

The Studio - Terms & Conditions

By accepting our quotation either in writing, verbally or by email, you agree to be bound by the terms and conditions, set out below. This document is to be viewed by all involved parties as a binding and insoluble contract with The Studio (acting alone or as part of the Tetras group) to proceed as agreed.

Office Hours

The Studio's office hours are 9am – 5.00pm, Monday to Friday. Telephone calls received out of hours will be diverted to our answering machine and dealt with on the next working day.

Hours worked out of this time shall be agreed in advanced and charged at time and half till 9pm on weekdays, and then double time thereafter and on weekends and Bank Holidays.

Provision of Materials

You agree to provide us with the specific copy, images and information we require in order to create your product, or to advise us as to where we can locate such materials. We accept no responsibility for your site not being put live/product being completed by a specific date if we are unable to secure necessary and/or suitable information and/or materials from you. Where The Studio (or one of the Tetras group) writes the copy on your behalf we accept no responsibility for errors, omissions or discrepancies which may be present on the final product, as these may arise through our lack of specialist knowledge regarding the content of your product.

If you cannot supply the information you wish to feature in your product, we will do what we can to obtain it, but we accept no responsibility for errors, omissions or discrepancies which may be present on the final product, as these may arise through our lack of specialist knowledge regarding the content of your product. The time taken to compile the data, as well as any time required to correct errors, omissions or discrepancies which have arisen through your not providing us with adequate materials, will be charged to you at our standard rate. We accept no responsibility for the delay caused in providing you with the final product as a result of your supplying us with insufficient or unsuitable materials. This does not apply if the additional cost could have been avoided but for unreasonable delay on the part of The Studio in ascertaining the unsuitability of the materials with which you provide us. Where you supply or specify materials, we will take every care to secure the best results in the finished product, but we accept no responsibility for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

Print

Print Proof Agreement

If The Studio provides you with a proof (electronic or printed), your signing of (or accepting its contents by email) this agreement confirms that you agree to the design and contents of the document as depicted on the proof. By signing this agreement (or accepting its contents by email), you absolve The Studio of all liability for any errors, omissions or discrepancies which may be present on the proof. Once you have signed this agreement and proof if supplied, you are not able to make any changes to the final product, nor are you able to hold The Studio responsible for anything you are unhappy with. This contract revokes your right to take any kind of action against The Studio for any aspect of the work with which you are later dissatisfied. Signing this contract means that, as long as the finished product is as discussed is consistent with the proof if supplied, you must pay in full for the work. This fact applies whether or not you later take issue with any aspect of the product. These terms are final and non-negotiable. This will be your final opportunity to make changes to the content.

Making Changes After Proof Stage (Print Only)

If a change is requested, we will do everything we can to make the correction before the printing starts, but we cannot guarantee this. We accept no responsibility, under any circumstances, for any mistakes present on the completed work, as the signing-off of a proof absolves us of all liability (see "Proof Agreement" above). Once the proof is signed off or agreed, whether verbally or via email, we incur a film / plate(s) charge and this is passed on to you as part of the total charge. Any changes made after a proof is signed off will result in a further film / plate(s) charge.

Print Quality (Print Only)

Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, The Studio cannot guarantee an exact match in colour or texture between any materials with which you supply us, and the printed article.

Quantity Supplied (Print Only)

Every effort is made to produce the exact quantity of items ordered. However, some variation is inherent in the print process and so you accept that minor variations in quantity are possible. These do not affect the price charged.

Claims (Print Only)

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to The Studio within three clear days of delivery (or, in the case of non-delivery, within 28 days of dispatch of the goods) and any claim in respect thereof must be made in writing to The Studio and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of dispatch). All other claims must be made in writing to The Studio within 28 days of delivery. The Studio shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

Payment Terms (Print)

New customers agree to pay a deposit of 40% of the final bill upon ordering, and to pay the outstanding balance on delivery of the completed work. Existing customers agree to adhere to the terms stated on the invoice. All deposit payments are non-refundable.

Websites

Website Updates

If you want to introduce new material in the form of extra pages, additional functions, or more information than is already available on your site, this must be paid for as a new job.

Site Maintenance, Hosting & Email Accounts

A separate agreement will be provided By Your Web Services for these services as the contract for these will be direct with them as The Studio's named supplier.

General

Copyright

The copyrights of general artwork, commissioned artwork, illustrations, website design, programming and copy belong to The Studio until the work has been paid for. The ownership then reverts to the client, however we reserve the right to charge you for supply of full versions of the artwork should you request them for use elsewhere.

If you supply us with material, it is your responsibility to obtain all necessary copyrights for its use, and we assume that you possess these. In such cases, the copyright belongs to you. By signing this agreement, you agree to indemnify The Studio from any claim which arises regarding the use of material with which you supply us. We reserve the right to use any artwork or printing we produce for the purposes of promoting our services unless you request otherwise in writing.

Quotes

All quotes for work are valid for thirty (30) days, after which time all proposed work will have to be re-quoted. We take no responsibility for a re-quoted price differing from an original quote.

Illegal Matter

The Studio reserves the right not to print any matter deemed illegal, libellous or offensive, or which may be an infringement of the proprietary or other rights of any third party. This agreement indemnifies us in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

Consequential Loss

The Studio accept no liability whatsoever for consequential or third party losses, resulting in a delay in delivery howsoever caused.

Financial Loss

The Studio accept no liability whatsoever for financial loss or loss of earnings arising from products or services provided by The Studio.

Force Majeure

The Studio accept no responsibility if we are unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency you may, by written notice to ourselves, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

Liability

The Studio shall not be liable for any loss to the customer arising from delay in transit caused by circumstances beyond The Studio's control.

Price Breakdown

The invoice we send you will be itemised, showing the cost of the design and research process, as well as the production itself. Supplying us with suitable material will, therefore, reduce the time spent on design and, thereby, the final charge. VAT is charged at the current Customs & Excise rates and according to current regulations, irrespective of whether or not it is included in a price quotation.

Jobs Put On Hold or Cancelled by the Client

Jobs put on hold or cancelled by the client during production will be invoiced at current stage and materials. This invoice must be paid in full together with any VAT that falls due accordingly.

Credit Terms

For invoices not settled within the agreed credit terms, we reserve the right to charge interest on the overdue debt at 4% above the Bank of England base rate at the time and an administration fee to cover the debt recovery costs.

Insolvency

Any customer ceasing to pay their debts in the ordinary course of business or proving unable to pay their debts as they become due or, being, a company, is deemed to be 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 it, The Studio, without prejudice to other remedies, shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to it, and (ii) in respect of all unpaid debts due from the customer, 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 manner and at such price as we think fit and to apply the proceeds towards such debts.

Data Protection

The Studio agrees keep the confidential information of its clients confidential, including all administration areas of websites and details of referrers and those who are referred. All such data recorded by a website will be completely secure, and all information will be treated as confidential in accordance with the Data Protection Act.

These terms and conditions supersede any previous agreements that may be held, whether written or verbal.