

Terms & Conditions

The following Terms and Conditions of Service apply to all products and services provided by A-Side Design Ltd (hereinafter referred to as A-Side) and in the event of any dispute are governed by the laws of England. All work is carried out by A-Side on the understanding that the client has agreed to our terms and conditions. These Terms and Conditions can be read at any time on the A-Side website.

1. Project Acceptance

At the time of proposal, A-Side will provide the client with a written estimate or quotation by email. All quotes & estimates are valid for 30 days from the date provided. VAT will be added at the current standard rate.

Quotations and estimates are based on information provided by the client including, but not limited to structure, scope, functionality, and quantities. If the project scope and /or deliverables change after the project is underway, the project will be paused for a budget review.

The client should reply by email indicating acceptance of the quotation and the A-Side Terms & Conditions. Alternatively, the client may send an official purchase order in reply to the estimate or quotation which binds the client to accept our Terms and Conditions. For the avoidance of doubt, the A-Side Terms & Conditions are what govern the job, not any conditions on the client's purchase order. The quotation, or estimate, and acceptance form a contract for business between the client and A-Side.

2. Design Credits

The client agrees to allow A-Side to place a small credit on printed material, exhibition displays, advertisements and/ or a link to A-Side own website on the client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page unless otherwise agreed with the client at the start of the project.

The client also agrees to allow A-Side to place websites and other designs, along with a link to the client's site on A-Side's own website for demonstration purposes and to use any designs in its own publicity and portfolios.

3. Quoted Design Charges

Charges for brand design services to be provided by A-Side will be set out in the written quotation that is provided to the client. At the time of the client's acceptance, a non-refundable

payment of 50% of stage one will become immediately due. The remaining 50% of stage one will be due upon completion of that stage prior to commencing the subsequent stages.

Charges for any additional services requested during the project that are over and above the estimated time or out of scope will be subject to an additional quote or estimate.

Any amends beyond the rounds included in the quotation will be charged at our hourly rate.

4. Alterations

The client agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge.

5. Charges for Other Services

Payments made by A-Side for any expenses incurred or third parties commissioned during the project will be re-charged to the client on the final bill for the project. Work agreed based on an estimate will be invoiced monthly at our hourly rate.

6. Source Files

We will supply proofs and PDF files as appropriate for printing, or other graphic files as detailed in the work brief.

If a choice of designs is presented and one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of A-Side, unless specifically agreed in writing.

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

7. Design Project Duration

Any indication given by A-Side of a design project's duration is to be considered by the client to be an estimation. A-Side 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 A-Side for the initial payment or by date confirmed in writing by A-Side.

The client agrees to supply A-Side with all necessary materials, electronic or otherwise, required to create and complete the

project, and to supply them in a timely manner. Failure to provide materials or feedback within the specified timescales may result in the project being delayed. Significant delay may cause a reinstatement fee to be incurred.

8. Design Project Completion

A-Side considers the design project complete upon receipt of the client's signed Approval form or sign off email. Other services such as printing, display panel production, film work, website uploading, publishing etc either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

9. Payment

Upfront payments are required before work commences. Final payments are required before assets are released. Any other invoices are due within 30 days unless otherwise stated on the invoice.

All invoice queries must be submitted by email within 14 days of the invoice date.

Payments may only be made by online transfer.

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

Any payments made by cheque must be previously agreed and will be subject to an administration charge and the invoiced will not be considered paid until the funds have cleared in our bank account.

10. Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice. The account will be placed on hold and work may be suspended without notice. This may incur an additional fee to re-commence design work.

A-Side shall be entitled to remove A-Side's and/or the client'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.

Suspension of work and/or removal of materials does not relieve

the client of its obligation to pay the due amount. Accounts which remain outstanding for 30 days after the date of invoice, will incur late payment interest charge at 5% above the Bank of England Base Rate on the outstanding amount from the date due until the date of payment.

Clients whose accounts become default agree to pay all A-Side's reasonable expenses and third party collection fees in the enforcement of the debt and these Terms and Conditions.

11. Licensing

Any design, copywriting, drawing, idea, or code created for the client by A-Side, 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 A-Side 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.

A-Side will not be held responsible for any damages resulting from such claims.

12. Format of data supplied to A-Side

The client agrees to A-Side's definition of acceptable means of supplying data to the company. Text is to be supplied to A-Side in electronic format as standard text (.txt), MS Word (.docx) or via e-mail / FTP or shared folder. Images which are supplied in an electronic format are to be provided in a format as prescribed by A-Side via e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and A-Side will not be held responsible for any image quality which the client later deems to be unacceptable.

A-Side 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, colour correction and alteration of images.

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13. A-Side’s Right to Refuse

A-Side will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. A-Side also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that A-Side does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the client is obliged to allow A-Side to remove the contravention without hindrance, or penalty. A-Side is to be held in no way responsible for any such data being included. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. The responsibility for conforming to advertising standards remains with the client.

14. Copyrights and Trademarks

By supplying text, images and other data to A-Side for inclusion in the client’s website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by A-Side on behalf of the client, will remain the property of A-Side and/or its suppliers unless otherwise agreed in writing. A license for use of the copyright material is granted to the client solely for the project defined in the scope or request and not for any other purpose.

The client may request in writing from A-Side, the necessary permission to use materials (for which A-Side holds the copyright) in forms other than for which it was originally supplied, and A-Side may, at its discretion, grant this and may charge for the additional usage. Such permission must be obtained in writing before any of the aforesaid artwork, images, text, or other data is used.

Any software, code, plugin or other third party material used in a web or digital project remains the property of the creator and any ongoing license fees or fees for upgrades are the responsibility of the client, not A-Side.

By supplying images, text, or any other data to A-Side, the client grants A-Side permission to use this material freely in the pursuit of the design.

Should A-Side, or the client 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 client will agree to allow A-Side to remove and/or replace the file on the site.

The client agrees to fully indemnify and hold A-Side free from harm in all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

15. Website design additional terms

Rights of Access for Website Construction

The client agrees to allow A-Side all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords.

The client also agrees to allow A-Side access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

16. Thirdparty Platforms

When using third party platforms, A-Side require that a template is selected by the client before design of a site commences. Once design has commenced any changes of template will incur an additional charge. If additional functionality (outside of template limitations) is required a fee will need to be agreed in advance.

Once web design is complete, A-Side will provide the client with the opportunity to review the resulting work. A-Side will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes, navigation features or page layouts. Any minor changes can be notified to A-Side by e-mail.

A-Side will consider that the client has accepted the original draft, if no notification of changes is received in writing from the client, within 14 days of the start of the review period.

17. Custom CMS (Content Management System)

Where a bespoke website is required, A-Side require that designs are approved by the client before coding of the site

commences. Once coding has commenced any design changes to navigation features, colours schemes or page layout will incur an additional charge. If additional functionality outside of the original design is required a fee will need to be agreed in advance.

Upon build is completion the site can be populated. Any website content updates are the sole responsibility of the client unless otherwise agreed.

Once populated A-Side will review with the client and developer to ensure the live site is in keeping with the initial designs. A-Side will recommend one set of minor design changes at no extra cost within 14 days of the start of the review period. These changes will be carried out by the developer. Minor changes include small spacing adjustments and small adjustments to type sizes. Any minor changes can be notified to A-Side by e-mail.

A-Side will consider that the client has accepted the original draft, if no notification of changes is received in writing from the client, within 14 days of the start of the review period.

18. Hosting websites

A-Side does not offer hosting services.

Fees due to third party hosting organisations are the responsibility of the client and A-Side are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the client / domain owner.

19. Domain Registration

A-Side cannot guarantee the availability of any domain name. Registration of any domain name remains the responsibility of the client.

20. Search Engine Optimisation

Due to the infinite number of considerations that search engines use when determining a site’s ranking, A-Side cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added. A-Side recommend that clients consult an SEO specialist if specific rankings are to be obtained.

21. Disclaimer

A-Side makes no warranties of any kind, express or implied, for any products and/or services that it supplies. A-Side will not be

held responsible for any damages resulting from products and/or services it supplies. A-Side 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 client agrees not to hold A-Side responsible for any such loss or damage. Any claim against A-Side shall be limited to the relevant fee(s) paid by the client.

A-Side 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. A-Side will not knowingly perform any actions to contravene these, and the client also agrees to be so bound.

The client also agrees that A-Side holds no responsibility for any amendments made by any third party, before or after a design is published.

The customer is fully responsible for final proof and layout approval prior to the printing process. The proof should be checked by the client against the original file for possible errors in layout, copy, spacing, punctuation or image placement. The client is fully responsible for all that is contained in the final approved proof.

22. Cancellation

Cancellation of orders must be confirmed to A-Side by email. 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 will be liable for the full quoted cost of the project.

23. General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. A-Side reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

24. Acceptance of Terms and Conditions

The placement of an order for design and/or any other services offered by A-Side, by email, verbally or in writing, is deemed to be acceptance of these Terms & Conditions, which are freely available at www.a-side.studio.