



Touch Creative Design Ltd
Basbow House
Basbow Lane
Bishop's Stortford
Hertfordshire CM23 2TW

Company Reg No: 5938761
VAT Reg No: 870 4078 24

Terms and Conditions

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

In these Terms and Conditions, the "Client" or "Customer" means the person, firm or company who commissions the services of Touch Creative Design Ltd or "the Company".

All work is carried out by Touch Creative Design Ltd on the understanding that the Client has agreed to Touch Creative Design Ltd's Terms and Conditions.

Copyright is retained by Touch Creative Design Ltd on all design work including but not limited to words, pictures, ideas, visuals and illustrations (unless specifically released in writing) and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by Touch Creative Design Ltd as fulfilling the contract, all other designs remain the property of Touch Creative Design Ltd unless otherwise agreed in writing.

Invoicing

The client agrees to pay for all products and services provided by Touch Creative Design Ltd directly. Touch Creative Design Ltd will not invoice a third party client without prior written agreement, before commencement of any work, and will only do so if written agreement is obtained directly from that third party Client.

Estimates & Project Acceptance

At the time of proposal, Touch Creative Design Ltd will provide the Customer with a budget estimate or quotation. The latest Terms and Conditions can be read on Touch Creative Design Ltd's website. Where a Client does not request a budget estimate, or does not provide sufficient information for a full budget estimate to be provided, time will be charged on an hourly basis at the set Client rate, all time is reconcilable at the end of a project. Any quotation given by Touch Creative Design Ltd relating to the price of the services and the time or period for delivery of the services or otherwise is based on the relevant conditions and information known to Touch Creative Design Ltd at the time and does not constitute an offer. Unless previously withdrawn or otherwise agreed in writing, any quotation shall be valid for a period of 30 days, or if different for the period stated in the quotation. However all quotations and orders are subject to withdrawal or alteration in whole or in part by Touch Creative Design Ltd at any time.

The budget estimate or quotation is to be agreed in writing by the Client to indicate acceptance, the client may send an official order in the form of a Purchase Order number or document or written agreement in an email in reply to the estimate or quotation which binds the client to accept Touch Creative Design Ltd's Terms and Conditions. No work on a project will commence until agreement has been received by Touch Creative Design Ltd. If the client places verbal orders, Touch Creative Design Ltd shall be entitled to ask the client to confirm any order in writing or will confirm back to the client that a verbal order has been agreed.

All costs exclude VAT, which will be charged at the appropriate rate or rates.

Design Charges

Touch Creative Design Ltd reserves the right to request advance payment from the Client for the total amounts due for the Services in respect of external third party costs and initial design work. Touch Creative Design Ltd shall be entitled to await payment in full before commencing the Services.

Payment

All credit accounts shall be paid up on or before the 30th day after the date of the invoice. Touch Creative Design Ltd reserve the right without notice to charge interest on past due balances at the rate of 2.5% per month while the account remains unpaid. Touch Creative Design Ltd reserve the right to refuse completion or delivery of work until past due balances are paid.

Publication and/or release of work done by Touch Creative Design Ltd on behalf of the client, may not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. Touch Creative Design Ltd reserves the right to consider an account to be in default in the event of a returned cheque.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Touch Creative Design Ltd shall be

considered entitled to remove Touch Creative Design Ltd's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Touch Creative Design Ltd reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to Touch Creative Design Ltd 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 Touch Creative Design Ltd on behalf of the customer, will remain the property of Touch Creative Design Ltd and/or its suppliers.

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

By supplying images, text, or any other data to Touch Creative Design Ltd, the customer grants Touch Creative Design Ltd permission to use this material freely in the pursuit of the design.

Should Touch Creative Design Ltd, 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 Touch Creative Design Ltd to remove and/or replace the file.

The customer agrees to fully indemnify and hold Touch Creative Design Ltd free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

Revisions & Alterations

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. Time quoted allows for 2 sets of minor copy revisions after initial layout, unless otherwise agreed on the assumptions of that particular project estimate. All initial content should be supplied as approved copy in editable electronic format, anything not provided in that format may be liable to an additional time charge.

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

Errors & Omissions

It is the client's responsibility to check PDF proofs carefully for accuracy in all respects. Touch Creative Design Ltd is not liable for errors or omissions. Written confirmation of approval to go to print is required from the client. If approval is given verbally, Touch Creative Design Ltd reserve the right to request approval in writing or to reply to the client via email confirming verbal approval has taken place.

Property and Suppliers performance

Touch Creative Design Ltd will take all reasonable precautions to safeguard property entrusted to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorised use by others of such property. We will use our best efforts to ensure quality and timely delivery of all printed matter. Although we may use our best efforts to guard against any loss arising from the failure of our suppliers, media, or others to perform in accordance with their commitments, Touch Creative Design Ltd is not responsible for failure on their part. We cannot in any way be held responsible for quality, price, performance or delivery of materials made or supplied by others where the work has been placed directly by the client.

Licensing

Any design, copywriting, drawing, idea or code created for the customer by Touch Creative Design Ltd, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Touch Creative Design Ltd and any of its relevant sub-contractors.

All design work- where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Touch Creative Design Ltd will not be held responsible for any and all damages resulting from such claims. Touch Creative Design Ltd is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Touch Creative Design Ltd responsible for any such loss or damage. Any claim against Touch Creative Design Ltd shall be limited to the relevant fee(s) paid by the customer.

Data Formats

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

Text is to be supplied to Touch Creative Design Ltd in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, FTP or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by Touch Creative Design Ltd via CD-ROM, FTP or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Touch Creative Design Ltd will not be held responsible for any image quality which the client later deems to be unacceptable. Touch Creative Design Ltd cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches and purchases, media conversion, digital image processing, or data entry services.

Project Duration

Any indication given by Touch Creative Design Ltd of a design project's duration is to be considered by the customer to be an estimation. Estimates are based upon a reasonable time schedule, and may be revised to take into consideration your priority scheduling requests requiring overtime and/or weekend working. Knowledge of your deadlines is essential to provide an accurate estimate. Estimates assume work will be completed within the same financial year that they commence, unless otherwise agreed.

In addition, third party suppliers may charge additional 'rush' charges in respect of work required in a hurry. In general, the client needs to allow 7-10 working days for standard litho print items (more complicated items/finishing may require extra time) and 3 working days for digital print production, though printing can be completed more quickly it will be determined by the project specification and may incur additional charges.

Rights of Access for Website Construction

The client agrees to allow Touch Creative Design Ltd all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow Touch Creative Design Ltd access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply Touch Creative Design Ltd with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Website Design Only

Once web design is complete, Touch Creative Design Ltd will provide the customer with the opportunity to review the resulting work initially in PDF format. Only once the static PDF pages have been approved will website construction begin. If navigation changes are required after approval of the PDF and once website construction has begun, the client may be liable to any additional cost implications arising from this request. Any additional minor text or image changes required to the live test site will be charged on an hourly rate basis. The client is responsible for approval of the test site before it goes live.

Hosting websites

Touch Creative Design Ltd offers hosting services via a third party supplier. The third party contract terms apply to client websites hosted by Touch Creative Design Ltd and can be made available on request. Where Touch Creative Design Ltd suggest possible sub-contractors, they do not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Touch Creative Design Ltd may request that clients change the type of hosting account used if that account is deemed by Touch Creative Design Ltd to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website.

Domain Registration

Touch Creative Design Ltd cannot guarantee the availability of any domain name. Where Touch Creative Design Ltd is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration until confirmed in writing.

Fees for domain registration will be charged annually or biannually until cancelled in writing by the client. Charges will be incurred up to the point of cancellation.

Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, Touch Creative Design Ltd cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another.

Design Credits

The customer agrees to allow Touch Creative Design Ltd to place a small credit on printed material, exhibition displays, advertisements and/or a link to Touch Creative Design Ltd's own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer agrees to allow Touch Creative Design Ltd to place websites, along with a link to the client's site on Touch Creative Design Ltd's own website for demonstration purposes. Touch Creative Design Ltd reserve the right to photograph and or distribute or publish for our company's promotional and marketing needs any work Touch Creative Design Ltd create for the client, including use for but not limited to roughs, visuals, mock-ups and presentations, as samples for our portfolio, newsletters, brochures, and website and for entry for awards.

File Storage

We will endeavour to store files on computer discs for a period of 6 months beyond the delivery of a project. Thereupon, Touch Creative Design Ltd reserve the right to discard them without notice.

Excessive data storage may result in Touch Creative Design Ltd charging for additional storage space.

Rights of Refusal

Touch Creative Design Ltd 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. Touch Creative Design Ltd also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Touch Creative Design Ltd does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Touch Creative Design Ltd to remove the contravention without hindrance, or penalty. Touch Creative Design Ltd is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Touch Creative Design Ltd will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Touch Creative Design Ltd within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Force majeure

Production schedules, storage of files and property belonging to the client will be established and adhered to by both the client and Touch Creative Design Ltd, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, industrial dispute or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the client or Touch Creative Design Ltd. Where production schedules are not adhered to by the client, final delivery date or dates will be adjusted accordingly.

Disclaimer

Touch Creative Design Ltd makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Touch Creative Design Ltd will not be held responsible for any and all damages resulting from products and/or services it supplies. Touch Creative Design Ltd is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Touch Creative Design Ltd responsible for any such loss or damage. Any claim against Touch Creative Design Ltd shall be limited to the relevant fee(s) paid by the customer.

Touch Creative Design Ltd reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Touch Creative Design Ltd will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Touch Creative Design Ltd reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

The placement of an order for design and/or any other services offered by Touch Creative Design Ltd and validated by the customer's agreement to commence work on the project 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 Touch Creative Design Ltd. The validity and enforceability of this agreement will be interpreted in accordance with the laws of England, but Touch Creative Design Ltd reserves the right to bring proceedings in connection with this contract in any other court of competent jurisdiction. Failure by Touch Creative Design Ltd to enforce any of these conditions shall not be construed as a waiver of that condition or any other condition.