

Peachy Creative Limited Terms and Conditions of work

Definitions

The Company: is Peachy Creative Limited, it's owners & employees or affiliates.

The Client: is the party, or any person acting on their behalf, requesting the services of Peachy Creative Limited.

1. The Company will carry out work only where an agreement is provided either by email, telephone, mail or fax. An 'order' is deemed to be a written or verbal contract between the Company and the Client, this includes telephone and email agreements
2. All prices for services carried out by the Company are subject to VAT (where applicable) at the prevalent rate.
3. All prices quoted, whether written or verbal, are for the listed and mentioned services only. Any additional services required to complete the project will be quoted for in advance and charged accordingly. Deliveries and couriers are additional.
4. A signed purchase order (PO) or a signed quote (preferably with a PO number) will need to be raised for the full quoted amount before work can commence on any job. A separate PO may need to be raised for any extras such as distribution, storage, deliveries or mailing.
5. Work is billed either monthly or on completion of project stage, or the relevant hourly charge.
6. All estimates are based on expected design time and include two sets of author's corrections. If additional changes are required by the Client, or there is a change of brief, the Company will inform the Client in advance of extra cost likely to be incurred.
7. All projects are planned to an agreed schedule. Non-adherence to this schedule by the Client may result in compromising final delivery deadlines. If this is likely to occur, the Company will advise the Client as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.
8. Whilst every effort will be made to achieve agreed delivery, the Company cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work.
9. For all new Clients, payment for the full or part amount + VAT may be requested in advance of commencement. For any subsequent jobs, full payment must be received by the Company not later than 30 days after the date of invoice. The Company reserves the right to make a surcharge of 10% per month interest to accounts which are not paid by this time.
10. As is normal professional practice within the design industry, once a Client has an established credit account with the Company, Peachy Creative Limited may invoice in project stages (eg stage 1 conceptual design, stage 2 detailed design and design development etc) upon stage completion, unless where exceptional terms have been agreed with the Client. Additionally, the Company reserves the right to invoice for any part works carried out including third party costs incurred on a project should the project be unable to be completed for any reason or has been delayed/put on hold by the Client for a period of 4 weeks or more. In good faith the intellectual property and any materials would be held by the Company for a period of 12 months during which time resumption of works on the project would be completed according to the original schedule of costs so long as the project specification remained unaltered.

11. For any job for which the Company is liable to expend a large sum of money in advance, the Company reserves the right to request payment in advance from the Client.
12. All work produced and devised by the Company during a project(s), including creative, digital, software files and related correspondence, remain the property – physically, intellectually and in copyright, of the Company until full payment has been made on the Client’s account, and all project costs have been cleared. Once full payment has been received, all final artwork becomes the ownership of the Client, excluding fonts and any other items that may have been sourced from a third party. Developmental stages remain the property of the Company after completion of the project – the Client only has copyright to the final artwork.
13. Once final proofs have been signed off, the Company cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product.
14. It is the responsibility of the Client that all materials (including, but not limited to images - photographs, diagrams or illustrations, the Clients’ own and third party logos as well as intellectual property in other media) supplied to the Company by the Client will have the relevant copyrights, licenses and permissions for use in the commissioned project. The Company will not accept responsibility/liability for infringements caused by any supplied materials.
15. The Company reserves the right to outsource any job if it is felt it is in the best interests of the Client. Any outsourced job remains the property/responsibility of the Company and such services are deemed to be carried out ‘indirectly’ by the Company.
16. The Company will not be held financially responsible in any way for services not carried out/ managed directly or indirectly by the Company.
17. In the event of any bona fide dispute or difference arising between the Company and the Client in connection with work carried out (excluding any dispute relating to non payment), the parties shall attempt to resolve such dispute or difference in good faith or by mediation. It is the responsibility of the Client to inform the Company immediately of any issue that may lead to a dispute (including but not limited to quality, service, cost, deadline).
18. The Company is committed to ensuring that the Client’s privacy is protected at all times, and will not share or sell any Client details with third party companies. The Company may periodically send promotional emails about special offers or other information deemed of interest using the Client’s provided email address.
19. Every endeavour will be made to deliver the correct printed quantity ordered, but estimates are conditional upon margins of 5 per cent.
20. Whilst taking every care to protect all media and correspondence supplied, the Company cannot accept liability or be held responsible financially or otherwise for any loss.
21. The Company cannot guarantee the Client exclusivity of any marketing concept, strategy, design or other intellectual property provided, though will never knowingly copy another designers or companies work. Therefore the Company will not accept liability for any alleged claim from the Client or any third party as the result of unintentional similarity in part or whole of a third party’s copyright protected or registered trademark or brand, identity, strapline, colour usage, image style and content, product or otherwise.
22. It is the responsibility of the Client to seek copyright protection if desired for any creative/ intellectual property provided to the Client by the Company

23. By commissioning the Company, the Client is agreeing fully to its Terms and Conditions of work.
24. If at any point during the design or development cycle a Client wishes to cancel, they may do so but will be invoiced an amount that the Company judges to be proportional to the amount of work completed on the commission.
25. The Company reserves the right to the addition of a credit or imprint on printed or digital projects unless instructed otherwise by the Client and to the use for self-promotion any work carried out for the Client.
26. The Company reserves the right to use both initial creative concepts and final approved design work for the purpose of the Company's promotional material, pitches and marketing activities (both online and offline) unless otherwise requested/agreed with the Client.
27. The Company VAT number is 109 1168 34. The Company is registered in England and Wales under registration number 7549156. The Company's registered address is 21a Bucklersbury, Hitchin, Hertfordshire. The Company can be contacted via email at hello@peachycreative.co.uk Or by telephone on 01462 440322.