



TERMS & CONDITIONS

All business entered into by The Image Designs, its servants or agents with any other party (hereinafter called 'the Client'), by internet or traditional business routes, is transacted subject to the conditions set out below:

PLEASE NOTE: These terms and conditions take precedence over any other contract agreements, any other contract terms will be honoured unless they contradict those specified below

OWNERSHIP OF COPYRIGHT – Copyright ownership for all work, finished or otherwise, is retained by The Image Designs. Ownership of completed files only will transfer to the Client only if this has been specifically agreed with the client and only on completion of the contract and full payment has reached us. The Image Designs will not waive intellectual property rights. The Copyright Transfer does not give you permission, to: use, modify, alter, replicate or borrow, any of the previous and unused: logo ideas, concepts, sketches previously shown and presented during the course of the project. All original preparation materials, sketches, visuals and unused ideas previously shown, and considered, will remain the property of The Image Designs. We are free to use these unused ideas for future conceptual, and client work. Where a previously unused idea/design retains a similar look and style to the finished logo, we shall repurpose and style as to be sufficiently different so as not to cause conflict.

You are free to change, modify and adapt the finished Logo design as you see fit, but you do so at your own risk, and at the risk of diluting, or causing confusion, over your existing Brand Identity.

CANCELLATION – If after project commencement client communication (face-to-face, telephone, or email) stops for a period of 30 days, 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, with the fee based on the stage of project completion. The fee will not exceed 110% of the total project cost. If the project is cancelled for any other reason by the client there will be a minimum 50% cancellation/kill fee to be paid by the client. Copyright ownership for all work will remain with The Image Designs even when full invoice has been paid.

QUOTATIONS – Quotations are valid for 30 days from date of issue. Similarly, hourly rate changes will not affect projects already begun. Please bear in mind that while we try to estimate costs as accurately as possible, quotations cannot be binding

COMMUNICATION- The designer can be reached by telephone from Monday to Friday between 1pm and 5pm GMT. Or via email at create@theimagedesigns.com the designer will do his best to reply to emails within 24hrs.

IMAGE PROCUREMENT – Purchase of images for slide library sites are made on behalf of the Client by The Image Designs, the standard term & conditions apply to the use of these images i.e. licence length, restriction of use, publication run etc. a full set of these terms and conditions are available on request and the responsibility of adhering to them lies entirely with the Client's.

CLIENT PROPERTY – Client property left with The Image Designs, including confidential material, will be carefully protected but is entirely at the Client's risk

SAMPLES-The client shall provide The Image Designs with samples of print design that result from the project deliverables. Such samples shall be representative of the highest quality of work produced. The Image Designs may use such copies and samples for publication, exhibition, or other promotional purposes. The Image Designs shall have the right to photograph all completed designs or installations and shall have the right to use such photographs or digital files for publication, exhibition, or other promotional purposes

CONFIDENTIALITY - The client shall inform The Image Designs in writing before the project commences if any portion of any material or information provided by the client or if any portion of the project is confidential

COURIER, DELIVERY & MISC CHARGES– All courier and delivery charges will be passed on to the Client and may be subject to normal agency mark-up. All fees associated with PayPal or similar will be the responsibility of the client. All fees associated with using third party images will be the responsibility of the client.

PAYMENT TERMS –Payment will be made in two-stage payment half before work commences, and half on completion; or via agreed structure The Client will be notified as to the charges as they are billed. No artwork will be released for print until payment has been received. The minimum charge for any commissioned job is one hour (at this time the daily rate is €45 therefor one hour is no less than €45). **All fees associated with PayPal or similar will be the responsibility of the client.**

DELAYED PAYMENT- If the final invoice is not paid within 32 days, a 5% "delayed payment" fee will be charged. This initial 5% figure will be added upon each recurring 31 day period thereafter until the full amount has been received by The Image Designs.

PRINCIPLE – The principle of the Design service offered by The Image Designs is a consultancy whereby the Client seeks commissioned work based on professional experience, expertise and opinion. The Image Designs will work with the client and agree the best course of action.

FILE FORMATS –The Image Designs agrees to supply the finished design in the agreed upon file formats. However it is not the practice of The Image Designs to provide layered/working files to the client as this would endanger the intellectual property of The Image Designs in so much as it would



enable other designers to work in the layered/working files thus taking work away from The Image Designs. **The client is paying for the finished design only! Not for the working files.**

DISPUTES – All queries and disputes must be notified in writing within seven days of the date of the invoice or receipt of goods. The ownership of the work or goods supplied shall be retained by The Image Designs until The Image Designs has received payment in full by the Client and ownership has been previously negotiated and agreed.

BACK-UP SERVICE - The Image Designs provide a back-up service for all projects from commencement to completion. This facility while beneficial to the Client is carried out for the protection of The Image Designs only. The Image Designs does not accept responsibility for any lost or damaged with respect to this service.

FORCE MAJEURE – Every effort will be made to carry out the contract, but its due performance is subject to variation or cancellation as a result of an inability to secure labour, materials or supplies, or as a result of any Act of God, War, Strike, Lockout or other Labour dispute, Fire, Flood, Draught, Legislation or any other cause beyond our control.

LEGAL LIABILITY – The Client shall be responsible for all costs and damages arising out of any action which may be taken or threatened against The Image Designs in respect of any alleged breach of the law in connection with the work done by The Image Designs for the Client including breaches of Copyright and Licensing. The Client is also responsible for checking all work before production commences and before print or going live on websites in regard to ethical and legal matters and matters of fact, spelling, accuracy, language, translation and other aspects of the final recommended work. The client agrees to indemnify and hold harmless The Image Designs from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by, arising out of, the work supplied by The Image Designs. The laws of the Republic of Ireland shall govern the contract between The Image Designs and the Client, of which these standard terms & conditions form part. We reserve the right to change our terms and conditions from time to time, affecting all new contracts