



Please read carefully. This document contains very important information about your project and your relationship with CreativeWales. If you have any questions, please feel free to contact us.

Creative Wales, (hereby referred to as “the company”) is committed to providing clients complete satisfaction for the services provided. Each client is assured personal attention in the execution of their project, subject to the technical limitations and legislative requirements of the medium. The following Terms of Service detail the relationship between Creative Wales, (the company) and the client regarding any services provided.

Permission & Copyright

The client will obtain all necessary copyright permissions, licenses and authorities with respect of the use of all written copy, photographs, illustrations, registered company logos, names, trademarks or any other materials supplied to the company.

Post-Placement Alterations

The company cannot accept responsibility for any alterations caused by third-party actions occurring to the clients web site(s), printed materials, advertisements or software tools once completed and provided to the client. Such alterations include, but are not limited to: additions, modifications or deletions.

Software & Database Design

All software programs, databases, along with other intellectual property produced by the company shall remain the copyright of the company (Creative Wales) unless or until agreed-upon otherwise in writing.

Payment Terms

1. Invoices from the company must be paid by Standing order or debit/credit card (monthly packages) within 14 days of issue.
2. Cheques or money orders should be made payable to “Aled Mann” (all packages).
3. The company requires all new clients confirm (paper or electronic) agreement detailing the agreed-upon work and which may also outline cost of services and other project-specific details before work will commence.
4. Services and materials acquired by the company on behalf of the client including, but not limited to domain names, stock image licenses, font licenses, software and services remain the property of the company until paid for in full.

5. Failure to pay for any service charges for domain names and/or other services and materials purchased or maintained by the company will result in ownership being reverted to that of the company even if the domain name, service or material had previously been paid for in full.
6. The company reserves the right to enter a customer's premises to retrieve any property belonging to the company.
7. The company will be invoiced for services undertaken upon placement of any orders or contracts in writing.
8. Monthly packages - accounts payable may be rendered on completion of the work or at intermediate stages and payment of each invoice is due within 30 days. Any expenses incurred during the collection of outstanding accounts after the 30 days may be charged to the client.
9. One-off packages - final payment for services rendered by the company must be received in full before the final version of web projects or final design artwork will be transferred unless otherwise agreed-upon in writing.
10. The company reserves the right not to provide services, software or support until full and final payment is received and any open accounts are closed.
11. Late payments or any payment returned to the company as unpaid will immediately be considered in default and will be subject to a payment charge of £35 (or the charge quoted to us from our financial institution).
12. Accounts, which are unpaid for 3 consecutive months, are subject to a compound interest penalty of 5% per month on any outstanding balances. If a client goes into default, the client agrees to pay the company its reasonable expenses including, but not limited to solicitor and collection agency fees incurred in enforcing its rights under these Terms of Service.
13. Monthly packages are subject to a minimum 12-month contract. If the contract is terminated before it has expired the client must pay the outstanding amount to the value of the contract.

Alterations to the Terms of Service

The Company reserves the right to change, at any time, these Terms of Service.

Acceptance of These Terms

The placement of an order or contract for services provided by the company will be regarded as an acceptance of all of the above Terms of Service. Finalised contracts with the company must be confirmed in writing along with a signed copy of these Terms of Service and any additional SLA and/or Non-Disclosure documentation.

Jurisdiction

These Terms of Service shall supersede all previous representations, understandings or agreements and shall prevail notwithstanding of any variance with Terms of Service of any order submitted. The laws of the UK govern these Terms of Service and any contracts arising thereof. To help ensure that design, development or production and media are correctly targeted, the client will provide the company a clear and precise brief

(in writing if so requested by us). The client will make available to us all relevant information related to the brief and give us such cooperation, as we shall reasonably request. The client will ensure that at all times, the facts given to us about their products or services are accurate and in no way misleading. The client will inform us without delay if they consider that any claim or trade description submitted to them by us for approval is false or misleading in relation to their products or services.

Additional Instructions/Changes

If the contents of a project brief agreed upon by the client and the company are varied in any way during the course of a commission, a fee on a time/cost basis for any such additional work will be added to the original estimate (if provided).

Miscellaneous Expenses

Miscellaneous expenses such as travel, hotel, gas/mileage, out of pocket expenses and long distance telephone charges related to a project will be charged to the client. The client will first approve expenses totalling more than £100.

Termination of Contract or Appointment

Upon premature cancellation of any agreement entered into by the client and the company, the company is entitled to payment for services rendered in relation to the time and expenses involved. Monthly contracts must be paid up to their 12-month value. The fundamental principles on which the client-agency media financial arrangements are based are:

1. That the agency shall finance its own service but not that of the client;
2. That, as a principal at law, the agency is held by media as solely liable for payment. It is therefore essential that the agency is paid by the client in time to pay the media costs. The company reserves the right at any time to require, before placement, payment of the costs of any advertisement to be placed by the company.

Queries from agreed adjustments to an invoice will be made on the following month's invoice. If the client fails to adhere to these terms of business and because of this failure we pay any surcharge, then the amount of the surcharge will be paid by the client. In the event where a third party contractor requires payment in advance or at various stages during the course of their involvement in a commission, the client will pay the invoices for such payments immediately upon presentation. The rights, duties and responsibilities of the company shall continue in full force during the agreed upon period of service – including the ordering and invoicing of advertising in media which shall be published during that period. The company shall be entitled to receive its regular fees during the agreed upon period of notice, even though material other than that prepared by the company may be used. The company will continue to invoice the client for all other advertising and design materials and services and services authorised by the client.

Cancellations

Cancellation of training courses, installations, consultancy or other services provided by the company to the client less than five (5) working days before the service date shall incur a charge of 100% of the total invoice cost. An additional 10% charge will be applied for any such services, which are rescheduled less than five (5) days prior to their original scheduled date. All deposits are non-refundable unless otherwise agreed upon by the company.

Media

The schedule of pre-payment for advertising space is at the discretion of the company. A charge will be incurred if, after reservation, any items in an agreed-upon schedule are cancelled. Voucher copies or certificates of advertisement will not be supplied unless specifically requested by the client in writing.

Clients Property

Any supplied property of the client provided to the company on their behalf will be held, worked on and carried at the client's risk. Any property provided to the company that is unused will be returned to the client following the closing of all open accounts.

General Lien

Without prejudice, the company shall in respect of all unpaid debts due from the client have a general lien on all goods and property in their possession and shall be entitled after the expiration of 14 days notice to dispose of such goods and/or property as deemed appropriate and will apply the proceeds towards such debts.

Legal Liability

The Company shall be indemnified by the client in respect of any claims, cost and expenses arising out of any libellous matter designed on the client's instructions or any infringement of copyright patent or design thereof. The company will act in all dealings with third parties as a principal at law. The rights and liabilities between the client and The Company will correspond to those between Creative Wales and the third parties with whom the company deals on the client's behalf. The client will indemnify the company against all claim costs liabilities and damages arising in connection with any material prepared by the company and approved by the client (including without limitation any claims, costs, liabilities and damages for the omission or misstatement therein of any statement or particulars required pursuant to statute). The company shall not be liable for any indirect loss or third party claim occasioned by delay in completing the work. In the event of any contract (written or oral) between the company and the client being suspended or cancelled by reason of conditions arising from act of God, strikes, war, lock-outs, national emergency, fire, flood, drought, shortage of fuel or power, or any other cause out of the control of the company, the company shall be entitled to payment for work carried out and expenses incurred up to the date of such suspension or

cancellation, furthermore the company shall not be responsible for any loss or damage caused as a result of such suspension or cancellation.

Change of Name

In the case of persons named in these Terms of Service of reference being unable to carry out the said performance of work, the company shall retain the right to nominate other persons to fulfil the role carried out in this contract.

No Formal Estimate Sent

Where no formal written estimate has been requested or provided to the client, the client will be charged on a pro rata basis by the company for services in relation to the time and expenses involved.

Law

These Terms of Service and all other express contract terms shall be governed and construed in accordance with the Laws of Wales and the UK and Missouri.

Cost Variation

Estimates are based on the current cost of production and are subject to amendment by the company at any time after acceptance to meet any rise or fall in prices. The company agrees to provide reasonable and fair notice to the client in the event of pricing changes prior to submitting invoices.

Preliminary Work

Work carried out, whether research, experimental or otherwise, at the client's request will be included in the company's billable hours to the client. This includes all billable time and materials, if any.

Print

Where an estimate or invoice includes the cost of printing and delivery, this price is subject to the normal conditions of sale of the printing industry and the printer.

Exhibitions and Displays

Where the estimate or invoice includes the costs of an exhibition contractor, the price and delivery of all related materials is subject to the contractor's normal conditions of sale and trading terms.

Video Copyright

Unless otherwise agreed upon in writing, all original tapes or other media remains the property and copyright of the company until full payment of all accounts has been settled.

Design Copyright

Unless otherwise agreed upon in writing, all original design, artwork or code remains the property and copyright of the company until full payment of all accounts has been settled. The company reserves the right to include any such work created during the course of an agreement for the marketing or promotional purposes of the company, not limited to inclusion in the company's design/project portfolio or for consideration in design-related award nominations.

Patents

All patentable material that may have originated from the company during the course of a project shall remain the property of the company unless, or until, a separate agreement is entered into assigning patent rights in part or in full.

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