

Terms and Conditions of Service

The following Terms and Conditions of Service apply to all products and services provided by **Turchini Design Ltd (Turchini Design)**

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

Copyright of all graphic design work is retained by **Turchini Design** including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.

If multiple design concepts are submitted, only one concept is deemed to be given by **Turchini Design** as fulfilling the contract. All other designs remain the property of **Turchini Design**, unless agreed in writing that this arrangement has been changed.

Project Acceptance

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

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

Design Fees

Fees for design services to be provided by **Turchini Design** will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions.

Charges for other Services

Charges for any additional services over and above the estimated design, will become fully payable at the time of project acceptance.

Payment

Clients will normally be invoiced on completion of work on our standard 30 days terms. For larger projects, such as website development, we will require staged payment. This would normally be three equal payments at stages to be agreed with the client. All new clients are required to pay in full prior to **Turchini Design** commencing work.

Payments may be made by online transfer, cash or cheque. Publication and/or release of work undertaken by **Turchini Design** on behalf of the client may not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. **Turchini Design** reserves the right to consider an account to be in default in the event of a returned cheque.

Payment in full is required prior to artwork being sent to print.

Payment Default

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

Turchini Design shall be considered entitled to remove **Turchini Design** 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 client of its obligation to pay the due amount. Clients whose accounts become default agree to pay **Turchini Design** 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 **Turchini Design** 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 **Turchini Design** on behalf of the client, will remain the property of **Turchini Design Ltd** and/or its suppliers in accordance with the Copyright, Designs and Patents Act 1988.

The client may request in writing from **Turchini Design** the necessary permission to use materials (for which **Turchini Design** holds the copyright) in forms other than for which it was originally supplied, and **Turchini Design** 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 **Turchini Design**, the client grants **Turchini Design** permission to use this material freely in the pursuit of the design.

Should **Turchini Design** 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 **Turchini Design** to remove and/or replace the file on the site.

The client agrees to fully indemnify and hold **Turchini 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.

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 **Turchini Design** 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 **Turchini Design**, 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 **Turchini Design** 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.

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

Data Formats

The client agrees to **Turchini Design's** definition of acceptable means of supplying data to the company.

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

Images which are supplied in an electronic format, are to be provided in a format as prescribed by **Turchini Design** via CD-ROM, or electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and **Turchini Design** will not be held responsible for any image quality which the client later deems to be unacceptable. **Turchini Design** 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.

Design Project Duration

Any indication given by **Turchini Design** of a project's duration is to be considered by the client to be an estimate. **Turchini Design** 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 **Turchini Design** for the initial payment or by date confirmed in writing by **Turchini Design**.

Design Project Completion

Cancellation of orders may be made initially by telephone contact or e-mail, however, following this, **Turchini Design** will need formal notification in writing to the company's postal address.

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 **Turchini Design** within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Turchini Design Ltd

56 Bloomsbury Street, London WC1B 3QT

t. 020 7580 2600, hello@turchinidesign.co.uk, www.turchinidesign.co.uk

Website Design Only

Once web design is complete, **Turchini Design** will provide the customer with the opportunity to review the resulting work. **Turchini Design** 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 **Turchini Design** by e-mail or fax and confirmed by post.

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

Payment Design Credits

The customer agrees to allow **Turchini Design** Ltd to place a small credit on printed material, exhibition displays, advertisements and/or a link to **Turchini Design** Ltd's own website on the customer'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 customer also agrees to allow **Turchini Design** Ltd to place all designs on **Turchini Design**'s own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

Rights of Refusal

Turchini 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.

Turchini Design also reserves the right to refuse to include submitted material without giving reason.

In the situation where any images and/or data that **Turchini Design** does include in all good faith, and subsequently discovers is in contravention to such terms and conditions, the client is obliged to allow **Turchini Design** to remove the contravention without hindrance, or penalty. **Turchini Design** 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, **Turchini Design** will need formal notification in writing to the company's postal address.

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 **Turchini Design** within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

Turchini Design makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. **Turchini Design** will not be held responsible for any and all damages resulting from products and/or services it supplies.

Turchini 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 **Turchini Design** responsible for

any such loss or damage. Any claim against **Turchini Design** shall be limited to the relevant fee(s) paid by the client.

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

Turchini Design and its clients agree to comply with printers' terms and conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. **Turchini Design** recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

General

Turchini Design reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by **Turchini Design**, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at www.turchinidesign.co.uk

An estimate validated by confirmation of approval to proceed with the project by the client by e-mail or in writing 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 **Turchini Design**.

CREATIVE DESIGN SERVICES

Charges for creative design services to be provided by **Turchini Design** will be set out in the written estimate or quotation that is provided to the client.

Charges for creative design work do not cover the release of copyright design files including indd, psd, png, eps, jpg or any other source files; if the client requires these files they will be subject to a separate quotation or 'buy-out' charge.

Publication and/or release of work done by **Turchini Design** on behalf of the client may not take place before cleared funds have been received.

All design work will be proofed by the client and written approval given before **Turchini Design** will release it for publication or print. Whilst all efforts will be made by **Turchini Design** to ensure the accuracy of work, no liability can be accepted by **Turchini Design** for errors not highlighted by the client prior to written approval for publication or print.

Data formats

The client agrees to **Turchini Design**'s definition of acceptable means of supplying data to the company.

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

Images which are supplied in an electronic format are to be provided in a format as prescribed by **Turchini Design** via CD-ROM, or e-mail FTP. Images must be of a quality suitable for use without any subsequent image processing, and **Turchini Design** will not be held responsible for any image quality which the client later deems to be unacceptable.

Turchini Design 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.

WEBSITE DESIGN AND DEVELOPMENT

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

Once web design is complete, **Turchini Design** will provide the client with the opportunity to review the resulting work. **Turchini Design** 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 **Turchini Design** by e-mail.

Turchini Design 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.

Rights of access for website construction

The client agrees to allow **Turchini Design** 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 **Turchini Design** 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 **Turchini Design** with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Design credits

The client agrees to allow **Turchini Design** to place a small credit in the form of a link to **Turchini Design**'s 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 **Turchini Design** to place websites and other designs, along with a link to the client's site on **Turchini Design**'s own website for demonstration purposes and to use any designs in its own publicity and portfolios.



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