



THE CREATIVE TREE TERMS AND CONDITIONS

The following Terms and Conditions of Service apply to all artwork, graphic design, print and web services provided by The Creative Tree Ltd.

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

Copyright of all graphic design work is retained by The Creative Tree Ltd including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.

Where the client has requested website development services, the Website Development terms and Conditions Addendum (which can be found here [LINK]) shall be incorporated into these terms and conditions.

If multiple design concepts are submitted, only one concept is deemed to be given by The Creative Tree Ltd as fulfilling the contract. All other artwork designs remain the property of The Creative Tree Ltd, unless agreed in writing.

1. PROJECT ACCEPTANCE

At the time of proposal, The Creative Tree Ltd will provide the customer with a written estimate or quotation (the Quote). Any terms agreed between the parties in the Quote will take precedence over any contradicting terms set out in these terms and conditions.

These terms and conditions and the Quote shall be deemed to have been accepted on the earlier of; (i) written or oral acceptance by you of the Quote; (ii) the date on which you first make a payment to us; or (iii) the date on which we first start providing the services to you in accordance with these terms and conditions.

2. DESIGN FEES

Fees for design services to be provided by The Creative Tree Ltd, 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 50% of the quoted fee will become immediately due. Work on the project will not commence until The Creative Tree Ltd has received this amount.

3. CHARGES FOR OTHER SERVICES

Charges for any additional services over and above the estimated design, will become fully payable at the time of project acceptance.

4. PAYMENT

The client will be asked to provide artwork sign off before followed by an Invoice prior to print/artwork/publication. At this time the remainder of the fees due will become payable. 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 Bacs, cash, cheque, or (for overseas customers), Paypal or previously agreed electronic funds transfer.

Publication and/or release of work done by The Creative Tree Ltd on behalf of the client, may not take place before funds have cleared.

Returned cheques will incur an additional fee of £50 per returned cheque. The Creative Tree Ltd reserves the right to consider an account to be in default in the event of a returned cheque.

Payment in full is required prior to artwork being sent to print.

5. DEFAULT

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. The Creative Tree Ltd shall be considered entitled to remove The Creative Tree 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 The Creative Tree Ltd reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

6. LIMITATION OF REMEDIES AND LIABILITY

Nothing in these terms and conditions shall operate to exclude or limit The Creative Tree Ltd's liability for any liability which cannot be excluded or limited under applicable law.

The Creative Tree Ltd shall not be liable to the client for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

Subject to the above, The Creative Tree Ltd's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with these terms and conditions or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 100% of the total Charges payable by the client to The Creative Tree Ltd under these terms and conditions in that calendar year.

7. COPYRIGHTS AND TRADEMARKS

By supplying text, images and other data to The Creative Tree Ltd for inclusion in the customer's brochure 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 The Creative Tree Ltd on behalf of the customer, will remain the property of The Creative Tree Ltd and/or its suppliers, excluding Logo design in which full copyright will be passed to the client upon receipt of full payment.

The customer may request in writing from The Creative Tree Ltd, the necessary permission to use materials (for which The Creative Tree Ltd holds the copyright) in forms other than for which it was originally supplied, and The Creative Tree 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. The Creative Tree Ltd reserves the right to charge fees for additional usage.

By supplying images, text, or any other data to The Creative Tree Ltd, the customer grants The Creative Tree Ltd permission to use this material freely in the pursuit of the design and to utilise the designs in The Creative Tree Ltd's portfolio unless agreed otherwise.

Should The Creative Tree 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 The Creative Tree Ltd to remove and/or replace the file.

The customer agrees to fully indemnify and hold The Creative Tree 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.

8. 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 The Creative Tree Ltd holds no responsibility for any amendments made by any third party, before or after a design is published.

9. LICENSING

Any design, copywriting, drawing, idea or code created for the customer by The Creative Tree 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 The Creative Tree Ltd 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. The Creative Tree Ltd will not be held responsible for any and all damages resulting from such claims. The Creative Tree 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 The Creative Tree Ltd responsible for any such loss or damage. Any claim against The Creative Tree Ltd shall be limited to the relevant fee(s) paid by the customer.



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10. DATA FORMATS

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

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

Images which are supplied in an electronic format, are to be provided in a format as prescribed by The Creative Tree Ltd via CD-ROM, or electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and The Creative Tree Ltd will not be held responsible for any image quality which the client later deems to be unacceptable. The Creative Tree 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.

11. DESIGN PROJECT DURATION

Any indication given by The Creative Tree Ltd of a design project's duration is to be considered by the customer to be an estimation. The Creative Tree 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 of the deposit are received by The Creative Tree Ltd.

12. DESIGN PROJECT COMPLETION

The Creative Tree Ltd considers the design project complete upon receipt of the customer's sign off. Other services such as printing, display panel production, film work, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

13. DESIGN CREDITS

The customer agrees to allow The Creative Tree Ltd to place a small credit on printed material, exhibition displays, advertisements and/or a link to The Creative Tree 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 The Creative Tree Ltd to place all designs on The Creative Tree Ltd's own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

14. RIGHTS OF REFUSAL

The Creative Tree 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. The Creative Tree Ltd also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that The Creative Tree Ltd does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow The Creative Tree Ltd to remove the contravention without hindrance, or penalty. The Creative Tree Ltd is to be held in no way responsible for any such data being included.

15. CANCELLATION AND TERMINATION

This agreement shall commence on the date that the Quote has been accepted in accordance with these terms and conditions and shall (subject to earlier termination under this clause) terminate automatically on completion of The Creative Tree Ltd's services and (where applicable) acceptance of the website and payment of all outstanding sums.

Either party may cancel a Quote by giving to the other party no less than 14 days prior written notice. If the client cancels a Quote in accordance with this clause, the client shall be liable to pay for: (i) all third party expenses, fees and disbursements already committed to the services; (ii) all services carried out by The Creative Tree Ltd and its third party suppliers up until the notice to terminate the Quote has ended; and (iii) all such other fees and cost associated with the services that are not recoupable by the Creative Tree Ltd.

16. FORCE MAJEURE

Neither party shall be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control which includes,

but is not limited to, failure of a subcontractor to provide a service, failure of the internet or other utility service. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one month, the party not affected may terminate these terms and conditions by giving five days' written notice to the affected party.

17. CHANGES TO THESE TERMS AND CONDITIONS

The Creative Tree Ltd may at any time change these terms and conditions from time to time. The client is able to access the latest version of the terms and conditions that apply to the Quote here [LINK].

18. DISCLAIMER

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

The Creative Tree Ltd reserves the right to use the services of subcontractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. The Creative Tree Ltd will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

The Creative Tree 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. The Creative Tree 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.

19. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20. SUBCONTRACTOR AND OTHER DEALINGS

The Creative Tree Ltd may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these terms and conditions.

21. GENERAL

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. The Creative Tree Ltd reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

22. ACCEPTANCE OF QUOTATION AND TERMS AND CONDITIONS

The placement of an order for design and/or any other services offered by The Creative Tree Ltd and validated by the customer's project acceptance, 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 The Creative Tree Ltd.



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