

The following Terms and Conditions of Service apply to all design products and services provided by Life in Pictures Ltd.

All work is carried out by Life in Pictures Ltd (LIP Ltd) on the understanding that the client has agreed to LIP Ltd's terms and conditions.

Copyright is retained by LIP Ltd 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 design is presented, only one solution is deemed to be given by LIP Ltd as fulfilling the contract. All other concepts remain the property of LIP Ltd, unless agreed otherwise in writing.

Project Acceptance

At the time of proposal, LIP Ltd will provide the customer with a written estimate or quotation. The Terms and Conditions are available on LIP Ltd's website. 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 LIP Ltd. Alternatively, the client may send a written reply to the estimate or quotation which binds the client to accept LIP Ltd's terms and conditions. No work on a project will commence until written confirmation has been received by LIP Ltd.

Design Charges

Charges for design services to be provided by LIP Ltd, will be set out in the written estimate or quotation that is provided to the customer, for first orders from new customers, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until LIP Ltd has received this amount.

For projects that include the buying in of print services, we may charge a mark-up cost. This is standard practice, and covers the administration and additional risks involved.

Payment

The customer will be provided with an invoice upon completion of your project. At this time payment is due in full within 30 days. Any overdue payments will be subject to interest @ 8% p.a. over Bank of England base lending rate in accordance with the EC Late Payment Directive, together with administration charges.

Payments may be made by cash, cheque, bank transfer or previously agreed electronic funds transfer.

Publication and/or release of work done by LIP Ltd on behalf of the client, may not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. LIP 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. LIP Ltd shall be considered entitled to remove LIP 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 LIP 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 LIP Ltd for inclusion in the customer's website 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 LIP Ltd on behalf of the customer, will remain the property of LIP Ltd and/or its suppliers.

The customer may request in writing from LIP Ltd, the necessary permission to use materials (for which LIP Ltd holds the copyright) in forms other than for which it was originally supplied, and LIP 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.

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

Should LIP 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 LIP Ltd to remove and/or replace the file.

The customer agrees to fully indemnify and hold LIP 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 amends required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to an additional charge. The customer also agrees that LIP 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 LIP Ltd, or any of its sub-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 LIP 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. LIP Ltd will not be held responsible for any and all damages resulting from such claims. LIP 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 LIP Ltd responsible for any such loss or damage. Any claim against LIP Ltd shall be limited to the relevant fee(s) paid by the customer.

Data Formats

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

Text is to be supplied to LIP Ltd in electronic format as standard text (.txt), MS Word (.doc).

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

Design Project Duration

Any indication given by LIP Ltd of a design project's duration is to be considered by the customer to be an estimation. LIP Ltd 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 LIP Ltd for the initial payment or by date confirmed in writing by LIP Ltd.

Rights of Access for Website Construction

The client agrees to allow LIP Ltd all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow LIP 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 customer agrees to supply LIP Ltd 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

LIP Ltd considers the design project complete upon receipt of the customer's signed Approval form or confirmation email. Other services such as printing, display panel production, film work, website uploading, publishing etc that was not included in the original quote, either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

Proof Reading - Graphic Design

It is the clients responsibility to proof read all artwork prior to going to print. LIP Ltd cannot be held responsible for any errors in artwork once the artwork is signed off.

Proof Reading - Website Design

Once web design is complete, LIP Ltd will provide the customer with the opportunity to review the resulting work. 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 LIP Ltd by e-mail.

LIP 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.

Hosting websites

LIP Ltd does not offer in-house hosting services. LIP Ltd can only suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. LIP Ltd may request that clients change the type of hosting account used if that account is deemed by LIP Ltd to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees due to the hosting organisation are the responsibility of the client and LIP Ltd are not liable for their payment, unless otherwise agreed.

Domain Registration

LIP Ltd cannot guarantee the availability of any domain name. Where LIP Ltd is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, LIP Ltd cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

Design Credits

The customer agrees to allow LIP Ltd to place a small credit on printed material, exhibition displays, advertisements and/or a link to LIP Ltd'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.

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

Showcase

By agreeing to our terms and conditions you are also allowing LIP Ltd to showcase the work we have done for you, unless otherwise agreed.

Rights of Refusal

LIP 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. LIP Ltd also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that LIP Ltd does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow LIP Ltd to remove the contravention without hindrance, or penalty. LIP Ltd 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, LIP Ltd will need formal notification in writing. The client will then be invoiced for all work completed over and above any 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 LIP Ltd within 14 days of such instruction being issued, will be liable for the full quoted cost of the project. If any print job is already underway we cannot cancel the work and full payment will be required upon delivery of goods to LIP Ltd.

Disclaimer

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

LIP 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. LIP Ltd will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

LIP 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. LIP 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.

When final print artwork is approved the client is required to sign or email the sample of artwork to agree that it is ready to be printed. This signature or email implies that the client is happy with the artwork and consents to it being printed.

LIP Ltd cannot be held responsible for minor colour discrepancies. Slight variations in colour are inherent with the CMYK print process.

Delivery

LIP Ltd cannot be held responsible for any loss or damage during transit of client property or print deliverables, if payment has passed or not. It is up to the client to insure accordingly.

Web site delivery will take the form of the website going live. This will be executed upon approval of visuals/testing sites.

Liability

LIP Ltd shall not be held liable for failing to perform to the contract for any reason that is not solely the fault of LIP Ltd.

LIP Ltd shall not be held liable in any case for any damages, loss of anticipated profits, loss of revenue, contracts or any other inconsequential damages that arise from any cause associated with LIP Ltd or the property of LIP Ltd, this includes design work.

All property supplied to LIP Ltd by the client or on behalf of the client shall remain at the clients risk, unless otherwise agreed in writing, this includes; print delivery, data and equipment. The client should insure accordingly.

LIP Ltd shall not be held liable for any leak of information or confidential material provided by the client, this includes, a leak or malpractice of any kind by a third party that LIP Ltd has outsourced work to, domain loss due to hacking or as a result of hacking by a third party, password leaking due to theft or any circumstance that is not solely the fault of LIP Ltd.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. LIP 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 LIP Ltd and validated by the customer's written approval, 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 you and LIP Ltd.