



TERMS & CONDITIONS

Last updated Feb 2009

1 PAYMENT

- 1.1 All fees are to be paid within the payment terms stated. Terms of payment are as follows:
 - Orders of £1,500 or above: 50% on acceptance of contract (or approval of design - see estimate for details for this job), 50% on completion
 - Orders below £1,000: 100% on completion of project, within 14 days.Interest is charged on overdue invoices at 5% per month, plus collection charges.
- 1.2 All fees are exclusive of photography, copyrighting, printing and any other cost unless specified in the quotation, estimate or invoice.
- 1.3 Any work above and beyond that listed on the estimate to be quoted on by Dispirito Ltd. separately and a price agreed upon between the client and Dispirito Ltd. before work commences.
- 1.4 Any author's corrections to supplied copy or changes to artwork or designs after approval by the client shall be invoiced extra to the fees quoted here.
- 1.5 Any author's amendment stages requested and completed in excess to the number of stages of amendments detailed on the estimate shall be invoiced extra to the fees quoted here at our standard hourly rate based on the time accrued.
- 1.6 If at any stage this project is cancelled the client shall pay Dispirito Ltd. for all work and cost up to the date of cancellation, whether completed or in progress.

2 RESPONSIBILITY

- 2.1 The client will take full responsibility for all proof reading and copy checking before artwork goes to print/website files are unloaded. Dispirito Ltd. will not be held responsible for any subsequent litigation by a 3rd party in respect of the design, writing or pictorial content in any of the work it produces. This includes content a client or third party might upload to a website supplied by Dispirito Ltd.. The client will take full responsibility for all content.
- 2.2 The client will take full responsibility for checking copyright of any material, symbols or names used by Dispirito Ltd. for this work.

- 2.3 The client is responsible for checking all artwork or a facsimile or pdf of the artwork for corrections before plates are made.
- 2.4 While Dispirito Ltd. will endeavour to recommend quality printers and suppliers, Dispirito Ltd. will not accept responsibility for quality of printing or suppliers.
- 2.5 Dispirito Ltd. shall be under no liability for any loss or damage (whether direct, indirect, incidental or consequential) howsoever arising, which may be suffered by the client in relation to initial and ongoing website content.

3 USE OF WORK

- 3.1 The design or other work carried out during the course of the commission shall not be used for any purpose other than for which it is commissioned without the prior written approval of Dispirito Ltd..
- 3.2 Where the client wishes to use design work by Dispirito Ltd. for additional uses a further fee is to be agreed upon between the client and Dispirito Ltd. before this further use is agreed upon in writing.

4 DESIGN CREDITS

- 4.1 Dispirito Ltd. shall be entitled to claim authorship for a design for which they have been responsible.
- 4.2 Dispirito Ltd. shall be entitled to use any published design for which they have been responsible for promotional purposes.

5 COPYRIGHT

- 5.1 Copyright in all design, drawings, photographs, artwork, digital artwork or sketches produced by Dispirito Ltd is the property of Dispirito Ltd. unless otherwise assigned in writing. Any fees payable to Dispirito Ltd. shall not be deemed to include the assignment of any such rights.
- 5.2 It is a breach of copyright if a client retains, edits, amends or stores digital artwork supplied for printing purposes by Dispirito Ltd. without prior written consent, and/or first agreeing a usage or ownership-transfer fee of said digital artwork with Dispirito Ltd..

- 5.3 It is a breach of copyright if a client takes a Dispirito Ltd. design from any concept or development stage to production without first agreeing a usage fee with Dispirito Ltd..

6 SIZES OF ARTWORK

- 6.1 Where sizes of artwork are specified by the client, size and changes to that specification must be supplied to Dispirito Ltd. in writing.

7 INSURANCE

- 7.1 The client is responsible for insuring all artwork, photographs, illustrations etc in storage, transit or at the printers for the full cost of replacement.

8 DELIVERY

- 8.1 Dispirito Ltd. will not accept responsibility for the late delivery of printed goods or the late delivery of artwork where unforeseen circumstances, late copy or changes to the brief interrupt with progress of design work.

9 WEBSITE www.dispirito.co.uk

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