



**terms and
conditions.**



The following terms and conditions apply to all products and services provided by 89 Design. All work is carried out by 89 Design on the understanding that the client has agreed to these terms and conditions in full.

Definitions and Interpretation.

- **The Agreement** means the detail of agreement between the Client and the Designer consisting of:
 - (a) These terms and conditions
 - (b) Any statements of work agreed between the parties
 - (c) Any schedules of work agreed between the parties
 - (d) Any amendments to the Agreement
- **The Client** means the person, business, establishment or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 requiring the services of the Designer.
- **The Designer** means Dan Miller (trading as 89 Design).
- **Working Day** means a day other than a Saturday, Sunday or public holiday in England.
- **Effective Date** the date from which all the contractual rights and obligations begin and from which point the project commences.

Proposal.

Charges for any services provided by the Designer will be set out in the written estimate or quotation that is provided to the client. The proposal will be dated and is valid for a period of 30 days from that date. Acceptance of proposal can be through a purchase order, e-mail, message or verbal.

In the event the Client does not execute this agreement within the time identified, the proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

Fees and Charges.

All invoices are payable in full within 30 days from the date of the invoice. Accounts unpaid 30 days after the date of invoice will be considered in default.

The Designer reserves the right to charge for costs and expenses incurred in recovering late payments, and to charge interest on overdue amounts at the rate in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

Additional Charges.

The pricing includes The Designer's fee only. Any additional costs including, but not limited to, printed materials, artwork, photography and digital media licences, courier and shipping services, will be billed to Client unless specifically otherwise provided for in the Proposal.

Changes.

Unless otherwise provided in the Proposal, the Client shall pay additional charges for changes requested by the Client which are outside the scope of the Services on a time and materials basis, at the Designer's standard hourly rate. Such



charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein.

The Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

If the Client requests or instructs substantial changes to the Deliverables, and or the value or scope of the Services, the Designer shall be entitled to submit a new and separate Proposal to the Client for approval.

Delivery.

The Designer will deliver the completed Project to the Client by way of e-mail, file transfer or other suitable method selected by the Designer.

If the Client requires the completed Project to be loaded onto a file server, the Client is responsible for ensuring that the intended file server or disk space on the file server is of sufficient capacity and correctly configured.

Client's Responsibilities.

The Client acknowledges that they shall be responsible for performing the following in a reasonable and timely manner:

- (a) Co-ordination of any decision-making with parties other than the Designer.
- (b) Provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal.
- (c) Final review and/or proof-reading and provision of written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Designer.

In the event that the Client has approved the Deliverables, but errors — such as, by way of example, but not limited to, typographic errors or misspellings — remain in the finished product, the Client shall incur the cost of correcting such errors.

The Client acknowledges and agrees that the Designer's ability to meet any and all schedules is entirely dependent upon the Client's prompt performance of their obligations to provide materials and written approvals and/or instructions pursuant to the Proposal, and that any delays in the Client's performance or Changes in the Services or Deliverables requested by the Client may delay delivery of the Deliverables. Any such delay caused by the Client shall not constitute a breach of any term, condition or the Designer's obligations under this Agreement.

The Client warrants that:

- (a) Client owns or has licence to all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content.
- (b) To the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties.
- (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials.
- (d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

Designer's Responsibilities.

The Designer will provide the Services identified in the Agreement in a



professional manner and in accordance with all reasonable professional standards for such services.

The Designer reserves the right to engage and/or use third party designers or other service providers as independent contractors in connection with the Services. The Designer shall remain fully responsible for such contractors' compliance with the various terms and conditions of this Agreement.

The Designer will exercise commercially reasonable efforts to review and check all Deliverables and to make all necessary corrections prior to providing Deliverables to the Client. The Client, within five business days of receipt of each Deliverable, shall notify the Designer in writing of any errors. In the absence of written notice from Client, the Deliverable shall be deemed accepted.

The Designer warrants that:

- (a) With the exception of third party materials and Client Content, the final Deliverables shall be the original work of the Designer and/or their independent contractors.
- (b) Where necessary, all licences, rights, title and interest in Deliverables have been secured.
- (c) To the best of the Designer's knowledge, the final Deliverables provided does not infringe the rights of any party and use of same will not violate the rights of any third parties.

In the event the Client or third parties modify or otherwise uses the Deliverables outside of the scope identified in the Proposal or this Agreement, or contrary to the terms and conditions noted herein, all representations and warranties of the Designer shall be void.

Term and Termination.

This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

This Agreement may be terminated at any time by either party, effective immediately upon notice in writing, or the mutual agreement of the parties, or if any party:

- (a) Becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors.
- (b) Breaches any of its material responsibilities or obligations under this Agreement, which is not remedied within 10 days from receipt of written notice of such breach.

In the event of termination, the Client shall pay all fees together with any Additional Costs incurred through and up and including the date of cancellation.

Confidentiality.

Each party acknowledges that, in connection with this Agreement, they may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works (Confidential Information).

Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority.

Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no



fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

Intellectual Property Rights.

The Client undertakes to secure all copyright and any other appropriate licences, clearance or consents where required for the content and materials to be used during the Project.

The Client grants to the Designer for the term of this Agreement a non-exclusive, revocable, royalty-free licence to use their name, logos, trademarks or devices ('Intellectual Property') for the purposes of creating the Project. Neither party shall make any claim to the other party's content, materials or services during or after the expiry of this Agreement.

The copyright and any other intellectual property rights to any designs/materials created by the Designer shall remain with the Designer until payment in full has been made. The Designer reserves the right to display any work created for advertising, promotional and corporate materials related to the Designer's services. Any ideas, concepts or designs put forward by the Designer to the Client, which are either rejected by the Client or which do not form part of the final implemented Work, for any reason are confidential and remain the property of the Designer unless otherwise agreed in writing.

Indemnification/Liability.

The Client agrees to indemnify, save and hold harmless the Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of The Client's responsibilities or obligations.

The services and work product of the Designer are sold as is. In all circumstances, the total aggregate liability of the Designer for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid in respect of the Services which are the subject of any such claim. In no event shall the Designer be liable for any lost data, content, profits, business interruption or for any indirect incidental, special consequential exemplary or punitive damages arising out of or relating to the materials or services provided by the Designer.

Personal Information (Data Protection).

All personal data that the Designer may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (GDPR) and the Client's rights under the GDPR.

For complete details of the Designer's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Designer's Privacy Notice.

Force Majeure.

Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil disorder or industrial dispute. If such delay or failure continues for a period of at least 30 days, the party not subject to the force majeure shall be entitled to terminate this Agreement by notice in writing to the other.



Law and Jurisdiction.

This Agreement shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.