

TERMS AND CONDITIONS

The following Terms and Conditions of Service apply to all products and services provided by Blackwood Creative Limited (hereinafter referred to as Blackwood).

All work is carried out by Blackwood on the understanding that the client has agreed to Blackwood's terms and conditions.

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

If a choice of design is presented, only one route given is deemed as fulfilling the contract. All other designs remain the property of Blackwood, unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, Blackwood will provide the customer with a written estimate or quotation. The Terms and Conditions can be read on the Blackwood website.

A copy of the written Project Acceptance Form is to be signed and dated by the client to indicate acceptance and should be returned to Blackwood. Alternatively, the client may send an official order in reply to the estimate or quotation, which binds the client to accept Blackwood's terms and conditions, or an email acknowledging acceptance of the quotation. No work on a project will commence until acceptance of the quotation has been received by Blackwood.

Design Charges

Charges for the design services to be provided by Blackwood will be set out in the written estimate or quotation that is provided to the client. As our projects often take a number of weeks to complete we adopt a phased approach. This is integral to our company workflow, our client project plans and links directly to the estimates we present. Payment schedules are deliberately structured to ensure the project is not delayed during production.

Offline workflow

We create and produce printed work and promotional material for a wide range of clients. Campaign strategy and deliverables and editorial writing and support can also be provided. The nature of this work can require specialist third party creative and production partnerships as well as print fulfillment. If the project is of the scale that it can be undertaken and completed within a two-week timeline, then the project fee becomes a one-off final fee and is payable not more than 30 days after receipt of finished or final delivered product. For projects of a duration of over two weeks payment is required on completion of a key project phase milestones. Phased fees are payable within no more than 30 days.



The % amount for each phase will be outlined in the project plan payment schedule. Payment of the defined project phase will not exceed 100%. Phased fees are payable within no more than seven working days.

Online workflow

We develop and deliver online work by undertaking a comprehensive level of Research and Development and analysis up front. This is before we begin production. Therefore a different approach to payment is required. At the time of the client's signed acceptance of the estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 40% of the quoted fee will become immediately due. Work on the project will not commence until Blackwood has received this amount. Of the remaining, 30% of the total estimated fee is to be paid upon completion of phase one, with the remaining 30% of the fee payable not more than 30 days after receipt of finished product.

Source Files

Charges for design work do not cover the release of copyright design files including indd, psd, png, fla or any other source files. If the Client requires these files, they will be subject to a separate quotation.

Charges for Other Services

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

Payment

The customer will be provided with an Approval Form and Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form to Blackwood. Payments may be made by online transfer, cash

or cheque - in Pound Sterling, International Money Order or previously agreed electronic funds transfer. Returned cheques will incur an additional fee of £50 per returned cheque. Blackwood reserves the right to consider an account to be in default in the event of a returned cheque.

Default

An account shall be considered default if it remains unpaid after 30 days from the date of invoice, or following a returned cheque. Blackwood shall be considered entitled to remove Blackwood 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.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Clients whose accounts become default agree to pay Blackwood's reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to Blackwood 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 Blackwood on behalf of the client, will remain the property of Blackwood and/or its suppliers.

The client may request in writing from Blackwood, the necessary permission to use materials (for which Blackwood



holds the copyright) in forms other than for which it was originally supplied, and Blackwood may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

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

Should Blackwood, 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 Blackwood to remove and/or replace the file.

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

Alterations

The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The client also agrees that Blackwood holds no responsibility for any amendments made by any third party, before or after a design is published.

Licensing

Any design, copywriting, drawing, idea or code created for the client by Blackwood, 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 Blackwood.

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. Blackwood will not be held responsible for any and all damages resulting from such claims. Blackwood is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold Blackwood responsible for any such loss or damage. Any claim against Blackwood shall be limited to the relevant fee(s) paid by the client.

Data Formats

The client agrees to Blackwood's definition of acceptable means of supplying data to the company.

Text is to be supplied to Blackwood in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail, FTP or Basecamp.

Images which are supplied in an electronic format are to be provided in a recognised digital format as prescribed by Blackwood. Images must be of a quality suitable for use without any subsequent image retouching, and Blackwood will not be held responsible for any image quality the client later deems to be unacceptable. Blackwood cannot be held responsible for the quality of any images that 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 retouching, or data entry services, colour correction and alteration of images.



Design Project Duration

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

Rights of Access for Website Construction

The client agrees to allow Blackwood 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 Blackwood access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions. The client agrees to supply Blackwood with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Design Project Completion

Blackwood considers the design project complete upon receipt of the client's signed Approval form. Other additional services such as printing, display panel production, filmwork, website uploading, publishing etc contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

Website design only

Blackwood require that a template is approved by the client before coding of a site commences. Once the template(s) for the web site are approved by the client, coding will commence; any changes to navigation items, colours, structure or content that require changes to the template will incur an additional charge.

Once web design is complete, Blackwood will provide the client with the opportunity to review the resulting work. Blackwood 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 or any navigation features. Any minor changes can be notified to Blackwood by e-mail or post.

Blackwood 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.

Hosting websites and site maintenance

Blackwood offers hosting services and site maintenance for the sites we build subject to a separate quotation.

Domain Registration

Blackwood cannot guarantee the availability of any domain name. Where Blackwood is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

Design Credits

The client agrees to allow Blackwood to place a small credit on printed material exhibition displays, advertisements and/or a link to Blackwood 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. The client also agrees to allow Blackwood to place websites and other designs, along with a link to the client's site on Blackwood's own website for demonstration purposes and to use any designs in its own publicity and portfolios.



Rights of Refusal

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

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Blackwood will need formal notification in writing to the company's postal address: 22 Spring Street, Brighton, East Sussex, BN1 3EF, UK. 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 and received by Blackwood within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

Blackwood makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Blackwood will not be held responsible for any and all damages resulting from products and/or services it supplies. Blackwood 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 Blackwood responsible for any such loss or damage. Any claim against Blackwood shall be limited to the relevant fee(s) paid by the client.

Blackwood 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. Blackwood will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Blackwood and its clients agree to comply with Printer's Terms and Conditions which may include disclaimers for non-completion on time. A printer reserves the right to insist that pre-booked print schedules are met and to limit production flexibility should a job be delayed in pre-press.

General

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

Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by Blackwood, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at

www.weareblackwood.com

An estimate validated by the client's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Blackwood.

