



Deviate Design's Terms and Conditions 2018

The following Terms and Conditions of Service apply to all products and services provided by Deviate Design B.V.

All work is carried out by Deviate Design B.V on the understanding that the client has agreed to Deviate Design B.V. Terms and Conditions of Service.

Copyright is retained by Deviate Design B.V on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If multiple design concepts are presented, only one concept is deemed to be given by Deviate Design B.V. as fulfilling the contract. All other designs remain the property of Deviate Design B.V, unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, Deviate Design B.V. will provide the customer with a written estimate or quotation accompanied by these Terms and Conditions.

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 Deviate Design B.V. No work on a project will commence until signed document has been received by Deviate Design B.V.

Design Charges

Charges for design services to be provided by Deviate Design B.V. 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 25% of the quoted fee will become immediately due.

Unless agreed otherwise with the customer, all design services require an advance payment of a minimum of twenty five (25) percent of the project quotation total before the work commences or is supplied to the Client for review. The remaining seventy five (75) percent of the project quotation total will be due upon completion of the work.

Charges for Other Services

Charges for any additional services requested during the project that are over and above the estimated quote will become fully payable once the project has been completed.

Source Files

Deviate Design B.V. will supply proofs and PDF files as appropriate for printing, or other graphic files as detailed in the job scope or request.

Charges for design work do not cover the release of our copyright design source files, including but not restricted to indd, psd, ai, png, fla or other source files or raw code; if the Client requires these files for transfer to an in-house or other designer, they may be subject to a separate quotation or 'buy-out' charge.

Deviate Design B.V. will retain source files for a minimal period of 12 months after completion of the project, after this period Deviate Design B.V. has the right to remove source files from their computer systems.

Payment

The customer will be provided with an invoice once a project has been completed. At this time the remainder of the amount outstanding will become due. Accounts which remain outstanding for 30 days after the date of invoice will incur an extra charge of 5% per month of the outstanding amount.

For projects than run over a longer period of time, Deviate Design B.V has the right to ask for part-payments prior to completion of the project.

Payments are to be made by bank transfer.

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



Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice. Deviate Design B.V. shall be considered entitled to restrict access to Deviate Design B.V. and/or the customer's material, 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.

Restriction of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Deviate Design B.V. reasonable legal expenses and third-party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

Any artwork, images, drawings, ideas or text supplied and/or designed by Deviate Design B.V. on behalf of the customer, will remain the intellectual property of Deviate Design B.V. and/or its suppliers unless otherwise agreed in writing. A licence for use of the copyright material is granted to the customer solely for the project defined in the scope or request and not for any other purpose.

The customer may request in writing from Deviate Design B.V. the necessary permission to use materials (for which Deviate Design B.V. holds the copyright) in forms other than for which it was originally supplied, and Deviate Design B.V. 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 text, images and other data to Deviate Design B.V. for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions and that they grant Deviate Design B.V. permission to use this material freely in the pursuit of the design. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Should Deviate Design B.V. 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 Deviate Design B.V. to remove and/or replace the file in the design or the customer will agree to pay any relevant fees or royalties.

The customer agrees to fully indemnify and hold Deviate Design B.V. 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 Deviate Design B.V. 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 Deviate Design B.V. or any of its contractors, is licensed for use by the client solely for the project defined in the scope or request, and not for any other purpose and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Deviate Design B.V. 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.

Data Formats

The client agrees to Deviate Design B.V. definition of acceptable means of supplying data to the company. Text is to be supplied to Deviate Design B.V. in electronic format as: standard text (.txt) or MS Word (.doc) on DVD, CD-ROM or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by Deviate Design B.V. via Dropbox, WeTransfer, USB Stick, CD-ROM or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Deviate Design B.V. will not be held responsible for any image quality which the client later deems to be unacceptable. Deviate Design B.V. 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 Deviate Design B.V. of a design project's duration is to be considered by the customer to be an estimation. Deviate Design B.V. 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 Deviate Design B.V. for the initial payment or by date confirmed in writing by Deviate Design B.V.

Design Project Completion

Deviate Design B.V. considers the design project complete upon receipt of the client's written confirmation of completion. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

Design Credits

The customer agrees to allow Deviate Design B.V. to place a small credit on printed material exhibition displays, advertisements and/or a link to Deviate Design B.V.'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 Deviate Design B.V. to place design work on Deviate Design B.V.'s own website and on Social Media for demonstration purposes and to use any designs in its own publicity. With prior agreement and at our discretion any personal data and or private information will be removed.

Rights of Refusal

Deviate Design B.V. 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. Deviate Design B.V. also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Deviate Design B.V. does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Deviate Design B.V. to remove the contravention without hindrance, or penalty. Deviate Design B.V. 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 in person, however, following this, Deviate Design B.V. will need formal notification in writing. 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 Deviate Design B.V. within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

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

Deviate Design B.V. 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. Deviate Design B.V. will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Deviate Design B.V. 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 Deviate Design B.V. 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 Deviate Design B.V.