



# TERMS AND CONDITIONS

The following Terms and Conditions of Service apply to all artwork, graphic design, print and services provided by Lynds Design House including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.

Copyright of all graphic design work is retained by Lynds Design House including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.

If multiple design concepts are submitted, only one concept is deemed to be given by Lynds Design House as fulfilling the contract. All other artwork designs remain the property of Lynds Design House, unless agreed in writing.

## Project Acceptance

At the time of proposal, Lynds Design House will provide the customer with a written estimate or quotation by post or email as requested.

A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Lynds Design House by email or post. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Lynds Design House's terms and conditions. No work on a project will commence until either document has been received by Lynds Design House.

## Design Fees

Fees for design services to be provided by Lynds Design House, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed or written acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due on all projects. Work on the project will not commence until Lynds Design House has received this deposit.

## Charges for Other Services

Charges for any additional services over and above the estimated design, will be made known to the client. They will become fully payable at the time of project acceptance.

## Payment

The client will be asked to provide artwork sign off before being issued with an Invoice prior to print/artwork/publication. At this time the remainder of the fees due will become payable. Accounts which remain outstanding for 30 days after the date of invoice, may incur an extra charge of 8% plus the Bank of England base rate per month of the outstanding amount. Payments may be made by Bacs, cheque, or previously agreed electronic funds transfer.

## Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Lynds Design House shall be considered entitled to remove Lynds Design House's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Lynds Design House reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

## Copyrights and Trademarks

By supplying text, images and other data to Lynds Design House 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 Lynds Design House on behalf of the customer, will remain the property of Lynds Design House and/or its suppliers, in which full copyright will be passed to the client upon receipt of full payment.

By supplying images, text, or any other data to Lynds Design House, the customer grants Lynds Design House permission to use this material freely in the pursuit of the design and to

utilise the designs in Lynds Design House's portfolio unless agreed otherwise.

Should Lynds Design House, or the customer supply an image, text, audio clip 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 customer will agree to allow Lynds Design House to remove and/or replace the file.

The customer agrees to fully indemnify and hold Lynds Design House 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.

## Alterations

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 Lynds Design House holds no responsibility for any amendments made by any third party, before or after a design is published.

## Licensing

Any design, copywriting, drawing or idea created for the customer by Lynds Design House, 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 Lynds Design House 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. Lynds Design House will not be held responsible for any and all damages resulting from such claims. Lynds Design House is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Lynds Design House responsible for any such loss or damage. Any claim against Lynds Design House shall be limited to the relevant fee(s) paid by the customer.

## Data Formats

The client agrees to Lynds Design House's definition of acceptable means of supplying data to the company. Text is to be supplied to Lynds Design House in electronic format as standard text (.txt), MS Word (.doc) on USB data stick, or via e-mail. Images which are supplied in an electronic format, are to be provided in a format as prescribed by Lynds Design House via CD, or electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and Lynds Design House will not be held responsible for any image quality which the client later deems to be unacceptable. Lynds Design House 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 Lynds Design House of a design project's duration is to be considered by the customer to be an estimation. Lynds Design House cannot be held responsible for any project over-runs, whatever the cause.

## Design Project Completion

Lynds Design House considers the design project complete upon receipt of the customer's sign off. Other services such as printing, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

## Website Design Only

Once web design is complete, Lynds Design House will provide the customer with the opportunity to review the resulting work. Lynds Design House will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Lynds Design House by email or post.

Lynds Design House will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

## Hosting websites

Lynds Design House offers a limited hosting service through an out-sourced server. Lynds Design House does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Lynds Design House may request that clients change the type of hosting account used if that account is deemed by Lynds Design House to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for Lynds Design House's hosting service are due at the commencement of any period of service and are non-refundable. Fees due to third party hosting organisations are the responsibility of the client and Lynds Design House are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the customer / domain owner.

## Design Credits

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

## Cancellation

Cancellation of orders may be made initially by telephone contact, or email, however, following this, Lynds Design House will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Lynds Design House within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

## Disclaimer

Lynds Design House makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Lynds Design House will not be held responsible for any and all damages resulting from products and/or services it supplies. Lynds Design House is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. 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 customer agrees not to hold Lynds Design House responsible for any such loss or damage. Any claim against Lynds Design House shall be limited to the relevant fee(s) paid by the customer.

Lynds Design House 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. Lynds Design House will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Lynds Design House and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Lynds Design House recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

## General

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

## Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by Lynds Design House and validated by the customer's signature on the 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 signatory and Lynds Design House.