

Vincent & Bell

Terms and Conditions

The terms and conditions stated here shall apply to all work performed by Vincent & Bell on behalf of The Client. Vincent & Bell reserves the right to refuse any work for any reason. Vincent & Bell reserves the right to change any of these terms and conditions at any time without notice; changes become effective immediately. By using Vincent & Bell you are fully accepting the terms, conditions and disclaimers contained in this notice.

Payment

Payment is accepted via cash, check or via BACS into the Vincent & Bell account. A non-refundable deposit of 50% of the total estimate of the project is required before any design/artwork can begin, with the remaining balance due upon completion of the design work. The Client will have the opportunity to approve additional charges should any occur as the work progresses. Payment in full will release completed design files for publication.

Any account with a balance older than 30 days past the initial invoice date will be subject to 'Late Payment' penalty of 8% of the overdue balance.

Refunds and Discounts

Vincent & Bell, at its sole discretion, may offer a full or partial refund or a discount to the Client under certain circumstances.

Cancellation of Work

The Client, at their discretion, may terminate further work on a project. In such a case, all time spent on the project by Vincent & Bell will immediately become due and payable in full. The initial deposit of 50% of the design fee will not be refunded.

Turnaround Time

Vincent & Bell strives to meet realistic deadlines set and agreed upon through clear communication with the Client, but turnaround always varies from project to project. The amount of time the Client takes to review a proof prior to requesting a revision or approving final artwork can and will greatly affect turnaround time.

Excessive review time will alter agreed upon deadlines. If the Client has not provided text, photos, or any other content necessary for the completion of a design project within 30 days of delivery of the first design concept, the project will be canceled and subject to the conditions set forth in this document regarding canceled work.

Revisions

A revision is any change whatsoever to a concept or design once it is presented. Vincent & Bell encourages the Client to take as much time as he or she reasonably

needs to deliver accurate feedback on a design. However, excessive review time will alter agreed upon deadlines (see Turnaround Time).

If Vincent & Bell is unable to contact the Client and the Client does not contact Vincent & Bell within 30 days after a concept or revised layout has been presented, then the project will be canceled and subject to the conditions set forth in this document regarding canceled work.

Errors

Vincent & Bell will not take responsibility for any copy or design errors committed on the part of the Client. The Client is encouraged to proofread all artwork carefully. In addition, Vincent & Bell is not responsible for incorrect dates or misspelled words in files submitted by Client or jobs approved by Client upon design completion. Under no circumstances will a refund or reprint be honored for an error in files submitted by the Client.

Once the Client has approved a proof from a printer, Vincent & Bell is no longer responsible for any errors in the finished document(s), regardless of where the errors originated from.

Liability

Vincent & Bell will not be held responsible for any loss or damage sustained by the Client as a result of the use of materials created or supplied by Vincent & Bell. All works created by Vincent & Bell will be considered approved for use by the Client prior to being released to the Client for use in any way. The maximum liability of Vincent & Bell under any circumstances shall not exceed the paid amounts relating to any respective order.

Final Art

Acceptance of final artwork must be in writing and will represent the final stage of the work process. Any subsequent work requested by the Client in relation to the order will result in additional charges to the Client at the discretion of Vincent & Bell. In this circumstance, the Client will be advised of any additional fees before the work is undertaken. By approving the final work in writing, the Client assumes all responsibility for the subsequent usage of the design.

File Transfer

When a project is completed per the Client's written approval and payment in full, at the Client's request Vincent & Bell will transfer files to the Client in .PSD, .JPG, .EPS, and/or .TIF formats, by mailing a disc to the Client or via electronic file transfer.

Copyright

Any unique artwork generated by Vincent & Bell for the Client belongs to the Client when payment in full is received. All work provided to the Client by Vincent & Bell

is believed to constitute original work, and is prepared in good faith that it does not infringe on the rights of any other party. However, Vincent & Bell cannot provide an explicit or absolute guarantee that any specific works do not infringe upon existing third-party rights, whether inadvertently, by coincidence, or otherwise. The Client is hereby encouraged to further research, trademark or copyright the work through the legal process required in their location. All preliminary work and materials produced by Vincent & Bell for the purposes of developing any work for the Client remain the sole property of Vincent & Bell, not including previously copyrighted materials supplied by the Client. Any unauthorized usage of copyrighted materials created by Vincent & Bell will be actively pursued and prosecuted to the fullest extent of the law.

The Client unconditionally guarantees that any elements of text, photos, trademarks, or any other artwork furnished to Vincent & Bell for inclusion in any design project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend Vincent & Bell and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

Vincent & Bell may wish to use examples of developmental or final completed work prepared for the Client as a part of our future marketing materials. Vincent & Bell may also wish to use relevant sections of correspondence attributed to the Client as reference or testimonial material. If the Client does not wish for examples of such design work, reference, or testimonials to be used in said marketing materials, the Client must provide a written request for Vincent & Bell to refrain from using the examples, references, and/or testimonials. Vincent & Bell will acknowledge the Client's request and refrain from using the material. If the material has already been printed or presented on the internet in some form then Vincent & Bell will not use the material in future marketing materials. Any materials already printed or presented will remain in use.

Website Copyright

All copyright, trademarks and all other intellectual property rights in the website and its content (including without limitation the website design, text, graphics and all software and source code connected with the website) are owned by or licensed to Vincent & Bell or otherwise used by Vincent & Bell with permission or as permitted by law. Content may not be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of Vincent & Bell, excluding the downloading, copying and/or printing of pages of the website for personal, non-commercial home use only.