

Terms and Conditions

Last Updated 22.03.2023

1. Definitions

1.1 The following Terms and Conditions document is a legal agreement between Jack Richardson Architecture Ltd., hereafter “**the Designer**”, and “**the Client**” for the purposes of graphic design. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

The Designer is an architectural technician, architectural designer & draughtsperson, 3D modelmaker & graphic designer.

2. Acceptance of Work

2.1 All quotations are valid for 30 days from date of issue.

2.2 When the Client places an order to purchase any graphic related work, the order represents an offer to the Designer to create a design. Client’s written confirmation in an email, letter or a signature signed within the quotation agreement contract, are all evidence of entering a contract prior to invoicing. The invoice equals acceptance by the Designer (or third-party supplier) of the Client’s offer to purchase services from the Designer and this acceptance of work is a valid contract between Client and Designer regardless of whether the Client receives the invoice.

2.3 Any other services on the order that have not been included in the quotation/invoice do not form part of the contract. The Client agrees to check that the details of the quotation/invoice are correct and should print and keep a copy for their records.

2.4 The Designer is liable to withdraw from contract at any time prior to acceptance.

2.5 Additional work requested by the Client that is not specified in the agreed quotation or changes will be subject to an additional quotation/invoice by the Designer upon receipt of specification. If the work is needed as part of an existing project, then timescale and overall delivery time of the project will be affected, and the Designer will notify the Client of an extension of timescale.

2.6 If a set of design criteria is included within the quotation, the Designer is responsible for fulfilling the design criteria as the sole criteria for completion of the contract.

2.7 The Designer reserves the right to employ hardware or software of its choosing to produce the design commissioned by the client. The Client agrees that any requests relating to hardware or software outside of those chosen by the Designer will be deemed additional work, and will be subject to an additional quotation.

2.8 The Client agrees to provide any necessary information/ content required by the Designer in good time to enable the Designer to complete a design as part of an agreed project.

2.9 The Client cannot terminate a contract until they have made full payment up to the end of the current agreed stage of the project.

3. Permission and Copyright

3.1 Copyright of the completed designs and images created by the Designer for the project shall be transferred to the Client upon final payment. Without payment, ownership of design remains with the Designer.

3.2 These terms of use grant a non-exclusive limited license which permits the Client to use the design for the company specified. The Client is not permitted to use a design for more than one company without prior written agreement between the Client and the Designer.

3.3 The Client agrees that resale or distribution of the completed files is forbidden unless prior written agreement is made between the Client and the Designer.

3.4 The Client hereby agrees that all media and content made available to the Designer for use in the project are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend the Designer from any claim or suit that may arise as a result of using any supplied media and content.

3.5 The Client agrees to include a designer credit in any publication featuring the produced designs.

3.6 The Client agrees that the Designer reserves the right to include any work done for the Client in the Designer's portfolio of work.

4. Material

4.1 The Designer reserves the right to refuse to handle:

- Any media that is unlawful or inappropriate
- Any media that constitutes harassment, racism, violence, obscenity, harmful intent or spamming.
- Any media that constitutes a criminal offence, or infringes privacy or copyright.

5. Projects

5.1 During a design project it is important that the Client communicates all necessary information to the Designer to achieve the required result at time of Quotation.

5.2 All alterations henceforth are to be requested in writing by email by the Client, and agreed by the Designer.

5.3 Upon completion of a project, the Client is asked to confirm in writing by email that the final design and the resolution is signed off as complete, and to agree that any further design alterations are chargeable.

5.4 The Designer will provide an appropriate 'Design Time Allocation' to the Client at time of quotation, within which any amendments can be requested by the Client and fulfilled by the Designer. After the 'Design Time Allocation' has passed, the Designer reserves the right to advise the Client of such and send a separate quotation to the Client and to request payment for any further alterations. The Designer reserves the right to request payment be received for further alterations before carrying out additional work.

5.5 If the Client requests alterations to designs that have already been completed, or new images other than that specified in the original quotation, the Designer reserves the right to quote separately for these alterations.

5.6 The Designer reserves the right to assign sub-contractors in whole or as part of a project as they deem necessary.

5.7 The Designer will keep a copy of the design source files following the completion of a project as they deem necessary. However, the Client agrees that it is their responsibility to keep backups of the source files made by themselves. In the event of loss of design material or source files by the Client, the Designer will endeavour to provide necessary back ups. Any cost incurred by the Designer in retrieving files will be borne by the Client.

5.8 All communications between Designer and Client shall be by telephone or email, except where agreed at the Designer's discretion.

5.9 For any project, the Client agrees to allow the Designer a minimum of 4 weeks for the delivery of any project even though delivery may be earlier than this.

5.10 If the project exceeds 8 weeks after the agreed Design Time Allocation of the project, and the client is responsible for the delay, the Designer reserves the right to request full payment, regardless of whether the job has been completed or not.

5.11 The Client agrees to check all content for print material, prior to going to print. The files will only be sent to print when approval has been received by email as a notice of evidence. The Designer cannot be held responsible for any errors to content if it has already been approved and granted to go to the printers as it is an irreversible procedure once the printers process the files.

5.12 The Designer holds the rights and ownership of each Phase of the project until the amount has been paid for each part of the work.

6. Payment Terms

6.1 Prices are subject to change without notice.

6.2 All prices quoted are inclusive of VAT.

6.3 All invoices must be paid in full within one calendar month of the invoice date, unless otherwise agreed at the Designer's own discretion.

6.4 The Designer reserves the right to decline further work on a project if there are invoices outstanding with the Client after one calendar month of issue to the Client.

6.5 If final payment is not received within one calendar month following completion of the project, the Designer reserves the right to apply an additional 10% charge on to the outstanding balance for every month beyond the one-month window. A final reminder of outstanding balance will be issued to the Client no less than 3 working days prior to the expiration of the one-month window, and a warning of any charges to be applied due late payment.

6.6 Any project that involves print material must be paid prior to print, to cover cost of print with external company.

7. Liability and Warranty Disclaimer

7.1 The Designer provides their final design on an 'as is' basis and makes no warranties with regard to future accuracy of the design, or fitness for future use.

7.2 The Designer endeavours to provide a design within given delivery time scales to the best of its ability. However, the Client agrees that the Designer is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery time scale.

7.3 The Client agrees that the Designer is not liable for any failure to carry out services for reasons beyond its control, including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

7.4 The Designer is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, or potential savings, relating to use of the Designer's work.

7.5 On handover of files from Designer to Client, the Client shall assume entire responsibility in ensuring that all files open correctly and are fit for purpose.

7.6 Whilst every effort is made to make sure designs are error free, the Designer cannot guarantee that a design is error free. If, after formal completion of the project, errors are found with the project, the Designer

agrees to correct these errors for the Client free of charge for a period of 6 months, from completion of the project. After the 6-month period, the Designer reserves the right to quote separately for any work involved in correcting tan error.

7.7 Should the Client go into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, the Designer reserves the right to cancel forthwith any projects and invoice the Client for any work completed.

7.8 The Designer shall have no liability to the Client or any third parties for any damages, including but not limited to claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising from the use of design material, even if the Designer has been advised of the possibility of such damages.

7.9 Penalties may be incurred as a result of unlawful use of design material. The Client agrees that it is their responsibility to comply with any applicable laws and will hold harmless, protect, and defend the Designer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's use of the design material.

8. Indemnification

8.1 The Client agrees to use all Designer services and facilities at their own risk and agrees to defend, indemnify, save and hold the Designer harmless from any and all demands, liabilities, costs, losses and claims, including but not limited to legal fees against the Designer or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties.

8.2 The Client also agrees to indemnify, hold harmless and defend, the Designer against any liabilities arising out of injury to property or person caused by any product or service sold by the Client or any service provided or agreed to be provided or by third parties, including but not limited to infringement of proprietary rights, misinformation, infringement of copyright, delivery of defective services or products that are harmful to any company, person, business, or organisation.

9. Nondisclosure

9.1 The Designer and any third-party associates agree that, unless directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. The Client agrees that it will not convey any confidential information about the Designer to another party, unless directed by the Designer.

10. Privacy Policy

10.1 The Designer and any third-party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998. This information will also be used to identify the Client in communications with them and to contact the Client from time to time to offer them services or products that may be of interest to or benefit the Client.

11. Interpretation

11.1 The Designer reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these Terms and Conditions. The Designer shall be the sole arbiter in deciding what constitutes a breach. No refunds will be given in such a situation.

11.2 Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

11.3 By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.

11.4 The Designer reserves the right to alter these Terms and Conditions at any time without prior notice.