

Terms & Conditions

The following Terms and Conditions of Service apply to all artwork, graphic design, print, digital and services provided by 1st Impression Creative Ltd.

All design work is carried out by 1st Impression Creative Ltd on the understanding that the client has agreed to abide by 1st Impression Creative Ltd's Terms and Conditions.

Copyright of all graphic design work is retained by 1st Impression Creative Ltd including copy, concepts, ideas, proofs and illustrations unless specifically released in writing. In the event of copyright being transferred to the customer, transference will only occur once all invoices have been settled.

If multiple design concepts are submitted, only one concept is deemed to be given by 1st Impression Creative Ltd as fulfilling the contract. All other artwork designs remain the property of 1st Impression Creative Ltd, unless agreed in writing.

Project Acceptance

At the time of proposal, 1st Impression Creative Ltd will, if requested by the customer, provide the customer with a written/emailed estimate or quotation. The Terms and Conditions can be read on 1st Impression Creative Ltd's website.

A copy of the written/emailed estimate or quotation is to be accepted in writing/by email by the customer to indicate acceptance and should be returned to 1st Impression Creative Ltd. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept 1st Impression Creative Ltd's Terms and Conditions. In such cases, no work on a project will commence until either document has been received by 1st Impression Creative Ltd.

Design Fees

Fees for design services to be provided by 1st Impression Creative Ltd will be set out in the written/emailed estimate or quotation that is provided to the customer should the customer have requested a quote prior to commencement of work.

Estimates are based upon 1st Impression Creative Ltd's understanding of the customer's initial brief/request and are subject to change upon sight of scope of work supplied.

At the time of the customer's signed acceptance of the estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee may, in certain circumstances, become immediately due. Work on the project will not commence until 1st Impression Creative Ltd has received this amount.

Charges for Other Services

Charges for any additional services over and above the estimated design will become fully payable either at the time of project acceptance or according to the terms of the invoice.

Payment

The client will be asked to provide artwork sign off prior to being provided with an invoice. At this time the remainder of the fees whereby a deposit has been paid or the full amount where no deposit has been paid will be due and will become payable. All accounts which remain outstanding for 30 days after the date of invoice will incur an extra charge of 8% per annum over the base lending rate of NatWest calculated from day to day.

Payments may be made by BACS, cash, cheque, or (for overseas customers) previously agreed electronic funds transfer.

Where prior notification has been made by 1st Impression Creative Ltd, publication and/or release of work done by 1st Impression Creative Ltd on behalf of the client, may not take place before funds have cleared.

Returned cheques will incur an additional fee of £50 per returned cheque. 1st Impression Creative Ltd 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. 1st Impression Creative Ltd shall be considered entitled to remove 1st Impression Creative Ltd's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay 1st Impression Creative Ltd reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to 1st Impression Creative Ltd for inclusion in the customer's brochure 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 1st Impression Creative Ltd on behalf of the customer, will remain the property of 1st Impression Creative Ltd and/or its suppliers, excluding logo design in which full copyright will be passed to the client upon receipt of full payment.

The customer may request in writing from 1st Impression Creative Ltd, the necessary permission to use materials (for which 1st Impression Creative Ltd holds the copyright) in forms other than for which it was originally supplied, and 1st Impression Creative Ltd may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used. 1st Impression Creative Ltd reserves the right to charge fees for additional usage.

1st Impression Creative Ltd Terms & Conditions

By supplying images, text, or any other data to 1st Impression Creative Ltd, the customer grants 1st Impression Creative Ltd permission to use this material freely in the pursuit of the design and to utilise the designs in 1st Impression Creative Ltd's portfolio unless agreed otherwise.

Should 1st Impression Creative Ltd, 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 1st Impression Creative Ltd to remove and/or replace the file.

The customer agrees to fully indemnify and hold 1st Impression Creative Ltd 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 required to be carried out after acceptance of the draft design will be liable to a separate charge.

Once design is complete, 1st Impression Creative Ltd will provide the customer with the opportunity to review the resulting work. 1st Impression Creative Ltd will make one set of changes at no extra cost (subject to sight of corrections) within 14 days of the start of the review period. Further changes will be charged on an ad-hoc basis at 1st Impression Creative Ltd's hourly rate currently set at £60/hour.

The customer also agrees that 1st Impression Creative Ltd 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 1st Impression Creative Ltd, 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 1st Impression Creative Ltd and any of its relevant sub-contractors.

All design work where there is a risk that another party may 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. 1st Impression Creative Ltd will not be held responsible for any and all damages resulting from such claims. 1st Impression Creative Ltd is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold 1st Impression Creative Ltd responsible for any such loss or damage. Any claim against 1st Impression Creative Ltd shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to 1st Impression Creative Ltd's definition of acceptable means of supplying data to the company.

Text is to be supplied to 1st Impression Creative Ltd in electronic format as standard text (.txt), MS Word (.doc) or via the body of an email.

Graphic files such as logos and icons must be supplied in an editable, vector format. Graphs and charts must be supplied with their raw data included. The redrawing of graphs and charts by means of manual tracing will be deemed an additional expense.

Images which are supplied in an electronic format are to be provided in a format as prescribed by 1st Impression Creative Ltd via email, online file transfer service or online file sharing facility. Images must be of a quality suitable for use without any subsequent image processing, and 1st Impression Creative Ltd will not be held responsible for any image quality which the client later deems to be unacceptable. 1st Impression Creative Ltd cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

PDF files which are supplied by the client for print reproduction purposes must be supplied in an up to date pass4press format. 1st Impression Creative Ltd will not be held responsible for poor print quality/missing elements/missing or substituted fonts due to files which are not press compliant.

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.

Design Project Duration

Any indication given by 1st Impression Creative Ltd of a design project's duration is to be considered by the customer to be an estimation. 1st Impression Creative Ltd cannot be held responsible for any project over-runs, whatever the cause.

Supplying of Data

The customer agrees to supply 1st Impression Creative Ltd with all data, text, images, illustrations prior to project commencement and in the required format(s). Any further information and files that may be requested by 1st Impression Creative Ltd during the design process must be supplied by the customer within a timely manner. Failure to do so will result in the project deemed complete and the customer will be invoiced for the balance of the monies due.

Design Project Proofing

The customer agrees to revert back to 1st Impression Creative Ltd in a timely manner following each proofing stage up to and including final sign off. Should the customer fail to respond within what is deemed a reasonable period of time (up to 7 working days) at each stage of the design process, 1st Impression Creative Ltd will deem the project complete and the customer will be invoiced for the balance of the monies due.

Design Project Completion

1st Impression Creative Ltd considers the design project complete upon receipt of the customer's sign off. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

Design Credits

The customer agrees to allow 1st Impression Creative Ltd to place a small credit on printed material, exhibition displays, advertisements and/or a link to 1st Impression Creative Ltd's own website on the customer's website. This will usually be in the form of a small logo or line of text discretely placed (usually towards the back of a printed document or in the footer of a website).

The customer also agrees to allow 1st Impression Creative Ltd to place all designs on 1st Impression Creative Ltd's own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

Rights of Refusal

1st Impression Creative Ltd 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. 1st Impression Creative Ltd also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that 1st Impression Creative Ltd does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow 1st Impression Creative Ltd to remove the contravention without hindrance, or penalty. 1st Impression Creative Ltd is to be held in no way responsible for any such data being included.

Cancellation

1st Impression Creative Ltd reserves the right to cancel an order at any time should it be deemed that the working relationship with the client is no longer viable. Cancellation will be made in writing. 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.

Cancellation of orders by the customer may be made initially by telephone contact, or email, however, following this, 1st Impression Creative Ltd will need formal notification in writing to the company's postal address. 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 1st Impression Creative Ltd within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

VAT

1st Impression Creative Ltd is VAT Registered and will always comply with the law regarding charging VAT. VAT will be applied to invoices where applicable.

Disclaimer

1st Impression Creative Ltd makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. 1st Impression Creative Ltd will not be held responsible for any and all damages resulting from products and/or services it supplies. 1st Impression Creative Ltd 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 1st Impression Creative Ltd responsible for any such loss or damage.

Any claim against 1st Impression Creative Ltd shall be limited to the relevant fee(s) paid by the customer.

1st Impression Creative 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. 1st Impression Creative Ltd will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

1st Impression Creative Ltd 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. 1st Impression Creative Ltd 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. 1st Impression Creative Ltd reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by 1st Impression Creative Ltd and validated by the customer in writing on the estimate or quotation, 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 1st Impression Creative Ltd.

Website Design & Build Only

The above Terms & Conditions apply with the addition of the following in the case of 1st Impression Creative Ltd being contracted for website design or website design and build. In the case of third party supplier(s) being contracted by the client to carry out these works, their own Terms and Conditions will apply and 1st Impression Creative will not be held directly responsible for any issues arising.

Rights of Access for Website Construction

The client agrees to allow 1st Impression Creative Ltd all necessary access to computer systems and other locations, as required, in order to complete a website and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The client agrees to allow 1st Impression Creative Ltd access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The client agrees to submit 1st Impression Creative Ltd with all the necessary materials, electronic or otherwise, required to create and complete the services, and to supply them in a timely manner.

At the client's request we will endeavour to register a domain name on the client's behalf. However, 1st Impression Creative Ltd cannot guarantee the availability of any domain name.

Hosting

1st Impression Creative Ltd reserves the right to host its CMS on its server(s) and will not permit, in any circumstances, the hosting of the CMS elsewhere.

Where the client wishes to host a site, 1st Impression Creative Ltd may inform the client that their current hosting arrangements may not be satisfactory or acceptable because of, for example, poor service, or lack of bandwidth. It is the client's responsibility to provide a hosting service suitable to the website being provided by 1st Impression Creative Ltd.

Search Engine Submission

The client agrees that 1st Impression Creative Ltd is not responsible for the availability, rankings or timescales of any search engine used.

Alterations

Once web build is complete, 1st Impression Creative Ltd will provide the customer with the opportunity to review the resulting work. 1st Impression Creative Ltd will make one set of minor changes at no extra cost. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to 1st Impression Creative Ltd by email or fax and confirmed by post.

Further changes will be charged on an ad-hoc basis at 1st Impression Creative Ltd's hourly rate.

1st Impression Creative Ltd will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

The client agrees to alert 1st Impression Creative Ltd in writing to any defects or problems in relation to work and services provided, within 30 days of the final invoice date. 1st Impression Creative Ltd will not be liable for any claims made after this period.

Copyright

For all web related projects, unless specifically stated, all code, design and similar services are owned by 1st Impression Creative Ltd. Ownership is applicable to proprietary software and programs or source code, such as databases, e-commerce and/or content management systems, web application source code or animations which shall remain with 1st Impression Creative Ltd.

The customer may request in writing from 1st Impression Creative Ltd, the necessary permission to alter the website (for which 1st Impression Creative Ltd holds the copyright) and 1st Impression Creative Ltd may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be altered. 1st Impression Creative Ltd reserves the right to charge fees for this.

These Terms & Conditions were last updated on 15 February 2019.



1st Impression
CREATIVE

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