



terms and conditions of business

1. Introduction

- 1.1 All work is carried out by **Merryweather Design** on the understanding that the client has agreed to **Merryweather Design's** terms and conditions.
- 1.2 These terms and conditions ("*the terms*") govern every contract made between **Merryweather Design** for the supply of goods and services to any person, firm or company ("*the client*").
- 1.3 The terms prevail over any written terms and conditions of the client.
- 1.4 Any variation to the terms must be agreed in writing by a director of **Merryweather Design**.
- 1.5 All contracts between **Merryweather Design** and the client will be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

2. Price and payment

- 2.1 The client will pay **Merryweather Design** the agreed fee as quoted.
- 2.2 **Merryweather Design** will invoice the client at 30 days if feedback is not received to progress the client's project.
- 2.3 Invoices from **Merryweather Design** to client for supply of goods or services should be paid in full within 10 working days of receipt of invoice. Payment can be made by cheque or BACS (*Bankers Automated Clearing Services*).
- 2.4 **Merryweather Design** reserves the right (without disclosing a reason) to demand payment for work on collection at any time.
- 2.5 If payment of an invoice becomes overdue **Merryweather Design** will send a standard 'Payment Reminder' via email, if the reminder is not acted upon within 7 days, a 'Formal Second Reminder' will be sent via post, this reminder will then be followed up with a telephone call, if still no action is taken to settle the said invoice a 'Final Reminder' will be sent.
- 2.6 The client will pay **Merryweather Design** any expenses incurred by in connection with the recovery of monies outstanding (*including legal costs on an indemnity basis*).

3. Ordering

- 3.1 Orders for work must be given in writing to **Merryweather Design** by the client - either by email or post.
- 3.2 Notwithstanding clause 3.1, if **Merryweather Design** accepts a verbal order from the client, **Merryweather Design** will not be held responsible for any mistakes (made by either party) arising from that verbal order.
- 3.3 **Merryweather Design** reserves the right to refuse to accept any order.

4. Quotations

- 4.1 All quotations given by **Merryweather Design** will be valid for 28 days from the date of quotation.
- 4.2 All quotations will be supplied in writing either by post or email and written acceptance must be returned to Merryweather design before any work is undertaken:
Acceptance by Post: A copy of the written estimate or quotation is to be signed and dated by the customer and returned to **Merryweather Design**.
Acceptance by Email: A copy of the emailed estimate or quotation is to be returned to **Merryweather Design**, *including written and named confirmation from the customer*, this emailed acceptance will only be legitimate if received directly from the email account of the customer with whom goods or services are being provided for.
No work will commence until this document has been received by **Merryweather Design**. Any written acceptance sent by post or electronically will be deemed legally binding.
- 4.3 A verbal estimate will not be considered as binding until the amount has been confirmed in writing and accepted by the client.
- 4.4 If the client's final order changes from the original specification made for the quotation, **Merryweather Design** reserves the right to vary the quotation.

5. Proofing

- 5.1 **Merryweather Design** will supply the client with either a hard copy or digital proof i.e PDF or JPEG (*or in a format the client specifies*), via email or post.
- 5.2 Whilst we endeavour to provide a thorough, error-free service, it is the sole responsibility of the client to check all content of said proof - including spelling, grammar, punctuation and use of images - unless otherwise stipulated by **Merryweather Design**.
- 5.3 **Merryweather Design** will provide the client with up to three proofs, unless otherwise agreed at commencement of the project. As a guideline these proofs should progress through the following stages:
Proof 1: amendments to general design/layout (including image usage)
Proof 2: corrections to text (including grammar and spelling)
Proof 3: (final proof) check all content thoroughly and sign off in writing. **Merryweather Design** cannot accept liability for errors within the copy beyond this stage.

6. Turnaround times

- 6.1 Turnaround times are normal target times only and *Merryweather Design* accepts no liability for failure to meet these times, but will use its best endeavours to do so.

7. Image quality

- 7.1 *Merryweather Design* will inform the client if images supplied are - in their professional opinion - not of suitable quality for print. However, if the client once apprised of this, chooses to retain use of the image in question, *Merryweather Design* will not be held responsible for quality of reproduction.
- 7.2 *Merryweather Design* will not use images that break any 3rd party copyright laws, nor be held responsible if the client does not conform to these laws set out by said 3rd party.

8. Print material and finish

- 8.1 *Merryweather Design* does not handle print production in-house, at the clients request a printing company can be recommended, if the client chooses to use the recommended printing company, *Merryweather Design* cannot accept any liability for errors, loss of profit, damage, reprints or any form of client dissatisfaction caused before, during or after the printing or finishing process.
- 8.2 Clients must adhere to the Terms and Conditions of the any individual or company they choose for print and finishing.
- 8.3 *Merryweather Design* recommends that clients request pre-press proofs before any printing commences.

9. Web-design and publishing

- 9.1 Unless otherwise stipulated, *Merryweather Design* will not accept responsibility for ensuring that a client's website is catalogued or ranked highly by any search engine.
- 9.2 *Merryweather Design* cannot guarantee the appearance of any website it designs will not alter within the confines of non-specified browsers or monitor dimensions.
- 9.3 After work on the client's web-site has been ceased, *Merryweather Design* will not be held responsible for the maintenance, monitoring or upkeep of said site unless otherwise agreed in writing.
- 9.4 If payment for design services is not received within the agreed time period, *Merryweather Design* reserves the right to remove any unpaid-for content from the client's website.
- 9.5 *Merryweather Design* does not handle web hosting, email or software support in-house, at the clients request a web hosting company can be recommended, if the client chooses to use the recommended web hosting company, *Merryweather Design* cannot accept any liability for errors, loss of profit, damage or any form of client dissatisfaction caused before, during or after a website design has entered control of the said web hosting company.
- 9.6 Clients must adhere to the Terms and Conditions of the any individual or company they choose for web, email, hosting and software services/support
- 9.7 It is the client's sole responsibility to ensure payment (monthly or annual) for the domain name and web-space associated with their site.
- 9.8 *Merryweather Design* cannot be held responsible for any problems that occur as a result of the client's own email software or hosting set up.
- 9.9 *Merryweather Design* are not responsible for securing a domain name on behalf of a client.

10. Colour balancing

- 10.1 Digital printing methods cannot guarantee exact matching to pantone references. *Merryweather Design* recommends the client request the appropriate proofs and sign off the said proofs before print commences.
- 10.2 At NO point can a client assume that an emailed or posted proof is colour calibrated and an accurate representation of any final lithographic or digital print, a pre-press proof must always be requested by the client from their chosen print company.

11. Uncollected work

- 11.1 If any items of work including prints and original files belonging to a client are not collected after 12 months of the requested work being done, *Merryweather Design* reserves the right to dispose of such material.

12. Delivery

- 12.1 *Merryweather Design*'s standard delivery policy to send any hard copy documents or CDs first class with no extra charge to the client, if however, a client requests a different method of delivery i.e special delivery, recorded delivery or the use of an external courier then these charges will be added to the final invoice, specified as 'delivery'.
- 12.2 Any materials that are the property of the client, and are requested for delivery to the client by *Merryweather Design* are sent at the clients own risk, Merryweather design will not be held responsible for theft, loss, damage or any other unforeseen circumstances that may occur during delivery of said property.

13. Copyright and moral rights

- 13.1 All creative material produced by *Merryweather Design* - including logo visuals, design proofs, website design and design concepts - remains the legal copyright of *Merryweather Design* until such time as the client's payment is received and the contract completed, or until written confirmation has been given.
- 13.2 *Merryweather Design* claims no copyright in material submitted to us for the purposes of fulfilling the client's instruction.
- 13.3 The client warrants that the client owns or controls all rights, has obtained all copyright, or has permissions, consents and waivers that as are now and hereafter required for all copying, processing, scanning, printing and manipulation to be undertaken by *Merryweather Design*.
- 13.4 The client also warrants that no copyright or moral rights will be infringed by *Merryweather Design* carrying out the requested work.
- 13.5 The client agrees to indemnify *Merryweather Design* against all losses, damages, claims or expenses which *Merryweather Design* may incur by virtue of any breach of the above warranties.

14. Liability

- 14.1 The client must contact *Merryweather Design* concerning details of an invoice within 7 days of the date of the invoice.
- 14.2 *Merryweather Design's* liability to the client or any other party for the loss including theft, or destruction or damage to any materials provided by the client which are deposited with *Merryweather Design* for whatever reason;-
 - 14.2.1 Will be limited to the replacement cost of the actual material and;
 - 14.2.2 *Merryweather Design* will not be liable for the cost of reshooting or reprinting the material contained on the material and;
 - 14.2.3 *Merryweather Design* will not be liable for any loss or damage to the client or any other party including loss of income and;
 - 14.2.4 It is the client's responsibility to insure against such loss and damage.
- 14.3 *Merryweather Design* will not be liable for failing to complete any contract between *Merryweather Design* and the client due to circumstances beyond *Merryweather Design's* control including loss of power supply, machine breakdown, loss of materials, fire, storm, flood, act of god, war, civil disturbance or terrorism.