

cbp•design Terms and conditions

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The following terms and conditions have been designed to protect both the client and the designer during their working relationship.

Working/chargeable phases

Based on our experience with design projects, we have found that it is mutually advantageous to handle each project in logical working/chargeable phases.

Concept revisions, extensive alterations, or a switch in marketing objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. Planning the work, cost estimating, and billing in several phases permits the designer or client to adjust for such revisions/or halt work before completion if a project is postponed or cancelled. Any cancelled project is billed only through phases and/or portions of phases that were actually completed by the designer. For each project, the client will receive a proposal/estimate outlining the project specifications and the proposed scope of services and working/billing phases. Each proposal estimate will contain a project budget, which includes estimated fees for professional services and separate itemised costs for illustrations, images etc. cbp•design will begin work upon a client's approval of the written estimate and initial payment instalment. The client's approval via email will constitute an agreement between us.

Payment/estimates

Payment: The client agrees to pay the designer in accordance with the terms specified in each proposal/estimate. The last scheduled payment is payable to the cbp upon completion of the project, and before original artwork is supplied to the client.

Estimate: The estimate is valid for 30 days from the submission date and any changes asked for by the client outside of what has been agreed within the estimate will be chargeable. The client will be notified of any price changes and the final billing will reflect actual costs incurred.

Artwork (where not stated to be inclusive) is charged extra, but where appropriate will be quoted in advance once actual requirements are known.

Expenses: cbpdesign charge at cost plus 15% for bought-in-specialist items and services such as special

illustrations, artwork, visuals, website technical services, photography, typesetting, printing, special drawing office prints and all other bought-in items to complete the project.

cbp charges at cost for authorised travel, subsistence and out-of-pocket expenses, (mileage will be charged in accordance approved mileage rates set by HMRC using AA route calculations)

Revisions and alterations

New work requested by the client and performed by the designer 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, the designer will submit a 'proposal revision' memo to the client, and a revised additional fee must be agreed between both parties before further work proceeds.

Any requests made by The Client for changes to the design after sign-off approval and not made in accordance with the confirmed brief will be charged on a quantum merit basis at cbp standard hourly rate together with expenses, unless otherwise agreed in writing.

Nature of copy

The client agrees to exercise due diligence in the preparation of materials and must be able to substantiate all claims and representations to the designer. The client is responsible for all trademark, service mark, copyright and patent infringement clearances. The client is also responsible for arranging, before publication, any necessary legal clearance of materials the designer prepares.

The Client's responsibilities

The Client shall:

Payment: make timely payment of all sums due to cbp, for which time shall be of the essence.

Supply of information: supply cbp without charge, all relevant and necessary data and information in the possession of the Client or it's servants, agents, or sub-contractors to allow cbp to provide the services and

the Client shall give and shall procure that such persons give such assistance as shall be required by cbp in the performance of the services.

In circumstances where the Client's consent is required in writing or otherwise, deal with any request for consent expeditiously and shall not unreasonably withhold or delay such consent.

Errors and omissions: it is the client's responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. cbp is not liable for errors or omissions. The client's signature or that of an authorised representative is required on all artwork or via email before they are released for printing or other implementation.

Supplier's performance

cbp will use their best efforts to ensure quality and timely delivery of all printed material. Although the cbp may use their best efforts to guard against any loss to the client through the failure of vendors, media, or others to perform in accordance with their commitments, cbp is not responsible for failure on their part. If client-selected suppliers, other than those recommended by cbp, are used, the client may request that cbp coordinates their work. Wherever possible, cbp will attempt to do so, but cannot in any way be held responsible for quality, price, performance or delivery.

Rights of ownership

Rights: All services provided by cbp shall be for the exclusive use of the client other than for cbp's promotional use. Upon payment of all fees and expenses, the following reproduction rights for all approved final designs created by the designer for this project shall be granted:

Client to gain full transferable rights to brand identity

Client to gain full license to reproduce works through commercial printers.

Ownership: The client shall be entitled to full ownership of all artwork created during the project upon full payment of the agreed fee.

Third party contracts: cbp may contract with other creative professionals to provide services such as web development, photography, and illustration.

Any third-party terms and conditions will include full reproduction rights for the client. Where such contracting adds to the project cost, the client will first be asked for permission to proceed. No project will begin on the assumption that third parties might be required for project completion. Such details will be finalised before the project starts, unless requested by the client at a later date.

Project termination

If a client stops a project – face-to-face or by telephone or email – for a period of 90 days from the start, the project can be cancelled in writing by the designer, and ownership of all copyrights shall be retained by the designer. A cancellation fee for work completed shall be paid by the client. This will be based on the work done to that date but will not exceed 110% of the total project cost.

Production schedules

Production schedules will be established and adhered to by both the client and the designer, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labour trouble or strikes, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the client or the designer.

Where production schedules are not adhered to by the client, final delivery date or dates and payments will be adjusted accordingly.