



TERMS AND CONDITIONS

1. Design - No design work is undertaken on a speculative basis and will be charged in full as appropriate unless otherwise agreed in writing with Greg Matthews Design (hereinafter called GMD). In the case of rejection, or a premature end being called to a project by the client, such fees as are due according to the amount of time taken and costs involved will be charged. In addition, GMD will retain all material in question and full title to such material.

2. Freelance - in the case of freelance work carried out either on-site (within client premises) or off-site (from GMD studio) work is charged at a daily rate of £250 (up to 9 hours) or a half day rate of £165 (no more than 5 hours) - an overtime rate of £50 will be charged for every partial hour worked in excess of 9 hours. Under circumstances where an hourly rate needs to be calculated, this can be done by multiplying £33 for every full or partial hour of work. The minimum charge for any job undertaken on-site is £165. Cancellation of a freelance job with less than 24 hours notice will incur a statutory cancellation fee of £80.

3. Responsibility - If at the client's request, GMD subcontracts any part of its services to a third party, the client will remain liable for all costs involved and GMD retains the right to seek payment from the client at all times. The client accepts full responsibility for the final sign-off of digital artwork. GMD accepts no liability in this regard (also see clause 5).

4. Ownership - Ownership of all related material shall pass to the client on full payment of the invoice associated with that material. GMD will retain full title to design concepts, photography, copy, logos and any other creative material until all payments are received in full, however digital artwork files are not included in this regard and may be purchased for an additional fee. Payment of the invoice for work undertaken does not entitle the client to the copyright of any materials, including photography, unless agreed with GMD and its sub-contractors. This will usually involve an additional fee.

5. Liability - GMD shall not be liable for any loss to the client arising from delays not caused by GMD. Neither shall GMD be liable for any loss to the client associated with the response or performance of, or any legal action taken against the client as a result of publishing, any material, nor for errors in that material once approval has been given by the client. Though every care is taken, the content of any such material and the accuracy thereof is deemed to be the responsibility of the client. Approval by the client of such artwork and pre-press material as may be produced by GMD will be held as the client being in full agreement with, and legally responsible for, the contents. The cost in rectifying any subsequent errors is the liability solely of the client.

6. Estimates and Pro-formas - Estimates are valid for no more than 30 days and are calculated on the basis of the GMD standard freelance rates (see clause 2). Estimates are based on the work to be carried out in accordance with the initial design brief and any pre-production meeting(s) - a full breakdown of which will be supplied in the case of a Pro-forma - they are calculated according to the current cost of production and are subject to amendment on or at any time after acceptance, to meet any rise or fall in such costs. Changes in specification after acceptance of an estimate are the responsibility of the client and will be deemed to be instituting a fresh contract in addition to the existing contract and the associated estimates. Estimates which are given without benefit of sight or copy, or sight of content and/or without a detailed brief in writing are deemed to be ball-park figures only and GMD cannot be bound by them. All print estimates are subject to sight of final artwork.

7. Variations - Any changes or alterations to material, once production is under way, will be charged to the client at the full rate. Changes which are requested, which are not mistakes but differences of opinion or preference may also be charged at the full rate at the discretion of GMD.

8. Delivery - Delivery of work shall normally be agreed on acceptance of tender. GMD will make every effort to ensure, but will not guarantee, that delivery dates are met (subject to clause 5). Unless otherwise specified, the price quoted will include delivery to the client's address as set out in the estimate. Should work run over, or be suspended at the request of, or delayed through default of, the client beyond the end of the calendar month in which the order was initiated, GMD shall be entitled to payment for work already carried out, materials ordered and other additional costs including storage.

9. Payment - Full payment is due from the invoice date and should be settled as soon as possible, payment instruction will be included on the invoice. Payment not received within 30 days will incur Interest at a rate equivalent to 16% APR from the invoice date as detailed in a Statement of Account which will then be issued.

Freelance contracts will generate a weekly invoice. Should a Purchase Order number be required, it is the client's responsibility to supply this promptly - any delay in receiving a PO number may cause the invoice(s) to be backdated and interest may be charged from this date.

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For project work, GMD operates a monthly invoicing system: an 'interim invoice' will be despatched on or around the first day of each month detailing all work carried out to date including all costs incurred through subcontractors and materials used. A final invoice including all outstanding costs will be issued immediately on completion of the project. Late payment of an 'interim invoice' will mean that all work on the project is suspended immediately and until the account is settled. In the case of projects quoted in excess of £1500, half will be charged prior to commencement and the remainder upon project completion. Full payment is due from the invoice date and should be settled as soon as possible, payment instruction will be included on the invoice. Late payment will incur interest on the outstanding amount at a rate equivalent to 16% APR from the invoice date.

If payment has not been received after 30 days from an invoice date, a Statement Of Account will be despatched detailing the outstanding balance including interest, for immediate payment. If after 90 days from the invoice date, payment of an invoice has still not been received, a final demand notice will be issued prior to initiating court proceedings.

PLEASE NOTE: GMD Payment Terms are NON-NEGOTIABLE and take full precedence (see clause 16).

10. Claims - Advice of delay, damage or partial loss of goods in transit or of non-delivery must be given in writing to GMD within 3 days of delivery (in the event of non-delivery, within 28 days of despatch of goods). Any claim in respect thereof must be made in writing to GMD within 7 days of delivery (or in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to GMD within 28 days of delivery. GMD shall not be liable in respect of any claim unless the aforementioned requirements are adhered to except in any particular case where the client proves that: (a) it was not possible to comply with the requirements and; (b) advice, where required, was given and the claim made as soon as reasonably possible.

11. Standing Material - Metal, film, glass, digital information, computer disks and other materials owned by GMD and used by it in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives, and the like shall remain the exclusive property of GMD.

12. Client's Property - Client's property and all property supplied to GMD by or on behalf of the client shall, while it is in the possession of GMD or in transit to or from the client, be deemed to be at the client's risk and the client should insure accordingly.

13. Insolvency - If the client ceases to pay his debts in the normal course of business or cannot pay his debts as they become due, or being a company is deemed unable to pay its debts or has a winding up petition issued against it, or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, GMD shall, without prejudice to other remedies, have the right not to proceed further with the contract or any other work for the client and be entitled to charge for work already carried out (whether completed or not) - in which case, materials purchased for the client shall be an immediate debt due to GMD and, in respect of all unpaid debts due from the client, have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such a manner and at such a price as GMD sees fit and to apply the proceeds towards such debts.

14. Illegal Matter - GMD shall not be required to produce any matter which it deems may be of an illegal or libelous nature or an infringement of the proprietary or other rights of any third party. GMD shall be indemnified by the client in respect of any claims (see also clause 5) costs and expenses arising out of any libelous nature or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material supplied by the client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

15. Force Majeure - GMD shall be under no liability if it is unable to carry out any provision of the contract for any reason beyond GMD's control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, terrorist attack, lock-out, strike, or any other action taken by employees of GMD or of their sub-contractors. During the continuance of such a contingency the client may, by written notice to GMD, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when possible.

16. Precedence - These Terms and Conditions take precedence and cannot be varied or altered, or overridden by the imposition of any such conditions by a third party that negate or alter any of the material clauses in these Terms and Conditions of business.

17. Law - The Terms and Conditions and all other express terms of the contract shall be covered and construed in accordance with the laws of England.

18. Validity - If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. Failure by either GMD or the client to exercise any right or remedy under or in connection with these Terms and Conditions does not constitute a waiver of that right or remedy.

19. Headings - The headings in these Terms and Conditions are for convenience only and shall have no effect on the interpretation thereof.