



## Terms and Conditions

**Definitions:** 'The Client' means the party, or any person acting on their behalf with whom TinCat Design contracts.

The following Terms and Conditions of Service apply to all products and services provided by TinCat Design.

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

1. At the time of proposal, TinCat Design will provide the client with a written estimate or quotation. All prices quoted, whether written or verbal, are for the listed and mentioned services only. Any additional services required to complete the project will be quoted for in advance and charged accordingly. Deliveries and couriers are additional.
2. The client must accept this quotation or estimate in writing via email or post before work can commence on any job. Acceptance of the quotation or estimate also indicates acceptance of the Terms and Conditions.
3. If a choice of design is presented, only one solution is deemed to be given by TinCat Design as fulfilling the contract. All other designs remain the property of TinCat Design, unless agreed in writing that this arrangement has been changed.
4. All estimates are based on expected design time and include two sets of author's corrections. If additional changes are required by the client, or there is a change of brief, TinCat Design will inform the Client in advance of extra cost likely to be incurred.
5. All projects are planned to an agreed schedule. Non adherence to this schedule by the client may result in compromising final delivery deadlines. If this is likely to occur, TinCat Design will advise the client as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.
6. Whilst every effort will be made to achieve agreed delivery, TinCat Design cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work.
7. Work is billed either monthly or on completion of project stage, or the relevant hourly charge. An account shall be considered default if it remains unpaid for more than one month from the date of invoice, or following a returned cheque.
8. For new clients, a cheque for the full or part amount may be requested in advance of commencement. For any subsequent jobs, full payment must be received by TinCat Design not later than 14 days after the date of invoice. TinCat Design reserves the right to make a surcharge of 2% per month interest to accounts which are not paid by this time.
9. As is normal professional practice within the design industry, once a client has an established credit account with TinCat Design, the project may be invoiced in stages e.g. Stage 1 Conceptual Design, Stage 2 Detailed Design and Design Development etc.
10. Additionally, TinCat Design reserves the right to invoice for any part works carried out including third party costs incurred on a project should the project be unable to be completed for any reason or has been delayed/put on hold by the client for a period of four weeks or more.
11. For any job for which TinCat Design is liable to expend a large sum of money in advance, TinCat Design reserves the right to request payment in advance from the Client.
12. Returned cheques will incur an additional fee of £50 per returned cheque. TinCat Design reserves the right to consider an account to be in default in the event of a returned cheque.
13. If at any point during the design or development cycle a client wishes to cancel, they may do so but will be invoiced an amount that TinCat Design judges to be proportional to the amount of work completed on the commission.
14. All creative work produced and devised during a project(s), creative, digital, software files and related correspondence remain the property – physically, intellectually and in copyright, of TinCat Design until full payment has been made on the Client's account, and all project costs have been cleared.

15. By supplying text, images and other data to TinCat Design for inclusion in the Client's printed material 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.
16. The Client agrees to fully indemnify and hold TinCat Design 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.
17. All initial concepts and ideas not accepted by the Client remain the copyright of TinCat Design.
18. It is the responsibility of the Client to seek copyright protection if desired for any creative/ intellectual property provided to the Client by TinCat Design
19. TinCat Design cannot guarantee the Client exclusivity of any marketing concept, strategy, design or other intellectual property provided. Therefore TinCat Design will not accept liability for any alleged claim from the Client or any Third Party as the result of unintentional similarity in part or whole of a Third Party's copyright protected or registered trademark or brand, identity, strapline, colour usage, image style and content, product or otherwise.
20. Images which are supplied by the Client must be of a quality suitable for use without any subsequent image processing, and TinCat Design will not be held responsible for any image quality which the client later deems to be unacceptable. TinCat Design cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.
21. TinCat Design will not include in its designs, any text, images or other data which 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. TinCat Design also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that TinCat Design does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the Client is obliged to allow TinCat Design to remove the contravention without hindrance, or penalty. TinCat Design is to be held in no way responsible for any such data being included.
22. Once final proofs have been signed off, TinCat Design cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product.
23. TinCat Design reserves the right to outsource any job if it is felt it is in the best interests of the Client. Any outsourced job remains the property/responsibility of TinCat Design and such services are deemed to be carried out 'indirectly' by TinCat Design.
24. TinCat Design will not be held financially responsible in any way for services not carried out/managed directly or indirectly by TinCat Design.
25. In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non payment of the Charges, for whatever reason), the parties shall attempt to resolve such dispute or difference in good faith or by mediation. It is the responsibility of the Client to inform TinCat Design immediately of any issue that may lead to a dispute (including but not limited to quality, service, cost, deadline).
26. Whilst taking every care to protect all media and correspondence supplied, TinCat Design cannot accept liability or be held responsible financially or otherwise for any loss.
27. Disclaimer: TinCat Design makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. TinCat Design will not be held responsible for any and all damages resulting from products and/or services it supplies. TinCat Design 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 TinCat Design responsible for any such loss or damage. Any claim against TinCat Design shall be limited to the relevant fee(s) paid by the Client.
28. TinCat Design reserves the right to the use any work carried out for the Client for self-promotion.
29. By commissioning TinCat Design, the Client is agreeing fully to its Trading Terms and Conditions.
30. These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. TinCat Design reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

