



Sportessex marketing design and print services - Terms governing the use of our services

The Terms & Conditions can be accessed through our website <http://www.sportessex.com> or supplied in writing upon request. These Terms and Conditions may be varied from time to time. Such variation shall be notified on the sportessex website. Last updated: 29/01/10.

Definitions

In these conditions 'the client' means the person or company who has agreed to take out the graphic design services of sportessex. 'The deliverables' means the services and work specified in the quotation to be delivered by sportessex to the client. The 'Commission' means a direct commission/purchase for graphic design, print, marketing consultation or any other goods or services supplied or provided by sportessex.

Acceptance

On commissioning sportessex (whether for graphic design, print, marketing consultation or any other goods or services supplied or provided by sportessex) to undertake the deliverables required, the client is deemed to have accepted and will abide by these terms and conditions.

The client are judged to have read and understood these conditions. It is a condition of placing an order that the client are bound by these terms. sportessex reserves the right to terminate any business relationship if a the client is deemed to have failed to abide by these terms and conditions.

Quotation

For each project, the client will receive a quotation outlining the project brief. We will begin work upon the clients written or oral approval of the quotation. Quotations are valid for 30 days and a firm quotation in writing shall be the only binding form. Sportessex will not be bound by any price quoted on the telephone. A printing services only quotation will be deemed valid only after sportessex have received final approved artwork.

Payment

Unless otherwise agreed in writing by sportessex, all clients will be required to pay 50% of the project cost 60 days before deliverables are programmed to begin and the balance is due upon 100% completion and paid in full within fourteen days of final invoice. A 1.5% monthly service charge is payable on all overdue balances. The client shall be responsible for all collection or legal fees necessitated by late or default in payment.

If the customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to sportessex, sportessex shall be entitled: - to cancel the contractor or suspend any further deliveries to the customer; to appropriate any payment made by the customer as sportessex may think fit (not withstanding any purported appropriation by the customer); and to charge the customer with all costs and expenses involved in collecting the overdue payment.

All deliverables shall be deemed complete once the client has signed off the work or indicated satisfaction either verbally, in writing, via e-mail or post. If the client fails to communicate with sportessex for a period of more than 30 days without explanation, the project shall be deemed satisfactory and completed.

The deposit paid to sportessex covers the cost of design work carried out as well as any admin work and communication with sportessex. The deposit is non refundable.

Payments may be made by cheque or bank transfer (BACs). Preferred method is via BACs and any returned cheques will incur an additional fee of £50 per returned cheque. sportessex reserves the right to consider an account to be in default in the event of a returned cheque. Graphic, printed media or other products or services provided remain the property of sportessex until paid for in full.

Discount is provided at the sole discretion of sportessex. Where a client is deemed to be in default of payment and/or these terms and conditions, the discount will be withdrawn and the applicable invoice/s amended, resulting in full charges being applied for which discount was previously provided.

All charges are subject to change without prior notice. sportessex reserves the right to alter prices at any time without prior notice.

Preliminary Work, Alterations, Extra Work

Unless otherwise provided in the quotation the client shall pay additional charges for any preliminary work undertaken or for any changes requested by the client which are outside the scope of the quotation on a time and materials basis. These will be charged at sportessex's standard hourly rate of £15 per hour. Such charges shall be in addition to all other amounts payable under the quotation.

Cancellation

Cancellations must be made in writing 60 days prior to the programmed start of deliverables. If cancellation is made less than 60 days but more than 30 days before programmed start date your 50% deposit becomes non-refundable. If less than 30 days or deliverables have already started, subject to the provisions hereof, no contract shall be capable of cancellation.



Brief

Where graphic design for print/production is completed by sportessex, at the request of the client, clear and concise instructions must be received in writing for completion of graphic design, including logo artwork (in correct format required by sportessex), text required in the document/artwork design, images (except where supplied by sportessex as part of the commission), exact dimensions (where not a standard size) and orientation of the chosen design.

In circumstances where this information is omitted or not supplied by the client in writing, the design is created from the client's brief supplied verbally as accurately as possible. Commissioned work cannot be rejected and will not be re-designed where completed in the absence of clear written instructions. For further details see 'Proofing, Errors and Omissions' below.

Proofing, Errors and Omissions

Confirmation of approval of the proof artwork is required by e-mail before any artwork is sent to print/production. It is the clients responsibility to check all proofs carefully for accuracy. sportessex is not responsible or liable for errors, such as typographic errors or misspellings if the proofs have been approved by the client and the client shall incur the cost of correcting such errors.

The client will get two attempts to make minor changes, the first for minor design elements and typographic errors or misspellings and the second just for minor typographic errors or misspellings. A final proof will then be sent to the client for sign off and if the client fails to communicate with sportessex for a period of more than 7 days without explanation, the final artwork shall be deemed satisfactory and complete. This period of time may be shorter and confirmed in writing by sportessex if a short deadline for delivery is required.

Further additions or amendments required by the client to the design, or complete format changes resulting in a re-design will be made at additional charge at £15 per hour.

Accreditation

sportessex retains the right to reproduce, publish and display the deliverables in sportessex portfolios and web sites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the deliverables in connection with such uses.

Artwork Submission for Printing Services Only

No order will go to print until print-ready artwork has been received. This will enable sportessex to process your artwork within the turnaround times and to print your work within the time specified.

Artwork must be 1) in CMYK, 2) have a resolution of 300dpi, 3) have a bleed to the necessary mm, 4) be the correct dimensions, and 5) be supplied in the correct file format. A charge shall be incurred where sportessex have to adjust artwork not supplied to these guidelines at £15 per hour.

Customer's artwork and any other property supplied to sportessex by or on behalf of a customer will be held and worked upon at the customer's own risk.

Full Colour printing

All reasonable efforts shall be made to obtain the best possible colour reproduction on customer's work but variation is inherent in the print process and it is understood and accepted as reasonable that sportessex shall not be required to guarantee an exact match in colour or texture between the customer's photograph, transparency, proof, electronic graphic file, previously printed matter or any other materials supplied by the customer and the printed article the subject of the customer's order.

Copyrights and Trademarks

Copyright is retained by sportessex on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

By supplying text, images and other data to sportessex for inclusion in the customer's deliverables, 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.

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

If sending materials to sportessex to use in the design via disk then the client must make sure that the disk is labeled and the files are clear. The client should not include files that are not connected to the deliverables. All costs for delivery of the materials required is at the responsibility of the Client.

Should sportessex, or the customer supply an image, text or other data for use in the customer's deliverables 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 sportessex to remove and/or replace the item from the deliverables.

The customer agrees to fully indemnify and hold sportessex 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.



If a choice of design is presented, only one solution is deemed to be given by sportessex as fulfilling the contract. All the designs remain the property of sportessex, unless agreed in writing that this arrangement has been changed.

Delivery

Goods will be delivered by the most economical means by a carrier of our or our printer's choice. Delivery charges will be specified on the quotation however if the client specifies another means i.e. "overnight AM" the additional charges will get added to the clients account. If the company undertakes to deliver the goods on or before a stated date, it shall use its best endeavors to comply therewith, but in the event of late delivery, the client shall not be entitled to vary or cancel the order nor shall sportessex be liable for any resultant damages consequential or otherwise occasioned by reason of a delay.

Any damages caused in transit are the sole responsibility of the carrier and shall be governed by their terms and conditions. Responsibility for all insurance claims resulting shall lie with the client. sportessex only use couriers who insure goods for their value at point of sale. Lost, missing, or damaged deliveries must be reported in writing within 3 working days of delivery due date for claims to be made.

The signature of any employee or agent of the client is proof of receipt. In the event that sportessex cannot or do not obtain a signature the risk in the goods will nonetheless be born by the client.

The client will be liable for any additional carriage, storage charges, losses or damages arising if the client refuses to take delivery of the goods ordered.

If a separate delivery address is not stated on the order the goods will be delivered to the invoice address. sportessex reserves the right to make partial deliveries. Goods in each delivery or part delivery shall be considered sold under separate contract, which may be invoiced separately. Neither any non-delivery, nor shortages in delivery nor any claim by the client in respect of any delivery or part delivery shall entitle the client to reject any other goods.

Storage

If for any reason the client is unable to accept delivery or collect the goods at the time when the goods are ready sportessex shall be under no obligation to store them. sportessex may however, at its discretion and if its storage facilities permit, store the goods but at the client's risk and the client shall be liable to sportessex for the reasonable cost (including insurance) of it so doing.

Services and Packages

Sportessex reserves the right to amend and/or improve the services and packages available, along with prices, without prior notice.

Offers and Discounts

Offers or discounts provided (including additional package/service benefits offered free of charge) by sportessex to clients may be withdrawn at any time, without prior notice.

In the event of different parties under the same organisational heading approaching sportessex this shall be considered on individual merit and only if sportessex considers the application to be genuine and from one client. A signed price agreement with that client may be required.

Complaints

Any complaints about services provided or work supplied deemed by the client to be the fault of sportessex should be submitted in writing within 7 days of delivery or receipt of invoice, whichever occurs sooner.

After this date all goods and/or services will be deemed to be acceptable for use. Any usage of the goods supplied will be deemed as acceptance of the goods. sportessex shall only consider financial recompense upon return of the goods in full, or that part of the supply deemed unacceptable.

Complaints are only valued from the client and are not accepted from a third party who are receiving our deliverables from the client. The client therefore is solely responsible for the satisfaction of all third party complaints.

If any complaints relate to third party contractor errors then sportessex will undertake to pursue the matter to the best of its ability with the third party involved. Time will not be of the essence in such matters. In this event full settlement in any case should consist of the supply of the original order and no refund or cancellation of order is permitted.

Risk and Ownership

Ownership of the goods being the subject of this contract shall not pass to the client until they are fully paid for, but the risk in the goods shall be borne by the client from the date of uplift to the customer or where stored in accordance with 'storage' above. Rights of ownership of all artwork and multimedia work remain with sportessex excepting where a specific fee has been paid for the ownership of these services and a certificate has been issued with the invoice.

Miscellaneous

The client shall be liable for all legal costs (including attorney and own costs, collection, commission and tracing agents' charges) incurred by sportessex arising out of any breach of the client's part. In the event of any breach on the client's



part, sportessex shall be entitled to cancel the contract and to retain all amounts paid without prejudice to its rights to recover damages. No indulgence, leniency or extension of time which sportessex may grant or show to the client shall in any way prejudice the sportessex or preclude sportessex from exercising any of its rights in the future.

Force Majeure

sportessex will make every effort to carry out the client's instruction and the resulting contract but shall be under no liability if unable to carry out any provision of the contract for any reason beyond sportessex's control (without limiting the foregoing) including inability to secure labour, materials or supplies, breakdown of machinery or malfunctions, or as a result of any Act of God, war, labour dispute, fire, flood, legislation, failure of power supply or any cause beyond sportessex's control. During the continuance of such contingency the client may by notice in writing to sportessex elect to terminate the contract and pay for work done up to such notice and for materials used, but subject thereto shall otherwise accept delivery when available.

Applicable Law

This agreement shall be governed by the laws of England and Wales.