



stitched media
GRAPHIC DESIGN FOR WEB & PRINT

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TERMS & CONDITIONS

The following Terms and Conditions of Service apply to all products and services provided by Stitched Media Ltd. (henceforth referred to as Stitched Media).

GENERAL

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

Copyright is retained by Stitched Media on all creative design work including campaign advertising slogans, 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 Stitched Media as fulfilling the contract. All other designs remain the property of Stitched Media, unless agreed in writing that this arrangement has been changed.

Project acceptance

At the time of proposal, Stitched Media will provide the client with a written estimate or quotation. The terms and conditions can be read on the Stitched Media website.

The client may send an official order in reply to the estimate or quotation, or an email acknowledging acceptance of the quotation, which binds the client to accept Stitched Media's terms and conditions.

No work on a project will commence until acceptance of the quotation has been received by Stitched Media.

Payment

All clients are required to pay 50% up front of the full accepted quote for Stitched Media to commence work. The Remaining 50% will be required on completion of the project on our standard 30 days terms

Payments may be made by online transfer, cash or cheque. Publication and/or release of work undertaken by Stitched Media on behalf of the client may not take place before cleared funds have been received.

Stitched Media 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.

Payments made after the 30 day deadline will incur a 5% late payment charge. This charge will be repeated for each 30 day period payment is not received.

Stitched Media shall be considered entitled to remove Stitched Media and/or the client'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 client of its obligation to pay the due amount. Clients whose accounts become default agree to pay Stitched Media 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 Stitched Media for inclusion in the client's website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Stitched Media on behalf of the client, will remain the property of Stitched Media and/or its suppliers in accordance with the Copyright, Designs and Patents Act 1988.

The client may request in writing from Stitched Media the necessary permission to use materials (for which Stitched Media holds the copyright) in forms other than for which it was originally supplied, and Stitched Media 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 Stitched Media, the client grants Stitched Media permission to use this material freely in the pursuit of the design.

Should Stitched Media or the client 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 client will agree to allow Stitched Media to remove and/or replace the file on the site.

The client agrees to fully indemnify and hold Stitched Media free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

Alterations

The client 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 client also agrees that Stitched Media 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 client by Stitched Media, 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 Stitched Media 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.

Stitched Media will not be held responsible for any and all damages resulting from such claims. Stitched Media is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold Stitched Media responsible for any such loss or damage. Any claim against Stitched Media shall be limited to the relevant fee(s) paid by the client.

Rights of refusal

Stitched Media 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.

Stitched Media also reserves the right to refuse to include submitted material without giving reason.

In the situation where any images and/or data that Stitched Media does include in all good faith, and subsequently discovers is in contravention to such terms and conditions, the client is obliged to allow Stitched Media to remove the contravention without hindrance, or penalty. Stitched Media 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, Stitched Media 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 Stitched Media within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Project duration

Any indication given by Stitched Media of a project's duration is to be considered by the client to be an estimate. Stitched Media 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 Stitched Media for the initial payment or by date confirmed in writing by Stitched Media.

Disclaimer

Stitched Media makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Stitched Media will not be held responsible for any and all damages resulting from products and/or services it supplies.

Stitched Media 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 client agrees not to hold Stitched Media responsible for any such loss or damage. Any claim against Stitched Media shall be limited to the relevant fee(s) paid by the client.

Stitched Media 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. Stitched Media will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Stitched Media 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. Stitched Media 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.

Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by Stitched Media, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at www.stitched-media.co.uk

An estimate validated by confirmation of approval to proceed with the project by the client by e-mail or in writing 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 Stitched Media.

General

Stitched Media reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

CREATIVE DESIGN SERVICES

Charges for creative design services to be provided by Stitched Media will be set out in the written estimate or quotation that is provided to the client.

Charges for creative design work do not cover the release of copyright design files including indd, psd, png, eps, jpg or any other source files; if the client requires these files they will be subject to a separate quotation or 'buy-out' charge.

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

All design work will be proofed by the client and written approval given before Stitched Media will release it for publication or print. Whilst all efforts will be made by Stitched Media to ensure the accuracy of work, no liability can be accepted by Stitched Media for errors not highlighted by the client prior to written approval for publication or print.

Data formats

The client agrees to Stitched Media's definition of acceptable means of supplying data to the company.

Text is to be supplied to Stitched Media in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail/FTP.

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

Stitched Media 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, colour correction and alteration of images.

WEBSITE DESIGN AND DEVELOPMENT

Stitched Media require that a template is approved by the client before coding of a site commences. Once the template(s) for the website are approved by the client, coding will commence; any changes to navigation items, colours, structure or content which require changes to the template will incur an additional charge.

Once web design is complete, Stitched Media will provide the client with the opportunity to review the resulting work. Stitched Media will make three sets of 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 Stitched Media by e-mail.

Stitched Media will consider that the client has accepted the original draft, if no notification of changes is received in writing from the client, within 14 days of the start of the review period.

Rights of access for website construction

The client agrees to allow Stitched Media 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 client also agrees to allow Stitched Media 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 client agrees to supply Stitched Media with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Hosting websites

Stitched Media offers in-house hosting services through an out-sourced server. Stitched Media does not guarantee continuous service and will accept no liability for loss of service, whatever the cause.

Stitched Media may request that clients change the type of hosting account used if that account is deemed by Stitched Media to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website.

Fees for hosting on Stitched Media's virtual server are due at the commencement of any period of service and are non-refundable. Fees due to third party hosting organisations are the responsibility of the client and Stitched Media is not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the client/domain owner.

Domain registration

Stitched Media cannot guarantee the availability of any domain name. Where Stitched Media 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, Stitched Media 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. Stitched Media recommend that clients use a professional Search Engine Optimisation specialist and can arrange for third party SEO consultancy, but can accept no responsibility for their services.

Design credits

The client agrees to allow Stitched Media to place a small credit in the form of a link to Stitched Media's own website on the client'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 client also agrees to allow Stitched Media to place websites and other designs, along with a link to the client's site on Stitched Media's own website for demonstration purposes and to use any designs in its own publicity and portfolios.