

DOWIE

T E R M S & C O N D I T I O N S

DOWIE+CO TERMS & CONDITIONS

The following Terms & Conditions apply to all projects undertaken by Dowie+Co, hereafter referred to as Dowie. They are intended to make the development process as smooth as possible and to ensure protection and security for all involved. If you have questions regarding any of the following please contact us on 07779 658 210.

General Working Agreement

This document defines the terms and conditions of our working relationship. All projects or services that Dowie may be contracted to produce or provide for the Client will be subject to the following:

Working/Billing Phases

Based on our experience with long-term design projects, we have found that it is mutually advantageous to handle each project in logical working/billing phases. Concept revisions, extensive alterations, or a switch in marketing objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. Planning the work, cost estimating, and billing in several phases permits Dowie or Client to adjust for such revisions/or halt work before completion if a project is postponed or cancelled. Any cancelled project is billed only through phases and/or portions of phases that were actually completed by Dowie, unless necessary forward planning expenses were incurred. For each project, Client will receive a proposal/estimate outlining the project specifications and our proposed scope of services and working/billing phases. Each proposal estimate will contain a project cost, which includes estimated fees for professional services and other itemised costs. Dowie will begin work upon Client approval of the written estimate or instruction to proceed. Your approval (written or oral) or further instruction after receipt of the estimate will constitute an agreement between us.

Payment/Estimates

Client agrees to pay Dowie in accordance with the terms specified in each proposal/estimate, (limit of 30 days credit if not otherwise specified). Before work can begin a down payment of 20% of the total agreed project cost may be required. Unless otherwise specified, all subsequent balances due are payable upon project stage approval. Payments made beyond the credit deadline may be subject to an interest rate of 8% over the current Bank of England reference rate per annum, chargeable monthly. We reserve the right to refuse completion or delivery of work until past due balances are paid. Estimate: Billing will reflect the professional time incurred, and out of pocket expenses plus 15% when advising and delivering external products/services. Estimates are valid for 30 days from the date on the estimate. Client requested changes and development work will be itemised and billed additionally. The client will be notified of any price changes.

Out of Pocket expenses

Fees for professional services do not include outside purchases such as, but not limited to, printing, photography, colour printouts, illustrations, shipping and handling, or courier service. Expenses are itemised on each invoice.

Revisions & Alterations

New work requested by Client and undertaken by Dowie after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the

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original estimate, we will submit a proposal revision memo to you, and a revised additional fee must be agreed to by both parties before further work proceeds. Author's alterations and other copy changes requested after layouts or visuals are completed are billed at standard hourly rates.

Nature of copy

CLIENT agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. You are responsible for all trademark, service mark, copyright and patent infringement clearances. You are also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare.

Telecommunications

Dowie is not responsible for any errors, omissions or extra costs resulting from faults in the telephone, digital network or from incompatibility between the sending and receiving equipment.

Rights of Ownership

Once a project has been delivered by us and is fully paid for by the Client, Dowie will assign the reproduction rights of the design solely for the use(s) and duration(s) described in the proposal. Design styles remain the copyright of Dowie. According to Copyright Law, the rights to all design and art work including, but not limited to, photography and/or illustration created by independent photographers or illustrators is retained by Dowie, or purchased from a stock agency on your behalf, remain with Dowie, artist, photographer or illustrator until full payment is received from the client. We reserve the right to photograph and/or distribute or publish for use in our firms promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio, website, newsletter, brochures, presentations and other media. We agree to retain artworks either in digital form or other suitable format, for a period of 6 months beyond the delivery of a job. Thereupon, we reserve the right to discard them.

Term & Termination

The term of this agreement will continue for work in progress until terminated by either of us upon thirty (30) days written notice. If you should direct us at any time to cancel, terminate or 'put on hold' any previously authorised purchase, we will promptly do so, provided you hold us harmless for any cost incurred as a result. Upon termination of this agreement, Dowie will transfer to Client all appropriate property and materials in our control and for which you have paid. Client will indemnify and hold Dowie harmless for any loss or expense (including legal fees and costs), and agree to defend Dowie in any actual suit, claim or action arising in any way from our working relationship. This includes, but is not limited to assertions made against Client and any of its products and services arising from the publication of materials that we prepare and you approve before publication.

Production Schedules

Production schedules will be established and adhered to by both Client and Dowie, 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 strike, accidents, energy failure, loss by theft, 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 Dowie. Where production schedules are not adhered to by the Client, final delivery date or dates will be adjusted accordingly.

Additional Provisions

The validity and enforceability of this agreement will be interpreted in accordance with UK law. This agreement is our entire understanding and may not be modified in any respect except in an executed agreement.

January 2018