

# Terms & conditions

## GENERAL TERMS AND CONDITIONS

The following Terms and Conditions of Service apply to all design services provided by Lounge Design Limited. All work carried out by Lounge Design Limited is done so on the understanding that the client has agreed to my terms and conditions which are stated on this page. All Copyright and ownership rights will be retained by Lounge Design Limited on all intellectual property and design work unless specifically released in writing after all costs have been settled.

## PROJECT ACCEPTANCE

Lounge Design Limited will provide the customer with a written estimate, quotation or proposal which will be delivered by e-mail or post.

For projects totalling £2,500 or less, or where the work is on an extremely tight deadline, a return e-mail confirming acceptance of costs will be acceptable.

For projects in excess of £2,500 a copy of the written estimate or quotation should be signed and dated by the customer to indicate acceptance and should be returned to Lounge Design Limited. Where such systems are in place the client may send an official purchase order in reply to the estimate, quotation or proposal.

## DESIGN CHARGES AND SCHEDULE

All costs, charges and a schedule for delivery of all elements of a project will be set out in a written estimate, quotation or proposal provided for the client. At the time of the clients signed acceptance of this estimate or quotation, indicating the acceptance of these Terms and Conditions, a non-refundable deposit of 30% of the quoted fee will become due by return. Work on the project will not commence until this amount has been received. On larger projects in excess of £2,500 or agreed deadline exceeding 3 months a mid-project payment of 30% will also be invoiced with a final payment of 40% on completion of project.

## CHARGES FOR OTHER PRODUCTS OR SERVICES SOURCED FROM THIRD PARTIES

Charges for any additional products or services required to be sourced from third parties as part of a project will become payable in full before purchasing or commissioning such products or services.

## PAYMENT

Payment will become due in full upon completion of the work as set out in the written estimate, quotation or proposal. The client will be sent an approval form and invoice prior to project completion. The client will be required to sign and return the approval form to Lounge Design Limited.

Payments may be made by cash, cheque, electronic funds transfer or BACS in GB Pounds or Euros. For clients in the Europe: Payments may also be made in Euros via Paypal provided the client covers any Paypal fees.

Publication and / or the release of work completed by Lounge Design Limited on behalf of the client, will not take place before cleared funds have been received. The work will be held in stasis until payment in full has been received.

## PAYMENT DEFAULT

An account shall be considered to be in default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque.

Returned (bounced) cheques will incur a fee of £100 per returned cheque and the account shall be considered to be in default if the due date of the invoice has been exceeded.

Any accounts which remain outstanding for 30 days after the date of invoice will incur an extra charge of 5% on the 31st day and an additional 5% (cumulative) on the 31st day of each subsequent month on the outstanding amount.

In the event of persistent default, the client shall pay Lounge Design Limited all reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

## Alterations

The client agrees that changes or alterations which are required to be carried out after the acceptance of the

draft design, and which are over and above the work detailed in the written estimate, quotation or proposal, will be liable to a separate charge. Telephone conversations or e-mails requesting alteration will attract a minimum charge of thirty minutes.

## LICENSING

Any graphic, design, photography, copywriting, drawing or illustration created for the customer by Lounge Design Limited is licensed for use by the client only and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Lounge Design Limited.

In the event that there is a risk that another party may make a claim over a design, and such design 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 client agrees Lounge Design Limited will not be held responsible for any and all damages, nor for any loss, or consequential loss, non-delivery of products or services, whatever the cause resulting from such claims.

## DATA FORMATS

The client agrees to supply, in a timely fashion, all logos, text, images, photographs, illustrations, diagrams or any other material for use by Lounge Design Limited in the clients project(s) in the following formats and methods: Text should be supplied in an electronic format only, via e-mail or on CD-ROM as:

- Plain text (.TXT)
- MS Word (.DOC)
- Rich Text Format (.RTF)
- Adobe PDF (.PDF)

Images should be supplied in an electronic format, and only via e-mail if 10mbs or less in total, or on CD-ROM or cloud-based systems as:

- Uncompressed JPEG (.JPG or .JPEG)
- Photoshop PSD (.PSD)
- Tagged Image File Format (.TIFF .TIF)
- Vector images should be supplied in PDF format (.PDF)

Lounge Design Limited will not be held responsible for the quality of any image supplied by the client which the client later deems to be unacceptable. Images should be of an acceptable and suitable quality for their intended use.

The client agrees to supply Lounge Design Limited with all necessary materials required to create and complete the project, and to supply them in a timely manner in order for me to meet with the schedule laid out in the written estimate, quotation or proposal.

## PROJECT DURATION

A projects duration shall be considered by the client to be an estimation. I will always try to work to the schedule, however I 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 Lounge Design Limited for the initial payment or by date confirmed in writing by e-mail or post.

## PROJECT COMPLETION

Lounge Design Limited will consider the design project complete upon receipt of the clients signed approval form or email.

## PRINT ONLY

Lounge Design Limited does not provide an in-house print service and accepts no responsibility or liability for any third party printing. While I will be happy to help and advise on print, the final decision on choice of printer and print materials, and acceptance of proof from the printer lies with the client.

## CANCELLATION OF ORDERS

Cancellation of orders may be made by telephone or e-mail with a follow up of formal notification in writing to my 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 all monies due must be paid in full within 14 days.

## ACCEPTANCE OF QUOTATION AND TERMS & CONDITIONS

The placement of an order validated by the customers signature on the estimate, quotation or proposal form, (or by return of an acceptance email for work under £2,500 in total value) constitutes acceptance and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Lounge Design Limited.

## WEBSITE AND DATABASE HOSTING

Website and database hosting constitutes the business of housing, serving, and maintaining files and databases for one or more websites. The storing of adult content or content that is illegal under English Law is not permitted. Hosting is provided using web servers operated by companies who provide specialist services in this regard. The choice of provider is at the sole discretion of Lounge Design, having regard to Client needs and requirements. For the purposes of any maintenance or repair hosting services may have to be suspended for short periods of time and you will be advised of any downtime requirements in advance. Any maintenance will be outside of business hours where possible and 24 hours notice will be given, except in the case of exceptional emergency maintenance.

Both bandwidth and disk space usage requirements are determined at initial contract supply and if agreed usage limits are exceeded Lounge Design reserves the right to charge incrementally for excesses.

Hosting services are provided for a term of 12 months on a prepay basis and are non refundable. Renewal upon expiry of the term is automatic unless a cancellation notice has been received in writing or by email at Lounge Designs registered office, at least 30 days before renewal.

For the purposes of security, Lounge Design does not provide direct access to hosting file-systems.

A one clock hour hardware fix SLA is provided for hosting services.

## 13. EMAIL ADDRESSES

Email addresses are provided as part of or in addition to Hosting service packages and charged accordingly. Email addresses are only registered with authorized service providers. When provided as part of a Hosting service, Hosting terms and conditions apply.

For email address(es) provided separate to Hosting packaged services, they are provided for a term of 12 months on a prepay basis and are non refundable. renewal upon expiry of the term is automatic unless a cancellation notice has been received in writing or by email at LD's registered office.

## DISCLAIMER

Lounge Design Limited makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Lounge Design Limited will not be held responsible for any and all damages resulting from products and/or services it supplies. Lounge Design Limited is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While I take all reasonable measures to investigate suppliers, materials or any other third party product or service that I recommend, I accept no responsibility for the performance or quality, or any consequential loss arising from their failure. The client agrees not to hold Lounge Design Limited responsible for any such loss or damage. Any claim against Lounge Design Limited shall be limited to the relevant fee(s) agreed in writing and paid by the client.

Lounge Design Limited reserves the right to use the services of sub-contractors, and third-party suppliers for any work, content or services and usage shall be bound by their Terms and Conditions. Lounge Design Limited will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Whilst these terms and conditions will apply to any contract upon which they have been agreed, Lounge Design Limited reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.