



Terms and Conditions - Graphic Design Services

The following terms and conditions apply to all design and development services offered by Hindsight Consulting.

By accepting a quotation either verbally or in writing or ordering a product from Hindsight Consulting you are agreeing to the following terms and conditions.

1 General Terms

- 1.1 Quotations are valid for 30 days.
- 1.2 For the purpose of this agreement, Creative Lead Hannah Jacklin will be referred to as Hindsight.
- 1.3 It is the client's responsibility to ensure that any copy is lawful and does not infringe on any copyright or other laws. The client accepts responsibility of the viability and profitability of any project before accepting the quote.
- 1.4 Hindsight reserves the right to refuse to construct a website or design print matter that it judges to be unfit due to immoral content or otherwise.
- 1.5 After project acceptance Hindsight can provide an estimated completion date, however, this cannot be guaranteed as a final completion date.
- 1.6 The client agrees to maintain professional and prompt communication with Hindsight throughout the duration of the project, unless suspension of the project is agreed in advance.
- 1.7 Hindsight operates Monday to Friday, 9am til 5.30pm. Unless there is an urgent need to communicate due to a time sensitive situation, such as a print deadline, Hindsight will continue to respond within those parameters.

2. Content

- 2.1 Should additional requirements arise for services or products, these may be sourced by Hindsight, upon the client's agreement, and invoiced at the end of the project.
- 2.2 Upon acceptance of the quote, the project will be completed using the information, data, text and images provided at project commencement or during the design phase.
- 2.3 All material supplied by the client and used in the construction of the client's website or print collateral matter, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.
- 2.4 Hindsight's services include two revisions of designs, covered by the fee as standard. Additional alterations to the fundamental requirements of a project will necessitate the reissuing of an estimate and schedule of work.
- 2.5 The client is ultimately responsible for checking the correctness of the printed matter before it gives Hindsight the go ahead to make any web based design elements publicly available or send designs to print. By approving designs they are agreeing that they satisfy all of their requirements and alterations after this point will incur additional costs.

3 Pricing & Payment Terms

- 3.1 Any quotation given by Hindsight is a professional estimate of the total cost of their services for the project (not including billable items, third party services or purchases).
- 3.2 Hindsight will alert the client should it become apparent that significantly more or less time will be required to complete the work specified. Hindsight reserves the right to use the full amount of hours estimated for the project. Any increase from the initial amount agreed, once approved by the client in writing, will be charged at an hourly or day rate listed within the estimate.



- 3.3 Any deposit payment agreed must be received by Hindsight before project commencement.
- 3.4 Payment terms are 14 days after issue of invoice. Payment can be made by BACS payment to:
Hindsight Consulting
35537302
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- 3.5 In cases where these payment terms are not upheld, Hindsight reserves the right to suspend work or withhold material until such time as the client rectifies the situation and a 20% late fee will be incurred
- 3.6 Any payment returned by the bank will incur a £50 administration charge. This will be invoiced and added to the total outstanding debt owed by the client.

4. Ownership of Material

- 4.1 Copyright of all graphic design work is retained by Hindsight including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled. If multiple design concepts are submitted, only one concept is deemed to be given by Hindsight as fulfilling the contract. All other artwork and designs remain the property of Hindsight, unless agreed in writing.
- 4.2 The client allows Hindsight to use the work carried out for portfolio purposes, including use on its professional website www.hindsight-consulting.co.uk, unless otherwise advised in writing. Sensitive company info and/or figures will always be disguised/omitted appropriately.

5. Professional Advice

- 5.1 All work performed by Hindsight is considered to be that of a professional service.
- 5.2 During the course of a project's development, Hindsight may make recommendations based on professional knowledge and experience. If the client disregards these recommendations, Hindsight will not assume any liability that may result from this.
- 5.3 Hindsight will not entertain project feedback from individuals who are not formal employees or registered decision makers of the client's organisation for the purposes of the project.

6. Cancellation

- 6.1 Should the client be unable to keep their commitment and the project is cancelled or postponed indefinitely, the client shall be liable to reimburse Hindsight in full for any work completed up to that point, including any third party services or products purchased by Hindsight on behalf of the client.
- 6.2 Hindsight reserves the right to terminate the agreement with immediate effect in the event that the client shall be in breach of any of the terms of the agreement and not remedy this breach within reasonable time, where the breach was/is avoidable and able to be rectified.

By agreeing to these terms and conditions your statutory rights are not affected.

Name

Signature

Date

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