

Terms & Conditions

1. GENERAL

1.1 All and any business undertaken by 1977 Design Creative for the supply of goods or services shall be transacted subject solely to the conditions hereinafter set out. Each condition shall be deemed to be incorporated in and shall be a condition of any agreement between 1977 Design Creative and the Client. 1977 Design Creative's acceptance of the Client's order is conditional on the Client agreeing to contract subject to these Terms and Conditions to the exclusion of all others. By placing an order with 1977 Design Creative for goods or services the Client is presumed to have agreed all these Terms and Conditions without modification.

1.2 The unenforceability or invalidity of one or more of these Terms and Conditions or part thereof shall not affect the enforceability or validity of any other term or condition or remainder thereof.

2. 1977 DESIGN CREATIVE WORKING STAGES

2.1 1977 Design Creative have 6 key stages of working. The stages are to give an indication of the process a job will go through, but a specific job may not include some of these stage but also may include extra stages if necessary. The key stages are as follows:

2.1.1 Brief

A written brief must be supplied to 1977 Design Creative, detailing what is required in the job. 1977 Design Creative will then cost the job, according to the specified brief and, once those costs are agreed, ask you to sign an Approval of Service form (this is an agreement for 1977 Design Creative to complete the work specified in the Brief, for the supplied cost) before any work may commence. The costs supplied will be for the work specified in the supplied brief. Any work other than is specified in the supplied brief will be subject to further costs, to be agreed before completion of the work.

2.1.2 Design

Conceptual thinking in response to provided brief. 1977 Design Creative will supply a selection of design routes for the job (amount of routes to be specified in costs). The Design routes will be in direct response to the Brief supplied, and will be in answer to the Brief supplied. Once a particular route is agreed, either in writing or verbally, the Design stage is complete, the job moves into the Development phase and the Client is now liable for the Design costs previously agreed. Should the Client decide, after agreement on a chosen route, that more Design work is required then this work will be subject to further costs.

2.1.3 Development

Taking the chosen route and developing content into final design, via no more than three (3) rounds of amends. A round of amends consists of the client supplying either new content (text or imagery) and/or amends to current content at one specific time. Once the requested amends have been made and the amended work supplied to the Client that specific round of amends is complete. Any rounds of amends over the agreed three (3) rounds of amends will incur additional costs, to be agreed at the time. Once a final design is agreed we move into the Artwork stage – the Client is now liable for the Development costs.

2.1.4 Artwork

Final preparation of the job to print ready state, including one set of final Client text amends if necessary (*please note that 1977 Design Creative will make all possible checks to ensure everything is correct throughout each stage*). Once the final files are produced a complete version will be sent to the Client with an Approval of Artwork form. This form must be signed by the Client with authority to sign the job off and returned to 1977 Design Creative. 1977 Design Creative assume that any signatory of the approval form has the authority to sign off the work. Once this has been signed 1977 Design Creative hold no responsibility for any errors in content. The job will be released for Production on receipt of signed approval form – the Client is now liable for the cost of the Artwork phase.

2.1.5 Production

This is the stage where the actual job is printed or built (coded). A separate cost for all production will be supplied and agreed before any item is created.

2.1.6 Assessment

This stage is intended to give feedback on how the project went, if the objectives were achieved, how the relationship between 1977 Design and client worked and what can be improved for the next project

2.1.7 Extras

i.e. Illustration, photography, copywriting...etc

These items are costed additionally and are to be quoted and agreed where and when required.



3. COPYRIGHT

3.1 The copyright in all original designs, copywriting, illustrations, photographs, typographical arrangements or other artistic or literary works produced by 1977 Design Creative shall remain the property of 1977 Design Creative unless the transfer of the copyright to the Buyer is expressly agreed to in writing and signed by one of the Partners of 1977 Design Creative on its behalf. 1977 Design Creative is entitled to make an additional charge should such transfer be requested by the Client.

3.2 All work created by 1977 Design Creative shall always be credited to 1977 Design Creative. Should copyright be transferred to the Client 1977 Design Creative will still be credited as the designer of the work.

3.3 1977 Design Creative reserve the right to use all work created by 1977 Design Creative in their own marketing upon completion of the work, even if copyright has transferred to the Client.

3.4 All work completed by 1977 Design Creative remains the Intellectual Property of 1977 Design Creative unless the transfer of the Intellectual Property to the Client is expressly agreed to in writing and signed by one of the Partners of 1977 Design Creative on its behalf.

3.5 Any design material created in the process of reaching the final product/design remains the property of 1977 Design Creative and is not included in the cost of the job. Payment for a job entitles the client to exclusive use of the final product/design.

4. NON-DISCLOSURE AGREEMENT

All meetings and discussions held by 1977 Design Creative and the Client are subject to a Non-Disclosure Agreement. The Client agrees that any discussions regarding ideas, concepts, designs, external suppliers, for work may not be discussed with any person/company other than those in the discussion. All meetings, including creative pitches, are subject to a Non-Disclosure Agreement and are confidential.

5. COST VARIATION

5.1 All costs are supplied for the work detailed in the costs supplied, and any further work over that detailed will incur extra costs. Estimates and quotations are based on the current costs of production and are subject to amendment by 1977 Design Creative after acceptance to meet any rise or fall in such costs.

5.2 Costs are supplied in good faith but should be treated as estimated costs only. If the cost of a job alters then it is the responsibility of 1977 Design to inform the client when the costs change so the client can confirm approval of the new costs.

5.3 Upon client request, a job that needs completing quickly (within 24 hours) which was previously not booked into 1977 Design Creative will be charged as 'rush'. 'Rush' indicates that 1977 Design Creative make the job a priority within the studio, and endeavour to achieve given deadline. As standard 'rush' is charged at an extra 100% of the previously supplied cost on top of that original cost.

6. VALUE ADDED TAX

Prices quoted are exclusive of Value Added Tax, which will be added at the rate ruling at the date of invoice.

7. PRELIMINARY WORK

Work carried out whether experimentally or otherwise at the Client's request will be charged, unless agreed otherwise prior to commencement of job.

8. CANCELLATION

Should any jobs which have been briefed to 1977 Design Creative be cancelled by the client, through no fault of 1977 Design Creative, then the client is responsible for all costs, charges and expenses that have been reasonably incurred or committed to by 1977 Design Creative in the design and production of the job to the time of cancellation.

TERMS AND CONDITIONS (cont.)

9. EXCLUSIVITY

1977 Design Creative reserve the right to work with Clients who work within the same industries upon the guarantee that all discussions between 1977 Design Creative and Client are confidential.

10. PROOFS

10.1 Author's corrections, including alterations in style, and the cost of additional proofs necessitated by such corrections will be charged extra. Proofs of all work may be submitted for the Client's approval and in that event no responsibility will be accepted for any errors in them not corrected by them.

10.2 1977 Design Creative will supply paper stock supplies for approval by Client.

10.3 1977 Design Creative cannot guarantee exact colour/finish match to proof unless wet proofs/running sheets are paid for on the job. This involves the actual content of job being printed onto the specific paper stock, on the specific printing press. 1977 Design Creative recommends paying the extra cost for wet proofs, to achieve a more accurate print quality. Should the Client deem this unnecessary 1977 Design Creative holds no responsibility for colour/finishes matching to proofs.

11. DELIVERY AND RISK

11.1 Time of delivery shall not be of the essence and dates of delivery quoted by 1977 Design Creative are estimates only although 1977 Design Creative will use its best endeavours to meet such estimated dates. 1977 Design Creative shall not be liable for any loss or damage whatsoever arising from late delivery howsoever caused.

11.2 If 1977 Design Creative agrees to make expedited delivery any consequential overtime or other additional cost shall be charged to the Buyer.

11.3 1977 Design Creative shall not be obliged to make deliveries to the Buyer while the Buyer is in arrears with any payments to 1977 Design Creative.

11.4 In the case of force majeure or other unforeseeable events beyond 1977 Design Creative's control, all agreed delivery dates shall be reasonably extended.

11.5 Risk shall in all cases pass to the Buyer when the Buyer takes delivery of the work.

12. PAYMENT

12.1 Payment of invoices shall, unless otherwise agreed in writing, be made in full within thirty (30) days of the date of the invoice. Time of payment shall be of the essence of all the contracts between the Client and 1977 Design Creative to which these conditions apply. 1977 Design Creative reserves the right to suspend the provision of software, hardware or services to the Client where any amounts are overdue under any contract with the Client until all such amounts have been paid. The Client shall not be entitled to withhold payment of any amount due to the 1977 Design Creative by reason of any set-off, counterclaim, abatement or analogous deduction.

12.2 If, for the period of thirty (30) days or more, work is suspended at the request of the Client or delayed through any default of the Client, 1977 Design Creative shall be entitled to payment for work already carried out and for materials specially ordered for Client and such payment shall become due at the expiry of such period of 30 days.

12.3 Interest shall be payable on overdue accounts at a rate of 2% over the base rate of Lloyds TSB PLC from time to time from the due date for payment until receipt by 1977 Design Creative of the full amount and shall accrue at such rate after as well as before any judgement.

13. PROPERTY

13.1 When the buyer is the ultimate user Property shall pass when Client takes delivery of the work or has been notified by 1977 Design Creative that the work is completed.

13.2 Where the Client is an intermediary acting in law either as principal or agent. Property shall not pass until payment for the work has been made in full. Cheques and other bills of exchange shall not constitute payment until and unless they have been presented for payment without dishonour. From delivery until payment the work must be stored and/or identified in such a way that it is identifiable as the property of 1977 Design Creative.

14. WARRANTY AND LIABILITY

14.1 1977 Design Creative shall under no circumstances be liable for any incidental consequential or special damages whatsoever or for any damage to property howsoever caused or any damage or loss whatsoever resulting from defects in materials or workmanship.

14.2 1977 Design Creative shall not be liable for any indirect loss whatsoever or third party claims occasioned by delay in completing work.

14.3 1977 Design Creative shall not be liable for damages or losses occurring in transit or for any loss whatsoever arising from delay in transit.

14.4 1977 Design Creative liability shall be limited to the terms and conditions set forth herein and any express or implied condition, statement or warranty whatsoever not stated herein is hereby excluded in so far as such exclusion is permitted by statute.

14.5 1977 Design Creative holds no responsibility for the copyright or usage rights of any materials supplied by the buyer, which include but is not exclusive to photography, illustration, copywriting and designs.

15. VARIATIONS IN QUANTITY

Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon margins of 5 per cent for printed work in one colour only and 10 per cent for other printed work being allowed for over or shortage, the same to be charged or deducted.

16. CLAIMS

Claims arising from damage, delay or partial loss of goods in transit must be made in writing to 1977 Design Creative and the carrier so as to reach 1977 Design Creative and the carrier within three days of delivery and claims for non-delivery within seven days of despatch of the goods. All other claims must be made to 1977 Design Creative within ten days of delivery.

17. STANDING MATTER

Metal, film, glass and other materials used by 1977 Design Creative in the production of type, plates, stereotypes, electrotypes, film setting, negatives, positives and the like shall remain the exclusive property of 1977 Design Creative.

18. CLIENT'S PROPERTY

Client's property and all property supplied to 1977 Design Creative by or on behalf of the Client will be held, worked on, and carried at Client's risk.

19. MATERIAL SUPPLIED BY CLIENT

19.1 Should the Client supply materials, which include but is not exclusive to photography, illustration, copywriting and designs, all copyright and usage rights for these items are to be the responsibility of the buyer. 1977 Design Creative holds no responsibility for the copyright or usage rights of any materials supplied by the buyer.

19.2 1977 Design Creative may reject any paper, plates or other materials supplied or specified by the Client which appear to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged.

19.3 When materials are so supplied or specified responsibility of defective work will not be accepted unless this is due to the failure to use reasonable skill and care.

19.4 Quantities of materials supplied shall be adequate to cover normal spoilage.

20. GENERAL LIEN

Without prejudice to other remedies, 1977 Design Creative shall in respect of all unpaid debts due from the Client have a general lien on all goods and property in our possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as 1977 Design Creative think fit and to apply any proceeds towards such debts.

21. ILLEGAL MATTER

21.1 1977 Design Creative shall not be required to print any matter, which, in the opinion of 1977 Design Creative, is or may be of an illegal or libellous nature.

21.2 1977 Design Creative shall be indemnified by the Client in respect of any claims, cost and expenses arising out of any libellous matter printed for the Client or any infringement of copyright, patent or design.

22. FORCE MAJEURE

Every effort will be made to carry out the contract but its due performance is subject to cancellation by 1977 Design Creative or to such variation as 1977 Design Creative may find necessary as a result of inability to secure labour, materials or suppliers or as a result of any Act of God, War, Strike, Lockout or other Labour Dispute, Fire, Flood, Drought, Legislation or other cause beyond our control.

23. SEVERABILITY

If any part of these Conditions is held to be invalid, illegal or unenforceable in any respect, whether in whole or in part, then such part shall be severed from the remainder of the Conditions which will continue to be valid and enforceable to the fullest extent permitted by Law and such invalidity, illegality or unenforceability shall not prejudice the effectiveness of the rest of these Conditions or the remainder of any part of the Condition affected.

24. LAW

These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.

25. STORAGE

This quotation does not allow for extended storage of the Client's materials or the finished product. We are prepared to negotiate separate arrangements should they be necessary.