

## TERMS & CONDITIONS OF BUSINESS

**Price Variation:** Quotations are based on current costs of production and market rates relating to paper and similar materials. All quotations for print will remain unaltered for at least 30 days from date of issue. Any alterations to quotations for design will be notified and agreed in advance of undertaking any additional work.

**Checking Proofs:** Proofs of all work will be submitted for client's approval. Approval of artwork by a client indicates that no further alterations, additions, or amendments are required to the artwork submitted. No liability will be accepted for any errors or omissions not corrected by the person responsible for approving and proofing artwork. In situations where there is no client representative available to approve a final proof, for the sake of timely product delivery, all possible care and attention will be exercised to ensure artwork is produced correctly, but no liability for any errors or omissions so caused will be accepted. Similarly, if no client representative is available to check final proofs, the right is reserved to suspend production without liability until such time as those proofs can be checked. **The client should ensure that all details included in artwork conforms to any statutory requirements which may be applicable.**

**Delivery:** No liability will be accepted in respect of any error or variation of quality howsoever caused if the product is not checked by the client or his agent immediately upon delivery. Efforts will be made to correct any unacceptable product provided notification is made in writing prior to any subsequent production cycle. On acceptance of the product the client indemnifies the designer from any cost incurred to him or any third party resulting from the product supplied and takes full responsibility for any errors or variation in quality of any subsequent product.

**Payment:** Payment terms are 14 days from issue of an invoice. All prices are subject to VAT at the prevailing rate unless zero rated. An invoice will be rendered upon completion of final artwork unless stated otherwise. Any abortive costs will be charged at 50% of the agreed lump sum fee unless stated otherwise. Any accounts not paid by the due date may incur an interest charge of 1% above Bank of England base rate until the account is paid in full. Any work undertaken which remains in draft with no further instructions for a period extending 6 months will be invoiced based on an hourly rate as noted in the contact report and based on time expended.

**Copyright issues:** Clients commissioning graphic design, photography, web design and print work shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs, text, quotations, etc. The client agrees to accept responsibility for any claim arising from any breach of this condition. All work produced by the designer will be subject to copyright.

**Links to websites:** Clients commissioning the design and production of a website and requesting links to websites of third parties should obtain approval in writing from any third parties prior to requesting a link. By instructing a link to a third party website, the client agrees to accept responsibility for any claim arising from illegally linking to a third party website. It should be noted that unless instructed otherwise, a link may be made to/from [www.ponwaye.co.uk](http://www.ponwaye.co.uk) and the clients website.

**Client's Property:** Client's property, supplied shall, while in the possession of the designer or in transit to or from the client be deemed to be at the client's risk and should be insured accordingly. Whilst every care is taken, responsibility for the loss or damage to artwork, photographs, transparencies, etc and any liability shall be limited to the replacement cost of the basic material only.

**Client Insolvency:** If the client ceases to pay his debts in the ordinary course of his business or if payment is unreasonably withheld, the designer reserves the right not to proceed further with the contract or any other work for the client and shall be entitled to charge for work carried out whether completed or not and all costs incurred associated with the contract, such charge shall be an immediate debt due.

**Force Majeure:** No liability can be accepted if the designer is unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Acts of God, legislation, war, fire, flood, drought, failure of power supply, lockout, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.