

Terms and Conditions of Service

Nia Sian Design

1. The following terms and conditions of service apply to all artwork, graphic design, web design, print and any other services provided by Nia Sian Design. Any other services include, but are not limited to
 - Copy writing
 - Social media management
 - Marketing
2. All design work is carried out by Nia Sian Design on the understanding that the client has agreed to abide by Nia Sian Designs terms and Conditions.

3. Copyright

- A. Copyright of all graphic design work is retained by Nia Sian Design (This is to include copy, concepts, drawings, ideas, proofs and illustrations) unless specifically released in writing; until after all invoices have been settled.
- B. You the client own copyright of the final design work once invoices have been settled and project acceptance has been given through final sign off.
- C. Nia Sian Design retains the right to use the final design work, or any versions of the work created during the design process, within printed and online portfolios, including promotional materials such as newsletters and advertisements.
- D. The client also gives Nia Sian Design permission to use the client's full name, business address, and/or website address for testimonial purposes on the Nia Sian Design website (www.niasian.co.uk)

4. Data Formats

- A. The client agrees to Nia Sian Designs definition of acceptable means of supplying data to be used in project work.
- B. Text is to be supplied to Nia Sian Design in electronic format as standard text (.txt), MS Word (.doc) on CD, USB data stick, Via email or through either we transfer or drop box.
- C. Images are to be supplied in electronic format only and in accordance with Nia Sian Designs guidelines. Images must be of a quality suitable for use without any need for subsequent image processing. Nia Sian Design will not be held responsible for any image quality which the client later deems to be unacceptable. To ensure quality work is delivered, Nia Sian Design will not accept any images that have been scanned. Furthermore, Nia Sian Design will not scan any images for the purposed of using said images in print or digital media.
- D. In situations where the client provides images, text and animations for their website, the client is responsible for ensuring that this material does not infringe any copyright.

- E. In some situations, Nia Sian Design may need to purchase images from stock image suppliers. These images are generally only licenced for use on a single website or within the specified digital/print media as per the design project brief, unless otherwise agreed.

5. Project acceptance

- A. At the time of proposal, Nia Sian Design will provide the client with a written estimate or quotation by post or email as requested.
- B. 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 Nia Sian Design by email or post.
- C. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Nia Sian Designs terms and conditions. No Work on a project will commence until either document has been received by Nia Sian Design.

6. Design fees

- A. Fees charged for design services to be provided by Nia Sian Design will be discussed and set out in the written estimate or quotation which will be provided to the client. It is the client's responsibility to check the amount quoted prior to signing the agreement on the proposal document. Signing the agreement in the proposal indicates acceptance of both the quotation on the proposal presented to the client and of the terms and conditions laid out in this document. Once the agreement has been signed by both client and designer, a deposit of 30% of the total quoted balance will become payable immediately.
- B. The price quoted to the client is for the work agreed on the quotation/proposal only. Should the client decide that new features are required after work on the project has commenced, these changes will be accepted with the provision that additional charges may have to be negotiated and accepted by the client before the additional work can be done.

7. Design project duration

- A. Any indication of duration of a design project given by Nia Sian Design is to be considered by the client as an estimate only. Nia Sian Design cannot be held responsible for any project over-runs caused by illness, injury or any other events beyond Nia Sian Designs control, such as; fire, theft, computer failure, and acts of God!

8. Design project completion

- A. On completion of the project, Nia Sian Design will require the client to complete a sign off form. This indicates that the client is happy with the final result of the project and no further amendments will be made. Any additional design work needed on the project once it has been signed off will incur additional charges.

12. Payment

- A. The client will be asked to provide artwork approval sign off before being issued with an invoice prior to print/artwork/publication/websites going live.
- B. At this time the remainder of the fees due will become payable. Accounts which remain outstanding 30 days after the invoice date may incur extra charges.
- C. Payments are to be made by bank transfer unless otherwise agreed.
- D. Nia Sian Design will not accept cheques as payment for design work.

15. Copyrights and trademarks

- A. By supplying Nia Sian Design with any text, data or imagery for inclusion in any design work carried out by Nia Sian Design, the client declares that it holds the appropriate trademark and/or copyright permissions.
- B. Any artwork, images or text supplied and/or designed by Nia Sian Design will remain the property of Nia Sian Design and/or its suppliers, until full payment has been made. At which time full copyright is passed on to the client.
- C. By supplying Nia Sian Design with text, images or any other data, the client agrees to grant Nia Sian Design permission to use this material freely in pursuit of the design and to utilise the designs in Nia Sian Designs portfolio unless otherwise agreed.

17. Design credits

- A. The client agrees to allow Nia Sian Design to place a small credit on printed material, exhibition displays, advertisements and/or a link to Nia Sian Designs own website on the customers website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.
- B. The client also agrees to allow Nia Sian Design to place all design work on Nia Sian Designs website (www.niasian.co.uk) for portfolio and demonstration purposes, and to use any designs in its own publicity unless otherwise agreed.

18. Term and Termination

Where a contract is drawn up for web hosting, the contract shall enter into force on the commencement date and subject as provided in clause 18.A shall continue in force for a period of 12 months and shall continue annually thereafter unless or until terminated by either party giving to the other not less than 90 days written notice (to be sent by registered post to the registered office of N-S-D) on or before the first or any subsequent anniversary of the Commencement Date.

- A. The contract may be terminated by notice in writing
- B. Forthwith by N-S-D if the Customer fails to pay any sums payable under the Contract within 30 days of the due date;

C. Forthwith by either party if the other commits any material breach of any term of the Contract (other than one falling within clause **18.B**) and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same;

D. Forthwith by either Party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee receiver or administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

E. Any termination of the Contract shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party or the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

F. On expiry or termination of the Agreement:- all provisions of this Agreement shall cease to have effect, save that any provisions which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

G. For the avoidance of doubt, any purported termination of the Contract by the Customer (other than a termination in accordance with the provisions of clause 18.A, clause 8.B or clause 18.E) shall not entitle the Customer to a refund of any Charges paid in respect of the then current year.

H. The customer acknowledges that the Charges are payable in one lump sum annually in advance when the Site is accepted. In certain circumstances N-S-D will allow the Charges for the hosting services to be paid by Direct Debit in 12 equal monthly instalments. If the customer shall fail to pay any such instalment the balance of the Charges payable in any year shall immediately become due and payable and the Customer shall forthwith on demand pay to N-S-D the full amount of the balance of the outstanding Charges. N-S-D shall be under no obligation to continue to provide the hosting services until such time as all arrears have been settled.

19. Alterations

The client agrees that any work required over and above what has been agreed in the proposal will be subject to a separate charge.

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

20. Cancellation

Cancellation of orders may be made initially by telephone contact or email, however, following this, Nia Sian 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 Nia Sian Design within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

21. Disclaimer

Nia Sian Design makes no warranties of any kind. express or implied, for any and all products and/or services that it supplies. Nia Sian Design will not be held responsible for any and all damages resulting from products and/or services it supplies. Nia Sian Design is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While N-S-D will 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 Nia Sian Design responsible for any such loss or damage. any claim made against Nia Sian Design shall be limited to the relevant fee(s) paid by the customer.

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

Nia Sian Design and its clients agree to comply with printers terms and conditions which include disclaimers for non-completion on time and flexibility to supply quantities within 10% of the total ordered. Nia Sian Design recommends 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.

22. Licencing

Any design, copywriting, idea or website code created for the customer by Nia Sian Design, or any of its contractors, is licenced 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 Nia Sian 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. Nia Sian Design will not be held responsible for any and all damages resulting from such claims. Nia Sian 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 Nia Sian Design responsible for any such loss or damage. Any claim against Nia Sian Design shall be limited to the relevant fee(s) paid by the customer.

23. General

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

24. Acceptance of quotation and terms

the placement of an order for design and/or any other service offered by Nia Sian Design and validated by the customer's signature on the estimate or quotation, constitutes acceptance of the estimate or quotation and agreement to fully comply with all the terms and conditions and forms a contract for business between the signatory and Nia Sian Design.