



design97®

TERMS AND CONDITIONS

Design97® | Creative Agency



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Terms and Conditions | Design97®

- 1) In these terms 'Design97' is the service provider. The 'Client' is the business/person receiving the service.
- 2) These terms are the agreement between 'Design97' and the 'Client.'
- 3) Design97 will provide graphic design and/or copywriting graphic design and/or copywriting services. These services shall be carried out solely by Design97 utilising the relevant skill, care and expertise whilst being in full compliance of the relevant professional standards and legal requirements such as the "Copyright, Designs and Patent Act 1988" and the "Intellectual Property Act 2014."
- 4a) This agreement is for the duration of twelve months and will automatically roll over unless cancelled, in writing, fourteen days prior to the renewal date. These terms commence and are binding from the first day of service or agreeing with these terms in whichever format this occurs.
- 4b) This agreement may be terminated by Design97 or the client, in writing, fourteen days before the renewal date or with immediate effect if either party are in breach of this agreement.
- 5) Dates quoted for the delivery of graphic design and/or copywriting graphic design and/or copywriting work by Design97 is subject to change. This could either be in the form of delivery sooner than expected or slightly later than expected. Late deliveries are very rare. In any event, time shall not be of the essence in the case of Design97 delivering graphic design and/or copywriting work across to the client. Design97, whilst making every effort to affect prompt delivery, will not be liable for any loss or damages occasioned by delay in delivery, however these may be caused, and any delivery dates quoted are given subject to this condition and can change.
- 6a) All graphic design and/or copywriting work that has been created by Design97 for the client's purposes will always remain under the sole ownership and property of Design97. A release clause of ownership rights can be made by the client which would entitle them to transfer of ownership from Design97 to the client. If a release clause is met, clients will receive a certificate to verify and prove this. As a result, any graphic design and/or copywriting work created by Design97 for the client will no longer be owned and the property of Design97. An extra fee per graphic design and/or copywriting is required to meet the ownership release clause. This will be discussed and negotiated with the client on a case by case basis.
- 6b) Due to Design97 being the sole owner and property owner of each set of graphic design and/or copywriting work made for the client; payment must be made by the client in order to trigger consent from Design97. The client must settle the full invoice issued using payment to receive clear and explicit permission and consent from Design97 to use the designs for either their personal, commercial or any other use.
- 6c) Failure to provide Design97 with payment results in the client not having permission or consent to use the designs created by Design97, whether it be for either personal, commercial or any other use. Without this

consent from Design97, the client will then become in breach of infringement under the “Copyright, Designs and Patent Act 1988” and the “Intellectual Property Act 2014” infringement every time a graphic design and/or copywriting is used. The client may be subject action taken on behalf of Design97 via Trading Standards, Citizens Advice or the Government Intellectual Property office within the UK if this occurs. Continuous use of designs created by Design97 without payment and therefore consent/permission to use the designs may result is heavier action to be taken such as legal action or whatever action Design97 sees fit.

- 7a) Watermarking of all graphic design and/or copywriting work will occur throughout the whole graphic design and/or copywriting process. Every set of graphic design and/or copywriting will have a version of the Design97 watermarks over every graphic design and/or copywriting work sent to a client. These watermarks will be at a low opacity to not obstruct the graphic design and/or copywriting work but high enough to be clearly visible. The watermark is a way to protect each set of graphic design and/or copywriting work created by Design97 before the settlement of the invoice of designing.
- 7b) Once payment of an invoice is complete, the watermarks will be removed and the client will be sent the appropriate files for their own personal, commercial or other use. Source files available for an extra fee.
- 7c) A commercial use of a graphic design and/or copywriting created by Design97 with the watermark over it may be subject to the same action detailed in part “6c).”
- 8) Payment for service must be made in full within 14 days of issue of the invoice unless other terms have been agreed by both Design97 and the client in which case, these terms agreed must be met. Upon delivery of payment, client’s will have their full designs sent and released to them completely intact with the removal of Design97 watermarking. The invoice will be sent out to a client and the client is then responsible for payment in full and on time within the 14-day bracket. Credit terms may be withdrawn without notice or reason and Design97 reserves the right to claim full payment whenever they see fit.
- 9a) A late payment is a payment made after the 14-day period of grace to which the original invoice was issued. For example, an invoice sent on October 1st would be in date until October 14th, anything October 15th onwards would have to pay the additional late payment fee. Late payment will result in a client having to pay a late payment charge of £35 per week on top of the full invoice already due unless otherwise agreed between Design97 and the Client.
- 9b) Once a payment becomes ‘late,’ the client will receive an updated invoice with the late fee included within this invoice and will have 7 days to pay this new invoice with the late fee included. This can happen for a maximum of 10 weeks/10 late periods – a maximum extra late fee of £350 (£35 per week for 10 weeks).
- 9c) If payment is not cleared after the original 14-day grace period in addition to the 10-week late period (a total of 12 weeks). This will be deemed reasonable by Design97 to pursue this matter further and pass on details of the Client’s debt (including the late payment charges) to the relevant Trading Standards, Citizens Advice or Government Intellectual Property Offices and agencies or in extreme cases seeking legal action. The Client may also incur any additional costs from the collection agency.

- 10) Prices may be changed by Design97 without prior notice.
- 11) For monies owing, Design97 reserve the right to withhold any services from the Customer until the debt has been recouped in total. A restriction of service will also apply. Also, in cases of breaches in infringement “Copyright, Designs and Patent Act 1988” and the “Intellectual Property Act 2014” Design97 reserve the right to stop the client from using designs which they may be seen to be using in the public domain.
- 12) The client consents to being added onto the e-mailing contact list Design97 holds to receive email communications from Design97 whether it be for contact regarding the clients work, for any marketing communications such as newsletters or any other form of communicating.
- 13) As the graphic design and/or copywriting work is owned exclusively by Design97, Design97 may use the clients work on display as part of its portfolio, marketing material or any other material in which it sees fit. The client can request that this is not showcased however this must be done in writing and sent to Design97.
- 14) The client agrees to accepting and signing the ‘Contract For Services’ document that will be provided before any graphic design and/or copywriting services of work are commenced by Design97. Failure to sign this ‘Contract For Services’ agreement will mean Design97 holds the right to refuse to do a service for the client.
- 15) The terms of this Agreement shall be governed by and construed in accordance with English law and UK Legislation and be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

Payment terms: Strictly 14 days from date of invoice.

Acceptance

To accept these terms and conditions if you have already not done so, please visit:

www.design97.co.uk/terms-and-conditions

Thank you.