



Meligraphics

# TERMS & CONDITIONS

10 July 2018

The following Terms and Conditions of Service apply to all artwork, graphic design, web design and services provided by Meligraphics Ltd.

## Project Acceptance

Meligraphics Ltd will provide the client with a written quotation by email. These Terms and Conditions can be read at the end of the quotation and at [meligraphics.com/tc](http://meligraphics.com/tc). The quotation is to be signed and dated by the client to indicate acceptance of the quoted fee and Terms and Conditions and should be returned by email or in writing to the company's postal address.

Meligraphics Ltd will begin work once the quotation has been approved (signature) and, if required, once the deposit has been paid.

A non-refundable deposit of 30% of the quoted fee will become immediately due on projects worth over £800.00. Work on the project will not commence until Meligraphics Ltd has received this amount.

Alternatively, the client may send an official purchase order in reply to the quotation which binds the client to accept Meligraphics Ltd Terms and Conditions.

## Milestone Achievement and Acceptance

As set out in the work schedule, the client must, within the agreed timeframes, assess milestone achievement. The milestone should be approved in writing (email) in order to move to the next step of the project.

In the event that the client deems that the milestone has not been achieved, the client shall notify it in writing, including explicit reasons why it hasn't been achieved.

## File formats

Text and images are to be supplied in electronic format.

Images must be of a quality suitable for use and Meligraphics Ltd will not be held responsible for any image quality which the client later deems to be unacceptable.

## Project Duration

Any indication given by Meligraphics Ltd of a project's duration is to be considered by the client to be an estimation. Estimated project duration should be deemed to be from the date that the complete project's contents (texts and images) are received by Meligraphics Ltd.

## Modifications

The client 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.

## For Website Design only

### Template approval:

Meligraphics Ltd requires that a template is approved by the client before coding of a website starts; after the coding has started, any requests that require changes to the template will incur an additional charge.

### Review period:

Meligraphics Ltd will provide the client with the opportunity to review the delivered website and agrees to make one set of minor changes at no extra cost within 14 days of completion. Meligraphics Ltd will consider that the client has accepted the delivered website, if no notification of changes is received in writing, within 14 days of the start of the review period.

### Hosting and Domain name:

Fees due to third-party hosting companies and domain name registration are the responsibility of the client.

Meligraphics Ltd does not guarantee any placement in search engines ranking and recommends that the client uses a professional SEO company.

### Rights of Access:

The client agrees to supply Meligraphics Ltd with all necessary materials, read/write permissions, usernames and passwords, in a timely manner.

## Project Completion and Payment

The client will be required to signify approval by email to Meligraphics Ltd, prior to receiving the final version and invoicing. Meligraphics Ltd considers the project complete upon receipt of the client's approval email.

Payments must be made by bank transfer within 30 days of the invoice date.

## Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice.

Clients whose accounts become default agree to pay all Meligraphics Ltd legal and accounting expenses and third-party collection agency fees in the enforcement of the debt and these Terms and Conditions.

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.

In the event accounts shall be considered default, Meligraphics Ltd may suspend performance of the services to the client.

## Responsibilities

The client agrees to respond to Meligraphics Ltd queries and requests for clarification promptly and within the timeframe as agreed within the work schedule. Where the client does not respond as per the timeframe, Meligraphics Ltd shall not be held liable for any delay to the project delivery date.

The client takes responsibility for providing Meligraphics Ltd with accurate information, written text or documentation that is to be used in any of the deliverables. Meligraphics Ltd takes no responsibility for any misspelling or other errors and any changes required to our deliverables due to such errors.

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

Any claim against Meligraphics Ltd shall be limited to the relevant fee(s) paid by the client.

## Cancellation

Cancellation of orders may be made in formal notification in writing to the company's postal address.

In the event that work has already begun with the client's consent, the value of the work undertaken, and any reasonable costs borne by Meligraphics Ltd in supplying the services will be deducted from the amount the client has paid or, where no amounts has been paid, an invoice for any amounts due will be issued.

## Copyrights

By supplying text, images and other data to Meligraphics Ltd for inclusion in the client's website or documents, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner. The client agrees to fully indemnify and hold Meligraphics Ltd free from harm in any claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

Copyright is retained by Meligraphics Ltd on all design work produced, including pictures, ideas, visuals and illustrations unless specified in writing. A royalty-free, non-transferable, limited licence for use of the copyright material is granted to the client solely for the project defined in the scope of quotation. The client may request in writing the necessary permission to use materials in forms other than for which it was originally supplied.

Any plugin or other third-party material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the client.

## Credits

The client agrees to allow Meligraphics Ltd to place a small credit on printed material or a link to [meligraphics.com](http://meligraphics.com) website on the client's website.

The client also agrees to allow Meligraphics Ltd to place designs on [meligraphics.com](http://meligraphics.com) portfolio page and to use designs in its own publicity.

Any reservation to this right of publicity should be notified and negotiated before approving the quotation.

## Disclaimer

Meligraphics Ltd makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Meligraphics Ltd will not be held responsible for any and all damages resulting from products and/or services it supplies.

Meligraphics Ltd 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.

## Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by Meligraphics Ltd and validated by the client's signature on the quotation, constitutes acceptance of the quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Meligraphics Ltd.

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