

TERMS & CONDITIONS

The following Terms and Conditions of Service apply to all artwork, graphic design, print and services provided by Natalie Knowles (Graphic Designer).

1. Acceptance of Quotation and Terms and Conditions

(1.1) The placement of an order for design and/or any other services offered by Natalie Knowles and validated by either the Client's signature on the estimate or quotation or written and timestamped electronic mail stating acceptance of the initial estimate or quotation, 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 Client and Natalie Knowles.

(1.2) All work is carried out by Natalie Knowles on the understanding that the Client has agreed to abide by the following terms and conditions.

(1.3) Natalie Knowles holds no responsibility for any amendments made by any third party, before or after a design is published.

(1.4) The licensing and/or copyright ownership will be an explicit part of the contract.

2. Quotations

(2.1) Pricing estimates are made on a case by case basis, giving consideration to: the scope of the project and the timings of a project.

(2.2) Quotations are valid for a period of 30 days. After this time, new rates may apply. These could be higher than those originally quoted.

(2.3) A copy of the written estimate or quotation is to be signed and dated by the Client to indicate acceptance and should be returned to Natalie Knowles. Alternatively, the Client may send an official order in reply to the estimate or quotation which binds the Client to accept Natalie Knowles's terms and conditions. A signed acceptance is needed for work to commence.

(2.4) Natalie Knowles can work on a freelance basis for a daily rate that will be agreed in writing before the work commences.

3. Payment

(3.1) Payment is preferred by bank transfer.

(3.2) Payment is due no later than 28 days from date of invoice unless otherwise agreed.

(3.3) Payment for projects is split into two payments as standard (20% deposit required upfront ahead of project beginning and 80% on project culmination, in order to secure delivery of the final project assets).

(3.4) In certain cases where agreed in advance and in writing, payments may be made in instalments over the duration of a project.

(3.5) The deposit is non refundable but does count towards the total sum invoiced on the project.

(3.6) Where indicated in the estimate, at the time of the Client's signed acceptance, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 20% (unless agreed otherwise) of the quoted fee will become immediately due. Work on the project will not commence until Natalie Knowles has received this deposit.

(3.7) Payment for work completed may be made either through a single payment or through instalments in a way that fits in with the Client's payment system. Frequently and method to be agreed at the outset.

(3.8) If a project has to be put on hold for any given reason, the project will be treated as 'dormant' until further written notice and no further work will take place. The Client will be invoiced for the work done so far on the project. If a project is made dormant for more than 3 months, the contract will need to be renegotiated.

(3.9) On supply of the final artwork to the Client, the remainder of the fees due will become payable.

(3.10) Publication and/or release of work done by Natalie Knowles on behalf of the Client, may not take place before funds have cleared.

(3.11) All payment details, pricing, estimates and proposals created by Natalie Knowles are confidential and remain the property of Natalie Knowles.

(3.12) Prices as quoted on the website, in person or in estimates or proposals are final and non-negotiable unless otherwise stated in writing by Natalie Knowles.

4. Late Payments

(4.1) Any payments that are made later than the 28 day period may incur a standard 8% interest rate, plus the Bank of England base rate for business to business transactions (currently 0.5%).

5. Additional Work

(5.1) Once a project brief has been agreed, contracted and signed for, any other changes or extras will be considered work additional to the original contract. Such additional work will need to be contracted and a typical hourly rate for this is £30 per hour.

(5.2) Costs for additional work will be estimated case by case, based on the scope of work to be done, additional resources required, timings for project and overall project size and progress.

6. Cancellation

(6.1) Cancellation of orders will need to be confirmed in writing (post or email).

(6.2) Should a project be cancelled by the Client before completion, the Client must pay in full within 28 days for any work that is either in progress or completed.

(6.3) By paying the deposit for a project with Natalie Knowles you are agreeing to the terms and conditions of the contract.

7. Service

(7.1) All new requests via email are responded to within 7 days. If you do not hear from me in this time and want to ensure your message has been received, please feel free to follow up your message.

(7.2) Where the Client supplies Natalie Knowles with any image assets the Client undertakes to supply these at appropriate quality for the work to be done.

8. Copyright

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

(8.2) The Client will only supply text, images and other data to Natalie Knowles for which the Client holds the appropriate copyright and/or trademark permissions.

(8.3) By supplying images, text, or any other data to Natalie Knowles, the Client grants Natalie Knowles permission to use this material in order to fulfil the contract.

(8.4) The Client grants Natalie Knowles the permission to display the work in her portfolio unless otherwise agreed.

(8.5) Should Natalie Knowles, or the Client supply an image, text 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 Natalie Knowles to remove and/or replace the file at no cost.

(8.6) The Client agrees to fully indemnify and hold Natalie Knowles free from harm in any and all claims resulting from the Client not having obtained all the required copyright, and/or any other necessary permissions.

9. Licensing

(9.1) Any work done by Natalie Knowles for the Client is expressly for the purposes stated in the contract and may not be modified, re-used, or re-distributed in any way or form without the prior written consent of Natalie Knowles.

10. Rights of Refusal

(10.1) Natalie Knowles will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal.

(10.2) All advertising material must conform to all standards laid down by all relevant advertising standards authorities.