

The following Terms and Conditions of Service apply to all products and services provided by DAM Creative Ltd.

All work is carried out by DAM Creative Ltd on the understanding that the client has agreed to DAM Creative Ltd's terms and conditions.

Copyright is retained by DAM Creative Ltd on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by DAM Creative Ltd as fulfilling the contract. All other designs remain the property of DAM Creative Ltd, unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, DAM Creative Ltd will provide the customer with an emailed estimate or quotation. The Terms and Conditions can be read on DAM Creative Ltd's website.

A copy of the emailed estimate or quotation is to be returned via email to DAM Creative Ltd by the customer to indicate acceptance. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept DAM Creative Ltd's terms and conditions. No work on a project will commence until either document has been received by DAM Creative Ltd.

Payment

The customer will be provided with an invoice once the project or part project is completed. At this time the agreed interim amount, balance of the amount, or total amount due will become payable which ever has been agreed. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

Payments may be made by cash, cheque, or BACS.

Publication and/or release of work done by DAM Creative Ltd 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. DAM Creative Ltd 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. DAM Creative Ltd shall be considered entitled to remove DAM Creative Ltd'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 DAM Creative Ltd 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 DAM Creative Ltd for inclusion in the customer's website 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 DAM Creative Ltd on behalf of the customer, will remain the property of DAM Creative Ltd and/or its suppliers.

The customer may request in writing from DAM Creative Ltd, the necessary permission to use materials (for which DAM Creative Ltd holds the copyright) in forms other than for which it was originally supplied, and DAM Creative Ltd 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.

By supplying images, text, or any other data to DAM Creative Ltd, the customer grants DAM Creative Ltd permission to use this material freely in the pursuit of the design.

Should DAM Creative Ltd, 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 DAM Creative Ltd to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold DAM Creative Ltd 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 DAM Creative Ltd 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 DAM Creative Ltd, 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 DAM Creative Ltd and any of its relevant sub-contractors.

All design work- where there is a risk that another party 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. DAM Creative Ltd will not be held responsible for any and all damages resulting from such claims. DAM Creative Ltd is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold DAM Creative Ltd responsible for any such loss or damage. Any claim against DAM Creative Ltd shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to DAM Creative Ltd's definition of acceptable means of supplying data to the company.

Text is to be supplied to DAM Creative Ltd in electronic format as standard text (.txt), MS Word (.doc) on data-stick, CD-ROM, via FTP or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by DAM Creative Ltd on data-stick, CD-ROM, via FTP or via e-mail. Images must be of a quality suitable for use without any subsequent image processing, and DAM Creative Ltd will not be held responsible for any image quality which the client later deems to be unacceptable. DAM Creative Ltd 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 DAM Creative Ltd of a design project's duration is to be considered by the customer to be an estimation. DAM Creative Ltd 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 are received by DAM Creative Ltd for the initial payment or by date confirmed in writing by DAM Creative Ltd.

Rights of Access for Website Construction

The client agrees to allow DAM Creative Ltd all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow DAM Creative Ltd access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply DAM Creative Ltd with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Design Project Completion

DAM Creative Ltd considers the design project complete upon receipt of the customer's Approval either written or by email. 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, DAM Creative Ltd will provide the customer with the opportunity to review the resulting work. DAM Creative Ltd 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 DAM Creative Ltd by e-mail or fax and confirmed by post.

DAM Creative Ltd 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.

Hosting websites

DAM Creative Ltd cannot be held responsible for any loss of revenue due to hosting or server problems. Any hosting or server issues that occur will be dealt with as a priority but no time guarantees can given.

Domain Registration

DAM Creative Ltd cannot guarantee the availability of any domain name. Where DAM Creative Ltd is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, DAM Creative Ltd cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

Design Credits

The customer agrees to allow DAM Creative Ltd to place a small credit on printed material exhibition displays, advertisements and/or a link to DAM Creative Ltd'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 DAM Creative Ltd to place websites and other designs, along with a link to the client's site on DAM Creative Ltd's own website for demonstration purposes and to use any designs in its own publicity.

Rights of Refusal

DAM Creative Ltd 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. DAM Creative Ltd also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that DAM Creative Ltd does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow DAM

Creative Ltd to remove the contravention without hindrance, or penalty. DAM Creative Ltd 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, DAM Creative Ltd 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 DAM Creative Ltd within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

DAM Creative Ltd makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. DAM Creative Ltd will not be held responsible for any and all damages resulting from products and/or services it supplies. DAM Creative Ltd 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 DAM Creative Ltd responsible for any such loss or damage. Any claim against DAM Creative Ltd shall be limited to the relevant fee(s) paid by the customer.

DAM Creative Ltd 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. DAM Creative Ltd will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

DAM Creative Ltd 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. DAM Creative Ltd 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. DAM Creative Ltd 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 DAM Creative Ltd and validated by the customer's signature on the estimate or quotation form, 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 and DAM Creative Ltd.