remain the property of Sarah Morley Design and/or its suppliers, excluding logo design in which full copyright will be given to the client upon the receipt of full payment. The customer may request in writing from Sarah Morley Design, the necessary permission to use materials (for which Sarah Morley Design holds the copyright) in forms other than for which it was originally supplied, and Sarah Morley Design may, at its 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. Sarah Morley Design reserves the right to charge fees for additional usage. By supplying images, text, or any other data to Sarah Morley Design, the customer grants Sarah Morley Design permission to use this material freely in the pursuit of the design and to utilise the designs in Sarah Morley Design's portfolio unless agreed otherwise.

Should Sarah Morley Design, or the customer supply an image, text or any other file for use in website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright/royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Sarah Morley Design to remove and/or replace the file. The customer agrees to fully indemnify and hold Sarah Morley 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.

### **Licensing**

Any design, copywriting, drawing or ideas created for the customer by Sarah Morley 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 Sarah Morley 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. Sarah Morley Design will not be held responsible for any and all damages resulting from such claims. Sarah Morley 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 Sarah Morley Design responsible for any such loss or damage. Any claim against Sarah Morley Design shall be limited to the relevant fee(s) paid by the customer.

### **Data Formats**

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

### **Rights of Refusal**

Sarah Morley 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.

### **Cancellation**

Cancellation of orders may be made by email. The client will be invoiced for any work to date and payment will be required within 7 days of the invoice date.

### **Payment**

All work is invoiced out when the project has been finalised and is payable 7 days from the invoice date. Accounts which remain outstanding for 30 days after the date of the invoice will incur an extra charge of 2% per month of the outstanding amount. Payments can be made by BACS, Cash or Cheque. For overseas customers a PayPal invoice will be sent to you.