

Definitions

In these conditions “**the Customer**” means the person, firm or company who commissions the services of Logo Design Limited “**the Company**”. By commissioning the Company to undertake work “**the project**” on their behalf, the Customer agrees that these Terms and Conditions of Trading define our working relationship. All projects, services or goods that the Company may be contracted to produce or provide for the Customer will be subject to the following:

Fees

For each project, the Customer will receive an estimate outlining the project specifications and estimated fees for our time based on the Company’s current hourly rate and, where appropriate, any goods and professional services commissioned by the Company in order to complete the project. Work will begin upon the Customer’s written or oral approval of the estimate and this will constitute an agreement. The Customer agrees to pay the Company in accordance with the terms specified in each proposal/estimate. Estimates are valid for only 30 days from the date on the estimate.

Payment

Unless otherwise agreed in writing by the Company all Customers that have not submitted a credit application and been approved by our accounts department will be required to pay 50% of the project cost before work can begin and all subsequent balances due are payable upon artwork approval. The costs of printing must be paid in advance. All credit accounts shall be paid up on or before the 20th day of the month following the month of the invoice date. The Company reserves the right without notice and in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented to incorporate the features of European Directive 2000/35/EC to charge interest on past due balances at the rate of 8% over the Bank of England base rate per annum and reserves the right to refuse completion or delivery of work until past due balances are paid. The Customer shall pay the Company’s costs, charges and expenses directly or indirectly incurred in obtaining or otherwise enforcing payment of outstanding accounts. For some projects the Company may charge stage payments or monthly payments. The Company reserves the right to make a search with a credit reference agency, which may keep a record of that search and will share the information with other businesses. The Company may also make enquiries about the principal directors with credit reference agencies.

Revisions and alterations

New work requested by the Customer and performed by the Company after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a revised proposal/estimate to you, and a revised additional fee must be agreed to by both parties before further work proceeds. When contact reports are issued by the Company’s staff of meetings between the Customer and the Company the contents will be taken to be a correct record of the

meeting to which it refers if it is not questioned by the Customer within 30 working days of its receipt. Author’s alterations or changes to copy or content requested after the artwork is completed are billed at our standard hourly rates. Where production schedules are not adhered to by the Customer, final delivery date or dates will be adjusted accordingly.

Overtime and rushed orders

Estimates are based on a reasonable time schedule and may be revised to take into consideration Customer’s “Priority Scheduling” requests requiring overtime and/or weekend working. Knowledge of deadlines is essential to provide an accurate estimate. In addition suppliers may mark up their charges in respect of work required in a hurry and these will be charged for.

Nature of copy and property belonging to others

The Customer agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. The Customer is responsible for all trademark, copyright and patent infringement clearances and is responsible for arranging, prior to publication, any necessary legal clearances, licenses, usage or royalty payments.

Over runs and under runs

Some printers’ terms enable them to deliver over or under the quantity ordered and to charge accordingly. In such cases the Customer will accept over runs or under runs that do not exceed +/- 10% of the quantity ordered and the Company will bill for the actual quantity delivered within this tolerance.

Rights of ownership

Once a project has been delivered by the Company and is fully paid for by the Customer, the Company will assign the reproduction rights of the design or use of the code for the use(s) described in the proposal. The ownership of all computer code written by the Company and all rights for its use and resale shall remain with the Company unless otherwise agreed in writing by OWN Design. The rights to all design and artwork, including but not limited to photography, music and or illustration created by independent photographers, artists or illustrators commissioned by the Company, or purchased from an agency on behalf of the Customer, remain with the individual designer, artist, photographer or illustrator or their agents. The Customer may not use or reproduce the design, work or the property therein for a purpose other than the one(s) originally stipulated unless a transfer of rights and the payment of any additional fees has been made. The Company reserves the right to photograph and/or distribute or publish for its promotional and marketing needs any work created, including roughs, visuals, mock-ups and presentations, as samples, in Company newsletters, brochures, presentations and websites and for entry for awards. The Company will endeavor to store files on computer disks for a period of 6 months beyond the delivery of a job, thereupon the Company reserves the right to discard them without notice.