

Terms

typeface[™]

Thank you for choosing to work with Typeface

Before we get started, **please read this document carefully**, before filling out the supplied New Customer form.

Terms & Conditions

The following Terms and Conditions of Service apply to all products and services provided by Typeface Creative Ltd.

All work is carried out by Typeface Creative on the understanding that the client has agreed to our terms and conditions.

Copyright is retained by Typeface Creative 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 designs is presented and one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of Typeface Creative, unless specifically agreed in writing.

Project Acceptance

At the time of proposal, Typeface Creative will provide the customer with a written estimate or quotation by email.

Once accepted by the customer, Typeface Creative will provide a working contract for the client to sign before work begins.

Initial Payment

Charges for design services to be provided by Typeface Creative 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, a non-refundable payment of 50% of the quoted fee will become immediately due.

Unless agreed otherwise with the Client, all design services require an advance payment of 50% of the project quotation total before work begins.

The remaining 50% of the project quotation total will be due upon completion of the work prior to upload to the client's or release of materials.

Source Files

Typeface will supply proofs and PDF files as appropriate for printing, or other graphic files as detailed in the job scope or request.

Charges for design work do not cover the release of our copyright design source files, including but not restricted to Adobe source files such as Illustrator, Photoshop or Indesign or other source files or raw code; if the Client requires these files for transfer to an in-house or other designer, they will be subject to a separate quotation or 'buy-out' charge. This would typically be two day's studio time.

Payment

The customer will be provided with an Approval Form or Proof Email, and an 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 or signify approval by email to Typeface Creative.

Any invoice queries must be submitted by email within 14 days of the invoice date.

Payments made by cheque must be previously agreed and may be subject to an administration charge. Cheques should not be sent in regular mail unless sent recorded delivery.

Work may not be published or released by Typeface Creative on behalf of the client, before cleared funds have been received.

Backup of work

Unless otherwise agreed, Typeface Creative will archive client work periodically but no backups are guaranteed to be held beyond 12 months.

Copyrights and Trademarks

By supplying text, images and other data to Typeface Creative for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Typeface Creative on behalf of the customer outside the scope of a project, for example to supplement client supplied copy, will remain the property of Typeface Creative and/or its suppliers unless otherwise agreed in writing. A licence for use of the copyright material is granted to the customer solely for the project defined in the scope or request and not for any other purpose.

The customer may request in writing from Typeface Creative, the necessary permission to use materials (for which Typeface Creative holds the copyright) in forms other than for which it was originally supplied, and Typeface Creative may, at its discretion, grant this and may charge for the additional usage. Such permission must be obtained in writing before any of the aforesaid artwork, images, text, or other data is used.

Any software, code, plugin or other third party material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the client, not Typeface Creative.

Should Typeface Creative, or the customer 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 customer will agree to allow Typeface Creative to remove and/or replace the file on the site.

Alterations

The customer agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge.

The customer also agrees that Typeface Creative holds no responsibility for any amendments made by any third party, before or after a design is published.

Third Party Plugins

Typeface Creative can not be held liable for updates or future security issues with third party plugins.

Typeface Creative can not be held liable for compatibility issues with plugins added by the client after a website has been published.

Supplied Content Formats

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

Text is to be supplied to Typeface Creative in electronic format as standard text (.txt), MS Word (.docx).

Images must be of a quality suitable for use without any subsequent image processing, and Typeface Creative will not be held responsible for any image quality which the client later deems to be unacceptable.

Typeface Creative cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Design Project Duration

Any indication given by Typeface Creative of a design project's duration is to be considered by the customer to be an estimation. Typeface Creative cannot be held responsible for any project overruns, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Typeface Creative for the initial payment or by date confirmed in writing by Typeface Creative.

Deadlines

If applicable, deadlines must be agreed upon before a project begins. If a deadline is to be adjusted after a project begins, the client understands that this could incur a fee.

Design Project Completion

Typeface Creative considers the design project complete upon receipt of the customer's signed Approval form or a signoff email.

Website design

Typeface Creative require that a template design is approved by the customer before coding of a site commences. Once the template(s) for the web site are approved by the customer, coding will commence; any structural changes to the template may incur an additional charge.

Once web design is complete, Typeface Creative will provide the customer with the opportunity to review the resulting work. Minor changes include small textual changes and small adjustments to placement of items on the page may take place at this stage Any minor changes can be notified to Typeface Creative by e-mail.

Hosting websites

Currently, Typeface Creative does not offer website hosting services, but will guide clients through the setup process if needed. Typeface can also supply clients with a list of recommended hosting suppliers.

Domain Registration

Typeface Creative cannot guarantee the availability of any domain name. For ownership purposes, it is preferred that the client register their domain name themselves. Typeface Creative can help the client through this process.

Search Engine Submission

Typeface Creative builds its websites to best practice standards. Websites are built in a way that complements ongoing SEO projects and campaigns. If further optimisation is required, Typeface Creative can supply the client a list of trusted suppliers.

Typeface Creative does not guarantee Google placement.

Rights of Refusal

Typeface Creative 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.

Typeface Creative also reserves the right to refuse to include submitted material without giving reason.

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Typeface Creative 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.

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