

The following Terms and Conditions of Service apply to all products and services provided by Full Circle Graphics LLP (later referred to as FCG). All work is carried out by FCG on the understanding that the client has agreed to FCG's terms and conditions.

- 1) Copyright is retained by FCG on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.
- 2) If a choice of design is presented, only one solution is deemed to be given by FCG as fulfilling the contract. All other designs remain the property of FCG, unless agreed in writing that this arrangement has been changed.

Project Acceptance

- 3) At the time of proposal, FCG will provide the customer with a written estimate or quotation. The Terms and Conditions may be obtained by request from FCG. A copy of the written estimate or quotation is to be signed and dated by the customer, or the client may send an official order in reply to the estimate or quotation to indicate acceptance, all of which binds the client to accept FCG's terms and conditions, and should be returned to FCG. No work on a project will commence until either document has been received by FCG.

Design Charges

- 4) Charges for design services to be provided by FCG, will be set out in the written estimate or quotation that is provided to the customer. Work on the project will not commence until FCG are satisfied with a full credit check.

Project Approval

- 5) The customer will be provided with an Approval Form with each submission, which must be signed and dated by the customer to indicate acceptance and version approval, and must be returned to FCG.

Payment

- 6) The full amount will become payable as per the terms stated on the approved quotations and invoice. Accounts which remain outstanding beyond the terms in accordance with the invoice, will incur an extra charge of 2% above the base interest rate per month of the outstanding amount until the outstanding invoice is paid in full. Payments may be made by cash, cheque, or electronic funds transfer. Publication and/or release of work done by FCG on behalf of the client, will be at the discretion of FCG. Returned cheques will incur an additional fee of £50 per returned cheque. FCG reserves the right to consider an account to be in default in the event of a returned cheque.

Default

- 7) An account shall be considered default if it remains unpaid over the due date, or following a returned cheque. FCG shall be considered entitled to remove FCG'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, 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 FCG reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

- 8) By supplying text, images and other data to FCG for inclusion in the customer's mediums, 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.
- 9) Any artwork, images, or text supplied and/or designed by FCG on behalf of the customer, will remain the property of FCG and/or its suppliers.
- 10) The customer may request in writing from FCG, the necessary permission to use materials (for which FCG holds the copyright) in forms other than for which it was originally supplied, and FCG 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.
- 11) By supplying images, text, or any other data to FCG, the customer grants FCG permission to use this material freely in the pursuit of the design.
- 12) Should FCG, or the customer supply an image, 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 FCG to remove and/or replace the file.
- 13) The customer agrees to fully indemnify and hold FCG 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

- 14) 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. The customer also agrees that FCG holds no responsibility for any amendments made by any third party, before or after a design is published.

Licensing

- 15) Any design, drawing or idea created for the customer by FCG, 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 FCG 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. FCG will not be held responsible for any damages resulting from such claims. FCG are not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold FCG responsible for any such loss or damage. Any claim against FCG shall be limited to the relevant fee(s) paid by the customer.

Data Formats

- 16) The client agrees to FCG's definition of acceptable means of supplying data to the company. Text is to be supplied to FCG in electronic format as standard text (.txt), MS Word (.doc) or CD-ROM, or via e-mail. Images which are supplied in an electronic format, are to be provided in a format as prescribed by FCG via floppy disc, CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and FCG will not be held responsible for any image quality which the client later deems to be unacceptable. FCG will not 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.

Design Project Duration

- 17) Any indication given by FCG of a design project's duration is to be considered by the customer to be an estimation. FCG will not be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that approved estimates or quotations are received by date confirmed in writing by FCG. The customer agrees to supply FCG with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Design Project Completion

- 18) FCG considers the design project complete upon receipt of the customer's signed Approval form. Other services such as printing, display panel production, filmwork, publishing etc either contracted on the clients behalf constitute a separate project and will be treated as a separate charge.

Rights of Refusal

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

Cancellation

- 20) Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, FCG will need formal notification in writing. The client will then be invoiced for all work completed. The balance of monies due must be paid within the terms of the quotation or invoice. Please note: any cancellation which is not formally confirmed in writing and received by FCG within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

- 21a) FCG makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. FCG will not be held responsible for any damages resulting from products and/or services it supplies. FCG are not responsible for any loss, or consequential loss, 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 FCG responsible for any such loss or damage. Any claim against FCG shall be limited to the relevant fee(s) paid by the customer.

- b) FCG 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. FCG will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

General

- 22) These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. FCG 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

- 23) The placement of an order for design and/or any other services offered by FCG and validated by the customer's approval by any means and/or signature on the quotation form, constitutes acceptance of the quotation and agreement to comply fully with all the Terms and Conditions and forms the Contract for Business between the client and FCG.