

Paul Michael Wilson

Graphic Designer

Terms & Conditions
of Service v7

w: www.designbypmw.com

1. Payment

All invoices are payable within 30 days of receipt. A £40 service charge is payable on all overdue balances after the 30 day period and for reissuing each invoice at 45, 60 and 90 days from the date of original invoice. Final payment is due within 30 days prior to publication and/or delivery of a website design project. Non-payment may result in the removal of the website. The grant of any license or right of copyright is conditioned on receipt of full payment. Payment must be in the Designer's currency of British Pounds Sterling.

The Client may be asked to supply all payments pro-forma.

2. Default in Payment

The Client shall assume responsibility for cost outlays by the Designer in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

3. Quotations

The fees and expenses shown are minimum estimates only unless an hourly fee has been agreed upon. Final fees and expenses shall be shown when invoice is rendered. The fees and expenses shown are minimum estimates only unless the quote and/or invoice is clearly marked Firm Quote.

4. Changes

The Client must assume that all additions, alterations, changes in content, layout or process changes requested by the customer, including additional work not outlined in the original brief, will alter the time and cost.

Minor alterations to existing or already completed projects are subject to a minimum alteration fee of £15.

5. Expenses

The Client shall reimburse the Designer for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, and shall advance the Designer for payment of said expenses, including but not limited to Stock Photography, Artwork, and or material needed for the project.

6. Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, and expenses already incurred, shall be paid by the Client. Cancellation fee is based on the hours submitted, if the project is on an hourly basis or a percentage based on the time estimate for the entire job. A 100% cancellation fee is due once the project has been finished, whether delivered to the client or not. If the project is on an hourly basis the and project is canceled by the client, the client agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation plus a flat fee of £125 or 50% of the remaining hours that were expected to be completed on the project, whichever is greater.

7. Ownership and Return of Artwork

Upon successful payment in full for the agreed artwork the copyright ownership passes to the Client. The Designer, however, reserves the right to display any (non-sensitive) artwork in his/her portfolio, along with any unused or preliminary ideas. Final files will be released upon full payment of the invoice.

8. Credit Lines

The Designer and any other creators shall receive a credit line with any editorial usage.

9. Releases

The Client shall indemnify the Designer against all claims and expenses, including attorney's fees, due to the uses for which no release was requested in writing or for uses that exceed authority granted by a release.

10. Code of Fair Practice

The Designer warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned form third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Designer has full authority to make this agreement; and that the work prepared by the Designer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Designer's product that may infringe on the rights of others. Client expressly agrees that it will hold the Designer harmless for all liability caused by the Client's use of the Designer's product to the extent such use infringes on the rights of others.

11. Limitation of Liability

Client agrees that it shall not hold the Designer or his/her agents or employees liable for any incidental or consequential damages that arise from the Designer's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused intentional or negligent acts or omissions of the Designer or Client, any client representatives or employees, or a third party.

12. Acceptance of Terms

The action of the sending and receipt of this agreement via electronic method will hold both parties in acceptance of these terms. The Designer as sender and the Client as recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance or acceptance is acknowledged at the beginning of any work on said project and subsequent projects thereafter.

Electronic signatures shall be considered legal and binding.