

## **PAPERJAM DESIGN LIMITED - TERMS + CONDITIONS OF BUSINESS.**

### **1. Introduction and Summary.**

The following Terms and Conditions of Service apply to all products and services provided by PAPERJAM.

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

Any variation to the terms must be agreed in writing by PAPERJAM.

PAPERJAM reserve the right to amend and expand these Terms and Conditions at any time and will forward said changes to the Client.

PAPERJAM retain ownership of all design work including words, 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 PAPERJAM as fulfilling the contract. All other designs remain the property of PAPERJAM, unless agreed in writing that this arrangement has been changed.

PAPERJAM's hours of business are 9am – 5pm, Monday to Friday

Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 5% per month of the outstanding amount. Customers whose accounts become default agree to pay PAPERJAM reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

### **2. Estimates, Acceptance & Project Commencement.**

At the time of proposal, PAPERJAM will provide the customer with an estimate or quotation. This will normally be sent by email. Acceptance of the written estimate or quotation is to be sent by return. If the client sends an order to begin work or approval of artwork to go to print this will act as acceptance of the estimate or quotation which binds the client to accept PAPERJAM's terms and conditions. No work on a project will commence until acceptance has been received by PAPERJAM.

All estimates given by PAPERJAM will be valid for 28 days from the date of estimate.

If the client's final order changes from the original specification made for the quotation, PAPERJAM reserves the right to vary the estimate.

Estimates assume that the all content such as copy, text, pictures, graphs, pie charts, tables and other illustrations received from the client are correct, final and require no further amendments.

Estimates assume that there will be a maximum of two sets of proofs and amendments/ corrections for all work. Excessive author's amendments (in excess of two sets of proofs/changes) will be charged out at our hourly rate.

### **3. Charges**

#### **3.a. Design Charges**

Charges for design services to be provided by PAPERJAM will be set out in the written estimate or quotation that is provided to the customer. Unless otherwise agreed, at the time of the customer's signed acceptance of this estimate or quotation in a contract which will be provided to them, indicating acceptance of the Terms & Conditions, a non-refundable payment as stated in said contract will become immediately due. Work on the project will not commence until PAPERJAM has received this amount.

PAPERJAM's hours of business are 9am – 5pm, Monday to Friday. Any work carried out outside these hours is at the discretion of PAPERJAM and can be subject to an increased rate beyond agreed quotations.

PAPERJAM will not touch up, improve or otherwise alter content, illustrations or graphs etc supplied by the client unless specifically requested to and can be subject to an increased rate beyond agreed quotations.

#### **3.b. Other Charges**

If PAPERJAM are asked to supply any externally sourced material such as, but not limited to Printed Material, Website Design, Illustration, Signage, Interior Design, videography and Photography an estimate will be supplied to the client upon approval of a full specification.

Acceptance of these Estimates must be received by PAPERJAM before artwork will be sent.

PAPERJAM retains ownership of all outsourced materials until payment has been received in full.

### **4. Turnaround times**

It is up to the client to set themselves realistic timescales for the production of graphic design and/or printed work. As well as weekends, national holidays and the constraints of normal office hours, there are elements of the creative and printing process which cannot be fast-tracked (such as creative generation, copywriting, print drying times, folding etc).

Where quoted, turnaround times are normal target times only and PAPERJAM accepts no liability for failure to meet these times, but will always use its best endeavors to do so.

Where a client misses a time critical deadline, this may result in their work missing printing slots booked on a client's behalf. This will usually result in missed delivery deadlines. We will use our best endeavors to minimise the adverse impact of missed deadlines – but the onus is on the client to meet agreed deadlines in the first place.

### **5. Payment**

The customer will be provided with an opportunity to sign off prior to final publication. The customer will be required to sign and return the Approval Form to PAPERJAM.

Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 5% per month of the outstanding amount.

Unless otherwise agreed, all payments must be received within 14 days of the invoice date.

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Payments may be made by cash, BACS or (for overseas customers), Pound Sterling International Money Order or previously agreed electronic funds transfer.

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

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

If the design calendar runs behind schedule through no fault of PAPERJAM all instalments must be received by dates stipulated in the clients contract. PAPERJAM have the discretion to but are not obligated to review the payment schedule.

PAPERJAM will invoice the client after 28 days if feedback is not received to progress the client's project.

## **6. Default**

An account shall be considered default if it remains unpaid for 60 days from the date of invoice, or following a returned cheque. PAPERJAM shall be considered entitled to remove PAPERJAM's material from any and all delivery locations.

Removal of such materials does not relieve the customer of their obligation to pay the due amount.

The client will pay any expenses incurred by PAPERJAM in connection with the recovery of monies outstanding (including legal costs on an indemnity basis).

## **7. Copyrights and Trademarks**

By supplying text, images and other data to PAPERJAM for inclusion in Designed Materials, 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 PAPERJAM on behalf of the customer, will remain the property of PAPERJAM and/or its suppliers.

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

Should PAPERJAM, 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 PAPERJAM to remove and/or replace the file.

The customer agrees to fully indemnify and hold PAPERJAM 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 PAPERJAM holds no responsibility for any amendments made by any third party, before or after a design is published.

## **9. Liability**

The client must contact PAPERJAM, concerning the details of any PAPERJAM invoice, or any complaint, within 7 days of the date of the invoice. Letters of complaint should be on the client's headed notepaper and signed on behalf of the client by a Director of the firm, charity or organisation.

Where it is mutually agreed that sub-standard work should be reprinted in whole or part, the client should arrange for all items to be returned, completely in unopened boxes.

The use by the client of any items which he/she regards as sub-standard will be deemed by PAPERJAM as acceptance by the client that the item is fit for use and full repayment will be expected.

PAPERJAM accepts no liability to the client or any other party for the loss including theft, destruction or damage to any materials provided by the client which are deposited with PAPERJAM for whatever reason. It is the client's responsibility to insure against such loss and damage.

PAPERJAM will not be liable for failing to complete any contract between PAPERJAM and the client due to circumstances beyond PAPERJAM's control including loss of power supply, machine breakdown, loss of materials, fire, storm, flood, act of god, war, civil disturbance or terrorism.

PAPERJAM will not be liable for any PRINT PRODUCTION without Seeing, Passing and Signing Proofs produced by the supplier.

Note PDF on screen proofs will not be accepted as Proofs, These must be hard copies that PAPERJAM can keep as Record.

## **10. Content**

Any content included in but not limited to website copy, text, programmes, product information, contact details, video, photography, images must be provided for a project to begin. PAPERJAM are not responsible for composing/creating content. At the discretion of PAPERJAM, this service may be offered and will be charged accordingly at the hourly studio rate.

All content provided including but not limited to pictures, photos, graphics, should be in the appropriate format and sizes. PAPERJAM are not responsible for amending content to the appropriate size for purpose.

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## **11. Print**

All print must be paid for on delivery by the client.

The client shall provide the designer with samples of print design that result from the project deliverables. Such samples shall be representative of the highest quality of work produced. The designer may use such copies and samples for publication, exhibition, or other promotional purposes.

## **12. Tenders**

The tender applications PAPERJAM submit contain commercially sensitive information. PAPERJAM request that the details of these submissions are not disclosed to any other persons other than those directly concerned with the application process.