

SpiralCreations

TERMS AND CONDITIONS

Customer is acknowledged as 'Client'.

The term 'Project' refers to any requested task or tasks to be performed and completed by SpiralCreations.

All services provided by SpiralCreations to the Client are subject to the following terms and conditions:

1. Acceptance:

Requesting work from SpiralCreations indicates agreement to and acceptance of these Terms and Conditions.

2. Fees and Payment:

SpiralCreations shall discuss with Client any and all preferences for a project and the requested time frame for project completion, and any other information which will affect the final costs. Before starting work, SpiralCreations will present Client with a proposal, seek Client's feedback and await Client's approval. At SpiralCreations' discretion, a deposit of 50% may be required before work begins. Clients are responsible for all time expended and incurred by SpiralCreations under this agreement. Clients are also responsible for expenses paid by SpiralCreations, and SpiralCreations may, at its sole option, require the Client to advance the out of pocket expenses or to pay them directly to the providers. All graphic/printing services are non-refundable.

Other possible ways of payments can be discussed.

SpiralCreations will not release completed artwork until invoice is paid in full.

Complete quotations will be provided on request, and are valid for 30 days from the date of issue.

All invoiced charges are to be paid in British Pounds and are to be made payable to SpiralCreations via a verified PayPal account or bank/money transfer.

SpiralCreations reserves the right to adjust any price given within a quotation where the demands of the Client have exceeded the initial agreement. Clients will be notified if actual cost will exceed the original quoted amount.

Publication and/or release of work done by SpiralCreations for the Client, may not take place before cleared funds have been received.

3. Design Project Duration:

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

4. Design Project Completion:

SpiralCreations considers the design project complete upon full payment from the Client. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

5. Design Credits:

The Client agrees to allow SpiralCreations to place a small credit on their 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 SpiralCreations to place websites and other designs, along with a link to the client's site on SpiralCreations' own website for demonstration purposes and to use any designs in its own publicity.

6. Rights of Refusal:

SpiralCreations will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal.

SpiralCreations reserves the right to turn down a Client at any time, without reason.

7. Termination of Project:

Termination of a project may be requested by the Client via email, telephone or written request. The Client will be required to pay for all charges incurred on the project prior to the termination date.

Remember if payment has already been made, services are non-refundable unless the project was not started on.

8. Copyright and Trademarks:

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to SpiralCreations for inclusion in any design project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend SpiralCreations from any claim or suit arising from the use of such elements furnished by the Client.

Any artwork, images, or text supplied and/or designed by SpiralCreations for the Client will remain copyright and the property of SpiralCreations until payment has been received in full.

9. General:

SpiralCreations shall guarantee confidentiality to the Client regarding any information passed as part of the design process.

SpiralCreations reserves the right to retain and publish any non-confidential designs as part of our portfolio or promotional campaigns.

SpiralCreations reserves the right to change, at any time without notification, the terms and conditions.

SpiralCreations will not be held responsible for any errors on print projects after the time of Client approving the proof/visual.

Agreeing to conduct work with SpiralCreations indicates Client has read and understood the Terms and Conditions for service provided by SpiralCreations and agree to fully abide by them without exception.

Email: info@spiralcreations.co.uk

Website: <http://www.spiralcreations.co.uk>

Last updated: 25/01/2011