



# Brandmash Limited Terms & Conditions

We work well with our clients because our relationships are based on honesty and trust, but all work needs guidance in the form of terms and conditions.

Please do read them - it's important that you know what we charge for and why we charge it, why certain copyright files are not released by us and also what charges you might incur for late payment, additional work or copyright releases.

If you have any questions, please do ask immediately.  
Thank You

## Terms & Conditions

The following Terms and Conditions of Service apply to all products and services provided by Brandmash Limited (hereinafter referred to as Brandmash) and in the event of any dispute are governed by the laws of England.

All work is carried out by Brandmash on the understanding that the client has agreed to our terms and conditions.

Copyright is retained by Brandmash on 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 designs is presented and one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of Brandmash, unless specifically agreed in writing.

## Project Acceptance

At the time of proposal, Brandmash will provide the customer with a written estimate or quotation by email. A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Brandmash.

Alternatively, the client may send an official purchase order in reply to the estimate or quotation which binds the client to accept our terms and conditions, or an email acknowledging acceptance of the quotation. For the avoidance of doubt, the Brandmash Terms & Conditions are what govern the job, not any conditions on the customer's purchase order.

## Design Charges

Charges for design services to be provided by Brandmash will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable payment of 50% of the quoted fee will become immediately due.

Unless agreed otherwise with the Client, all design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work commences or is supplied to the Client for review. The remaining fifty (50) percent of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials.

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## Source Files

We will supply proofs and PDF files as appropriate for printing, or other graphic files as detailed in the job scope or request. Charges for design work do not cover the release of our copyright design source files, including but not restricted to png, tiff or other source files; if the Client requires these files for transfer to an in-house or other designer, they will be subject to a separate quotation or 'buy-out' charge unless otherwise agreed within the quotation.

## Charges for Other Services

Charges for any additional services requested during the project that are over and above the estimated time or out of scope, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance. Brandmash will consult the client before carrying out any additional work and can and will provide a new quotation if required.

## Payment

The customer will be provided with an Approval Form or Proof Email, and an Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form or signify approval by email to Brandmash. Any invoice queries must be submitted by email within 14 days of the invoice date.

Accounts which remain outstanding for 30 days after the date of invoice, will incur late payment interest charge at the Bank of England Base Rate plus 8% on the outstanding amount from the date due until the date of payment.

Payments may be made by online transfer, PayPal or Cash. Payments made by cheque must be previously agreed and may be subject to an administration charge. Cheques should not be sent in regular mail unless sent recorded delivery. Returned cheques will incur an additional fee of £50 per returned cheque

Publication and/or release of work done by Brandmash on behalf of the client, may not take place before cleared funds have been received. Brandmash reserves the right to consider an account to be in default in the event of a returned cheque.

## Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Customers whose accounts become default agree to pay all Brandmash's reasonable legal and accounting expenses and third party collection agency fees in the enforcement of the debt and these Terms and Conditions.

## Copyrights and Trademarks

By supplying text, images and other data to Brandmash for inclusion in the design or other medium, 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 Brandmash on behalf of the customer, will remain the property of Brandmash and/or its suppliers unless otherwise agreed in writing. A license for use of the copyright material is granted to the customer solely for the project defined in the scope or request and not for any other purpose.

The customer may request in writing from Brandmash, the necessary permission to use materials (for which Brandmash holds the copyright) in forms other than for which it was originally supplied, and Brandmash may, at its discretion, grant this and may charge for the additional usage. Such permission must be obtained in writing before any of the aforesaid artwork, images, text, or other data is used.

By supplying images, text, or any other data to Brandmash, the customer grants Brandmash permission to use this material freely in the pursuit of the design.

Should Brandmash, 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 Brandmash to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Brandmash 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.

### Alterations

The customer agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge. The customer also agrees that Brandmash holds no responsibility for any amendments made by any third party, before or after a design is published.

### Licensing

Any design, copywriting, drawing, idea or code created for the customer by Brandmash, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Brandmash and any of its relevant sub-contractors.

All design work – where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Brandmash will not be held responsible for any and all damages resulting from such claims.

Brandmash is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Brandmash responsible for any such loss or damage.

Any claim against Brandmash shall be limited to the relevant fee(s) paid by the customer.

### Data Formats

The client agrees to Brandmash's definition of acceptable means of supplying data to the company.

Text is to be supplied to Brandmash in electronic format as standard text (.txt), MS Word (.docx) or via e-mail / FTP or shared folder.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Brandmash via e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and Brandmash will not be held responsible for any image quality which the client later deems to be unacceptable.

Brandmash cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, colour correction and alteration of images. Brandmash will consult the client before any additional charges will be added.

### Design Project Duration

Any indication given by Brandmash of a design project's duration is to be considered by the customer to be an estimation. Brandmash cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Brandmash for the initial payment or by date confirmed in writing by Brandmash.

### Design Project Completion

Brandmash considers the design project complete upon receipt of the customer's signed Approval form or signoff email. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

### Design Credits

The customer agrees to allow Brandmash to place a small credit on printed material exhibition displays, advertisements and/or a link to Brandmash's own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page If required.

The customer also agrees to allow Brandmash to place websites and other designs, along with a link to the client's site on Brandmash's own website for demonstration purposes and to use any designs in its own publicity and portfolios.

### Design Credit

Brandmash will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Brandmash also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that Brandmash does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow Brandmash to remove the contravention without hindrance, or penalty. Brandmash is to be held in no way responsible for any such data being included.

### Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Brandmash will need formal notification in writing to the company's postal address or email. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Brandmash within 14 days of such instruction being issued, will be liable for the full quoted cost of the project

### Disclaimer

Brandmash makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Brandmash will not be held responsible for any and all damages resulting from products and/or services it supplies. Brandmash is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Brandmash responsible for any such loss or damage. Any claim against Brandmash shall be limited to the relevant fee(s) paid by the customer.

Brandmash reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Brandmash will not knowingly perform any actions to contravene these and the client also agrees to be so bound. Brandmash and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Brandmash recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

## General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Brandmash reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

## Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by Brandmash, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions.

An estimate validated by the customer's signature on the estimate or quotation form, or by email, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Brandmash.