

The XLC Print Studio Ltd Design Service Terms and Conditions of Service

The following Terms and Conditions of Service apply to all artwork, graphic design and typesetting services provided by The XLC Print Studio Ltd.

All work is carried out by The XLC Print Studio Ltd on the understanding that the client has agreed to abide by The XLC Print Studio Ltd terms and conditions as set out below.

Copyright and ownership of all graphic design work is retained by The XLC Print Studio Ltd including concepts/ideas, proofs and illustrations (unless specifically released in writing). A release fee will be applied to any artwork files requested at a date later than the initial approval, copyright and ownership will reside with the customer.

Project Acceptance

At the time of proposal, The XLC Print Studio Ltd will provide the customer with a quotation by email as requested. The client must send an official order in reply to the quotation in order for the work to proceed.

Design Fees & Payment

Fees for design services to be provided by The XLC Print Studio Ltd, will be set out in the written quotation that is provided to the customer. Acceptance of the quotation indicates acceptance of the Terms & Conditions. A deposit is required when the quotation is accepted. The client will be asked to provide artwork sign-off before artwork is finalised. If artwork is being supplied to the customer it will be emailed or otherwise electronically transferred to them in the format(s) detailed on the quotation. If no format is stated it is assumed the artwork is being prepared for print by The XLC Print Studio Ltd or its suppliers and no electronic version will be sent. Full payment is required when the artwork is completed. Clients who have an account arranged with The XLC Print Studio Ltd will have this added to their account and payment will be required no later than 30 days from the release of the artwork. Accounts which remain outstanding for 30 days after the date of invoice may incur an extra charge of 10% plus the Bank of England base rate per month of the outstanding amount.

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 XLC Print Studio Ltd shall be considered entitled to remove The XLC Print Studio Ltd 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 XLC Print Studio Ltd 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 The XLC Print Studio 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 XLC Print Studio Ltd on behalf of the customer, will remain the property of The XLC Print Studio Ltd and/or its suppliers.

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

Alterations

The customer agrees that changes required over and above 3 revisions or required to be carried out after acceptance of the draft design will be liable to an additional charge. The customer also agrees that The XLC Print Studio Ltd holds no responsibility for any amendments made by any third party, before or after a design is published.

Proofing

Written approval of artwork by email in reply to a proof email from The XLC Print Studio Ltd is required before the artwork will be finalised. Any errors in text, format, details, colour, spelling, grammar, imagery, or any other design related elements will be the responsibility of the client and The XLC Print Studio Ltd will not be held responsible after this approval.

Formats

The XLC Print Studio Ltd agrees to provide any artwork in the format(s) stated in the quotation. If no format is stated it is assumed the artwork is being prepared for print by The XLC Print Studio Ltd or its suppliers and no electronic versions will be sent. If additional formats are required these will incur an additional charge to be confirmed at the time of request. Depending on the original artwork some formats may not be available or appropriate.

Rights of Refusal

The XLC Print Studio 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 XLC Print Studio Ltd also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that The XLC Print Studio 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 XLC Print Studio Ltd to remove the contravention without hindrance, or penalty. The XLC Print Studio Ltd is to be held in no way responsible for any such data being included.

Data retention

The XLC Print Studio Ltd holds no responsibility for retaining any files or source material after the initial release and/or use. Although The XLC Print Studio Ltd aim to make any artwork created or source material available for future re-prints, changes, re-orders or other uses this cannot be guaranteed.

Disclaimer

The XLC Print Studio Ltd makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. The XLC Print Studio Ltd will not be held responsible for any and all damages resulting from products and/or services it supplies. The XLC Print Studio Ltd is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. The customer agrees not to hold The XLC Print Studio Ltd responsible for any such loss or damage. Any claim against The XLC Print Studio Ltd shall be limited to the relevant fee(s) paid by the customer.

The XLC Print Studio Ltd 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. The XLC Print Studio Ltd will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

General

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