

# TAMI BROWN DESIGN – TERMS AND CONDITIONS

These terms and conditions form the basis of your contract with Tami Brown Design so please read them carefully. These terms and conditions are available in larger print on request.

The following Terms and Conditions of Service apply to all products and services provided by Tami Brown Design. Additional Terms and Conditions are applicable to website design and website hosting and are available on request.

All work is carried out by Tami Brown Design on the understanding that the client has agreed to Tami Brown Design's terms and conditions.

Copyright is retained by Tami Brown Design on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by Tami Brown Design as fulfilling the contract. All other designs remain the property of Tami Brown Design, unless agreed in writing that this arrangement has been changed.

## Project Acceptance & Deposit

At the time of proposal, Tami Brown Design will provide the customer with a written Estimate, Terms and Conditions, and Proposal Acceptance Form. The Terms and Conditions can also be read on Tami Brown Design's website.

A copy of the Proposal Acceptance Form is to be signed and dated by the customer to indicate acceptance of the estimate and agreement with the Terms & Conditions and should be returned to Tami Brown Design by post or email. No work on a project will commence until this has been received.

Charges for services to be provided by Tami Brown Design will be set out in the written estimate that is provided to the client. At the time of the client's signed acceptance of this estimate a non-refundable deposit of 50% of the estimated fee (excluding print costs) will become immediately due. Work on the project will not commence until Tami Brown Design has received this amount.

## Payment

Prior to publication, Tami Brown Design will supply an electronic or printed proof, together with an artwork Approval Form and invoice. At this time the remaining amount due, including print costs, will become payable and the customer will also be required to sign and return the Approval Form to Tami Brown Design. Payments may be made by cash, cheque, or previously agreed electronic funds transfer.

Publication and/or release of work done by Tami Brown Design on behalf of the client, may not take place before cleared funds have been received.

Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount. Returned cheques will incur an additional fee of £50 per returned cheque. Tami Brown Design reserves the right to consider an account to be in default in the event of a returned cheque.

## Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Tami Brown Design shall be considered entitled to remove Tami Brown Design'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 Tami Brown Design 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 Tami Brown Design for inclusion in the customer's website 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 Tami Brown Design on behalf of the customer, will remain the property of Tami Brown Design and/or its suppliers.

The customer may request in writing from Tami Brown Design, the necessary permission to use materials (for which Tami Brown Design holds the copyright) in forms other than for which it was originally supplied, and Tami Brown Design may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Tami Brown Design, the customer grants Tami Brown Design permission to use this material freely in the pursuit of the design.

Should Tami Brown Design, 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 Tami Brown Design to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Tami Brown Design 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.

## Licensing

Any design, copywriting, drawing, idea or code created for the customer by Tami Brown Design, 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 Tami Brown Design and any of its relevant sub-contractors.

All design work - where there is a risk that another party 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. Tami Brown Design will not be held responsible for any and all damages resulting from such claims. Tami Brown Design is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Tami Brown Design responsible for any such loss or damage. Any claim against Tami Brown Design shall be limited to the relevant fee(s) paid by the customer.

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

## Data Formats

The client agrees to Tami Brown Design's definition of acceptable means of supplying data to the company. Images must be of a quality suitable for use without any subsequent image processing, and Tami Brown Design will not be held responsible for any image quality which the client later deems to be unacceptable. Tami Brown Design 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 Tami Brown Design of a design project's duration is to be considered by the client to be an estimation. Tami Brown Design cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Tami Brown Design for the initial payment or by date confirmed in writing by Tami Brown Design.

## Design Project Completion

Tami Brown Design considers the design project complete upon receipt of the client's signed Approval form. Other services such as printing, display panel production, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

## Design Credits

The customer agrees to allow Tami Brown Design to place a small credit on printed material, exhibition displays, advertisements and/or a link to Tami Brown Design'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 Tami Brown Design to place websites and other designs, along with a link to the client's site on Tami Brown Design's own website for demonstration purposes and to use any designs in its own publicity.

## Rights of Refusal

Tami Brown Design will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Tami Brown Design also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Tami Brown Design does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the client is obliged to allow Tami Brown Design to remove the contravention without hindrance, or penalty. Tami Brown Design is to be held in no way responsible for any such data being included.

## Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Tami Brown Design 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 Tami Brown Design within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

## Disclaimer

Tami Brown Design makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Tami Brown Design will not be held responsible for any damages resulting from products and/or services it supplies. Tami Brown Design 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 Tami Brown Design responsible for any such loss or damage. Any claim against Tami Brown Design shall be limited to the relevant fee(s) paid by the customer.

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

Tami Brown Design 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. Tami Brown Design recommends 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. Tami Brown Design reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

## Acceptance of Estimate and Terms and Conditions

The placement of an order for design and/or any other services offered by Tami Brown Design and validated by the client's signature on the proposal acceptance form, constitutes acceptance of the estimate and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Tami Brown Design.