

The following Terms and Conditions of Service apply to all artwork, graphic design, print, web and services provided by *Samskara Design*.

All design work is carried out by *Samskara Design* on the understanding that the client has agreed to abide by *Samskara Design's* terms and conditions.

Copyright of all graphic design work is retained by *Samskara Design* 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 *Samskara Design* as fulfilling the contract. All other artwork designs remain the property of *Samskara Design*, unless agreed in writing.

Project Acceptance

At the time of proposal, *Samskara Design* will provide the customer with a written estimate or quotation. The Terms and Conditions can be read on *Samskara Design's* website.

A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to *Samskara Design*. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept *Samskara Design's* terms and conditions. No work on a project will commence until either document has been received by *Samskara Design*.

Design Fees

Fees for design services to be provided by *Samskara Design*, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until *Samskara Design* has received this amount.

Charges for Other Services

Charges for any additional services over and above the estimated design, will become fully payable at the time of project acceptance.

Payment

Accounts which remain outstanding for 30 days after the date of invoice, can incur an extra charge of 2% per month of the outstanding amount. Payments may be made by online transfer, cash, cheque, or (for overseas customers), Pound Sterling International Money Order or previously agreed electronic funds transfer.

Publication and/or release of work done by *Samskara Design* on behalf of the client, may not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. *Samskara Design* reserves the right to consider an account to be in default in the event of a returned cheque.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. *Samskara Design* shall be considered entitled to remove *Samskara 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 *Samskara Design* reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to *Samskara Design* for inclusion in the customer's brochure or 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.

Any artwork, images, or text supplied and/or designed by *Samskara Design* on behalf of the customer, will remain the property of *Samskara Design* and/or its suppliers, excluding Logo design in which full copyright will be passed to the client upon receipt of full payment.

The customer may request in writing from *Samskara Design*, the necessary permission to use materials (for which *Samskara Design* holds the copyright) in forms other than for which it was originally supplied, and *Samskara Design* may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used. *Samskara Design* reserves the right to charge fees for additional useage.

By supplying images, text, or any other data to *Samskara Design*, the customer grants *Samskara Design* permission to use this material freely in the pursuit of the design and to utilise the designs in *Samskara Design's* portfolio unless agreed otherwise.

Should *Samskara 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 *Samskara Design* to remove and/or replace the file.

The customer agrees to fully indemnify and hold *Samskara 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.

Alterations

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

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

Licensing

Any design, copywriting, drawing, idea or code created for the customer by *Samskara Design*, or any of its contractors, is licensed for use by the client 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 *Samskara Design* and any of its relevant sub-contractors.

All design work where there is a risk that another party may make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. *Samskara Design* will not be held responsible for any and all damages resulting from such claims. *Samskara 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 *Samskara Design* responsible for any such loss or damage. Any claim against *Samskara Design* shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to *Samskara Design's* definition of acceptable means of supplying data to the company.

Text is to be supplied to *Samskara Design* in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by *Samskara Design* via CD-ROM, or electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and *Samskara Design* will not be held responsible for any image quality which the client later deems to be unacceptable. *Samskara Design* cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

Design Project Duration

Any indication given by *Samskara Design* of a design project's duration is to be considered by the customer to be an estimation. *Samskara Design* cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds of the deposit are received by *Samskara Design*.

Design Project Completion

Samskara Design considers the design project complete upon receipt of the customer's sign off. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

Website Design Only

Once web design is complete, *Samskara Design* will provide the customer with the opportunity to review the resulting work. *Samskara 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 *Samskara Design* by e-mail or confirmed by post.

Samskara Design will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

Design Credits

The customer agrees to allow *Samskara Design* to place a small credit on printed material, exhibition displays, advertisements and/or a link to *Samskara Design's* own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow *Samskara Design* to place all designs on *Samskara Design's* own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

Rights of Refusal

Samskara 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. *Samskara Design* also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that *Samskara Design* does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow *Samskara Design* to remove the contravention without hindrance, or penalty. *Samskara Design* is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, *Samskara Design* will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by *Samskara Design* within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

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

Samskara 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. *Samskara Design* will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Samskara Design and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. *Samskara Design* recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

General

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

Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by *Samskara Design* and validated by the customer's signature/email on the estimate or quotation, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory/customer and *Samskara Design*.