



Gayle McCabe Design

STANDARD TERMS AND CONDITIONS OF GAYLE MCCABE DESIGN

1. CONTRACT TERMS:

All quotations issued by Gayle McCabe Design are accepted subject to the following conditions which shall form part of and govern the contract of sale. Any variations to these conditions in any document of the buyer is unacceptable unless accepted in writing by Gayle McCabe Design.

2. QUOTATIONS:

2.1 Quotations are based on information supplied by the client and are valid for 30 days from the date of issue. Work will commence upon a client's approval of the written quotation. Each quotation will contain a project budget, which includes estimated fees for professional services and if applicable, separate itemised costs for illustrations, stock images, photography, web development etc.

2.2 A clients approval will be in written or email format and will constitute an agreement between us.

3. REVISIONS & ALTERATIONS:

Any additional work requested by the client and performed by Gayle McCabe Design after a quotation has been approved is considered a revision or alteration and will be chargeable. Author's alterations and other copy changes requested after layouts or mechanicals are completed will be chargeable.

4. PAYMENT TERMS:

Gayle McCabe Design reserves the right to invoice the client for a 50% advance payment before work starts. The project can be scheduled once this payment is received by Gayle McCabe Design. The remaining 50% is payable to Gayle McCabe Design upon completion of the project, and before final artwork is supplied to the client.

5. CANCELLATIONS:

5.1 Should the agreed contract be delayed for longer than 30 days, left uncompleted or cancelled at any stage during the design process through any fault of the client, the design fee quoted will become payable for the portions or phases of each project that were actually completed by Gayle McCabe Design.

5.2 Any other additional costs that have been incurred, such as sub-contractors fees or materials specially ordered, will be payable in full immediately.

5.3 Ownership of any artwork and copyrights produced up to the cancellation of the project will be retained by Gayle McCabe Design.

6. LATE PAYMENT:

6.1 Gayle McCabe Design reserves the right to charge compensation and interest at 8% above base rate on late payments. This is in accordance with the Late Payment of Commercial Debts (Interest Act) 1998. See

<https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt>

6.2 Gayle McCabe Design shall be entitled to enter the premises of the client or any third party where goods or materials remaining the property of Gayle McCabe Design shall be stored to repossess them at any time pending payment by the client to Gayle McCabe Design.

7. COPY SUPPLIED BY CLIENT:

7.1 The client agrees to exercise due diligence in the preparation of materials and must be able to substantiate all claims and representations to the designer.

7.2 The client is responsible for all trademark, service mark, copyright and patent infringement clearances. The client is also responsible for arranging, before publication, any necessary legal clearance of materials the designer prepares.

7.3 The client hereby indemnifies Gayle McCabe Design against all or any liabilities arising from the infringement of copyright, design rights, trade marks or any other intellectual property rights of third parties by any material produced by Gayle McCabe Design where the content of such material has been provided by the client or where the client has not notified Gayle McCabe Design that it does not approve the content of such material.

7.4 All images, photographs and files must be provided in the correct format to enable the best print quality. Failure to do so, may compromise the final finish and may incur further costs.

8. CLIENTS PROPERTY:

8.1 All property supplied to Gayle McCabe Design by or on behalf of the client, shall, while it is in the possession of Gayle McCabe Design, her agents or in transit be deemed to be at the customer's risk, unless otherwise agreed and the client should insure accordingly. Whilst every care is taken, Gayle McCabe Design and her agents cannot accept any responsibility for loss or damage to artwork, photography, transparencies or client's property.

8.2 Any liability shall be limited to the replacement cost of the basic material.

9. OWNERSHIP OF GOODS:

Property, right and ownership of any goods or services supplied by Gayle McCabe Design shall not pass to the client until Gayle McCabe Design has been paid in full. Upon payment of all fees and expenses, the following reproduction rights for all approved final designs created by Gayle McCabe Design for each project shall be granted:

- Client to gain full transferable rights to brand identity.
- Client to gain full license to reproduce works through commercial printers.

10. COPYRIGHT & INTELLECTUAL PROPERTY:

The entire copyright of these terms & conditions, on all designs, artwork, illustrations, services and any other artistic craftsmanship made by or for Gayle McCabe Design are subject to copyright and design rights and shall belong to Gayle McCabe Design, unless agreed in writing prior to the commencement of any work.

11. PROOFS & VISUALS:

11.1 It is the client's responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations before going to print. Once the proof has been checked and print is in production, the client will be liable for any errors, unless the printer is at fault.

11.2 The client's signature or that of an authorised representative is required on all mechanicals/artwork or via email before they are released for printing or other implementation.

11.3 Conceptual visuals remain the intellectual property of Gayle McCabe Design.

12. SUB-CONTRACTING:

Gayle McCabe Design reserves the right to sub-contract either in whole or in part to any other creative professional or company. Where such contracting adds to the project cost, the

client's permission will be needed before work commences. Details will be finalised before the project starts.

13. SUPPLIER'S PERFORMANCE:

13.1 Gayle McCabe Design will use their best efforts to ensure quality and timely delivery of all printed and digital material.

13.2 Production schedules will be established and adhered to by both the client and Gayle McCabe Design, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labour trouble or strikes, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority and acts of God or other causes beyond the control of the client or Gayle McCabe Design. Where production schedules are not adhered to by the client, final delivery date or dates will be adjusted and notified to the client accordingly.

13.3 If client-selected suppliers, other than those recommended by Gayle McCabe Design are used, the client may request that Gayle McCabe Design liaises with them. Wherever possible, Gayle McCabe Design will attempt to do so, but cannot in any way be held responsible for quality, price, performance or delivery.

14. ILLEGAL MATTER:

14.1 Gayle McCabe Design reserves the right to refuse to design or print any matter, which in their opinion, is, or maybe of an illegal or libelous nature, an infringement of the proprietary or other rights of any third party in which in their opinion, may be prejudicial or detrimental to the good of Gayle McCabe Design.

14.2 Gayle McCabe Design will be indemnified by the customer in respect of any claims, costs or expenses arising out of any libelous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material presented for the client. The indemnity shall extend to any amounts paid for legal advice in settlement of any claim.

15. FULL COLOUR PRINTING:

Every effort will be made to obtain the best colour reproduction possible, but because of the processes involved, Gayle McCabe Design cannot guarantee colour, contrasts, colour balances and hues of final printed material or that of customers original colour photography/transparency and the printed article. Customers who require colour reproductions of a specific standard and who wish to check the colour reproduction prior to printing must order a colour proof, in writing, when placing their order whereby an additional charge will be made for this. It is the customer's responsibility to ensure that material submitted is suitable for the work in hand and Gayle McCabe Design cannot accept liability for unsatisfactory results caused by unsuitable or inferior originals. Any claims in respect of technical matters must be made to Gayle McCabe Design within 10 days of delivery.

16. DELIVERY

Charges include delivery unless otherwise stated. Claims arising from loss, damage or delay in transit, must be made in writing to Gayle McCabe Design and any carrier within three days of delivery.

17. GOVERNING LAW:

All contracts between the customer and Gayle McCabe Design shall be subject to and construed in accordance with English law and any dispute shall be settled in the English courts.