

Terms and Conditions

The following Terms and Conditions of Service apply to all products and services provided by Hannah Howat Graphic Design and in the event of any dispute are governed by the laws of England.

All work is carried out by Hannah Howat Graphic Design on the understanding by accepting a quote, the customer is considered to have accepted these terms and conditions in full.

Project Acceptance

At the time of proposal, Hannah Howat Graphic Design will provide the customer with a written estimate or quotation by email. Acceptance of the quotation should be supplied via return email to Hannah Howat Graphic Design, which then binds the customer to accept these terms and conditions.

Design Charges and Payments

All design services with a value of £200 or more require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work commences.

The remaining fifty (50) percent of the project quotation total will be due upon completion of the work and not more than 15 days after receipt of finished product and invoice.

Accounts which remain outstanding for 30 days after the date of invoice, will incur late payment interest charge at the Bank of England Base Rate plus 8% on the outstanding amount from the date due until the date of payment.

Payments may be made by online transfer, credit card (Visa, Mastercard) or Debit Card.

Publication and/or release of work done by Hannah Howat Graphic Design on behalf of the customer, may not take place before cleared funds have been received.

Any print work undertaken by Hannah Howat Graphic Design on behalf of a customer will require full payment of the print cost upon invoice before any materials are sent to print.

Default

An account shall be considered default if it remains unpaid for 60 days from the date of invoice, or following a returned cheque. Hannah Howat Graphic Design shall be entitled to remove Hannah Howat Graphic Design'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 all Hannah Howat Graphic Design's reasonable legal and accounting expenses and third party collection agency fees in the enforcement of the debt and these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to Hannah Howat Graphic Design for inclusion in the customer's website or any 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.

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

Any software, code, plugin or other third party paid for material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the customer, not Hannah Howat Graphic Design.

Should Hannah Howat Graphic Design, 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 Hannah Howat Graphic Design to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Hannah Howat Graphic Design 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.

Copyright is retained by Hannah Howat Graphic Design on all design work including, pictures, ideas, words, visuals and illustrations unless specifically released in writing and after all costs have been settled. The exception to this is logo design work, whereby a copyright transfer form will be issued upon payment which transfers the copyright of the final logo design from Hannah Howat Graphic Design to the customer.

If a choice of designs is presented and one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of Hannah Howat Graphic Design, unless specifically agreed in writing.

Hannah Howat Graphic Design reserves the right, unless asked not to by the customer, to display and link to a customer project as part of Hannah Howat Graphic Design's portfolio of work, and to write about it on websites, in magazine articles, on social media, or anywhere deemed appropriate.

Licensing

Any design, copywriting, drawing, idea or code created for the customer by Hannah Howat Graphic Design, or any of its contractors, is licensed for use by the customer 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 Hannah Howat Graphic Design 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 customer with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Hannah Howat Graphic Design will not be held responsible for any and all damages resulting from such claims.

Hannah Howat Graphic Design is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Hannah Howat Graphic Design responsible for any such loss or damage. Any claim against Hannah Howat Graphic Design shall be limited to the relevant fee(s) paid by the customer.

Data Formats

All images which are supplied must be of a quality suitable for use without any subsequent image processing, and Hannah Howat Graphic Design will not be held responsible for any image quality which the customer later deems to be unacceptable.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, purchasing of stock image, media conversion, digital image processing, colour correction and alteration of images. Customers will always be consulted before any additional expenses are incurred.

Alterations

All changes and revisions will need written approval in some form. If changes are given via a phone call, they will need to be confirmed in writing in an email.

The customer agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the customer makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge. It is the responsibility of the customer to proof read carefully before approving the final design.

Hannah Howat Graphic Design is not responsible for revisions or updates to a project once the final agreed upon deliverable has been sent. If additional design, coding, or edits associated with this project are needed, a new project agreement will be created.

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

Rights of Access for Website Construction

The customer agrees to allow Hannah Howat Graphic Design 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 agrees to supply Hannah Howat Graphic Design 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

Hannah Howat Graphic Design require that a template is approved by the customer before coding of a site commences. Once the template(s) for the web site are approved by the customer, coding will commence; any changes to structure or content that require changes to the template will incur an additional charge.

Once web design is complete, Hannah Howat Graphic Design will provide the customer with the opportunity to review the resulting work. Hannah Howat Graphic Design will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Hannah Howat Graphic Design by e-mail.

Hosting websites

Hannah Howat Graphic Design offers a hosting service through an out-sourced server. Therefore Hannah Howat Graphic Design does not guarantee continuous service and will accept no liability for loss of service, whatever the cause.

Fees due to third party hosting organisations arranged by the customer are the sole responsibility of the customer, and Hannah Howat Graphic Design are not liable for their payment. The renewal of domain names arranged or setup by the customer also remain the sole responsibility of the customer / domain owner.

Domain Registration

Hannah Howat Graphic Design cannot guarantee the availability of any domain name. Where Hannah Howat Graphic Design is to register a domain name on behalf of a customer I will endeavour to do so but the customer should not assume a successful registration.

Cancellation

Cancellation of orders may be made initially by telephone contact or e-mail, however, following this, Hannah Howat Graphic Design will need formal notification in written format. The customer will then be invoiced for all work completed up to the point of cancellation, and Hannah Howat Graphic Design will supply the customer with any work completed up to that date.

If a project is put on hold for more than three months, payment will be required for work completed to date.

Should Hannah Howat Graphic Design ever need to cancel a project, any work completed up to the point of cancellation will be handed over, and any payments already made will be refunded on incomplete work.

Design Project Completion

Hannah Howat Graphic Design considers the design project complete upon receipt of the customer's signoff email.

Rights of Refusal

Hannah Howat Graphic Design 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. Hannah Howat Graphic Design also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that Hannah Howat Graphic Design does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow Hannah Howat Graphic Design to remove the contravention without hindrance, or penalty. Hannah Howat Graphic Design is to be held in no way responsible for any such data being included.

Disclaimer

Hannah Howat Graphic Design makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Hannah Howat Graphic Design will not be held responsible for any and all damages resulting from products and/or services it supplies. Hannah Howat Graphic Design is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While reasonable steps are taken to investigate any materials recommended, 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 Hannah Howat Graphic Design responsible for any such loss or damage. Any claim against Hannah Howat Graphic Design shall be limited to the relevant fee(s) paid by the customer.

Hannah Howat Graphic Design 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. Hannah Howat Graphic Design will not knowingly perform any actions to contravene these and the customer also agrees to be so bound.

General

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

Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by Hannah Howat Graphic Design, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions.