

### **GRAND CREATIVE LIMITED**

hello@grand-creative.com | www.grand-creative.com

## **TERMS AND CONDITIONS**

It is mutually agreed that Grand Creative Limited shall provide services and/or goods as specified and that the Client shall pay Grand Creative Limited the amounts due for said services and/ or goods on the due dates set out in the schedule/invoice.

It is agreed that this contract will govern terms and conditions on which Grand Creative Limited will provide design services to the client. No variation or modification of this contract shall be effective unless agreed by both parties in writing.

The fee is based on the assumptions/criteria set out in the proposal/estimate. Should one or more of these assumptions/ criteria change materially the fee shall be adjusted by such sum as is fair and reasonable. If we are required to modify and/or revise any completed designs and/or are delayed or disrupted (in either case for reasons other than our default) then you will pay us such sum as is fair and reasonable. Unless otherwise agreed, the sum will be calculated in accordance with the schedule of rates set out in the proposal (or, if none stated, in accordance with our standard schedule of rates) to cover the additional resources employed by us in respect of such additional work.

The detailed content of our proposal is the copyright of Grand Creative Limited, is confidential, and may be used by you only for the purposes of considering the proposal. The proposal remains valid for one month from the date of the proposal.

If you fail to make payment in accordance with the terms of our proposal we may, upon seven days' written notice to you, suspend performance of services until such outstanding amounts are paid in full. We shall have no liability for delay or damage caused by such suspension.

### 1. PAYMENT

An initial payment of 50% of the proposed fee is charged on inception, when the Client commissions Grand Creative Limited to provide design services, this payment is non-refundable. Further payment of the remaining balance is due no later than 30 days from invoice.

### 2. DISPLAY

The Client hereby allows Grand Creative Limited to display any artwork created within this contract in their studio, portfolio, literature, website, exhibitions and advertising. No use of the artwork will be made by Grand Creative Limited for other commercial reason except with the written permission of the Client.

### 3. RETOUCHING

Basic retouching and digital manipulation may be applied in keeping with our standard approach.

### 4. AMENDS

Any amends above what is agreed on the proposal shall be treated as an extension of this contract. The Client will be charged at the standard hourly rate set out in the estimate/proposal.

#### 5. SIGN OFF

On completion of artwork, a digital proof will be provided. This proof will need to be checked and approved/signed off by the Client that the work is satisfactory. Once work is signed off, Grand Creative Limited is not responsible for any errors within the artwork. Changes to signed off artwork will be charged at the hourly rate. If changes need to be made by a third party i.e. printers the amend charge will be passed on to the Client. Sign off by the Client will be required before any artwork files go into production.

### 6. LIMITATION OF LIABILITY

Grand Creative Limited takes the utmost care with respect to design production of all services offered. Every effort will be made to assure satisfaction according to Grand Creative Limited's professional standards. In addition, failure by the Client to make any payment as and when agreed shall release Grand Creative Limited from any further responsibility under this contract, without the responsibility to return any monies previously paid to it under this contract.

# 7. DIGITAL FILES

Copyright on digital files remain with Grand Creative Limited but the client is free to copy and distribute them for commercial purposes.

# 8. COMPLAINTS

The Client shall notify Grand Creative Limited in writing within 21 days of receipt of the final artwork or as soon as possible to make it clear to us the nature of the complaint.

We have understood the contents of this contract and agree to the terms therein.

| Signature : |  |  |
|-------------|--|--|
|             |  |  |
| Date:       |  |  |

Director: Richard McBurney