



LEMON-DESIGN  
Refreshing Creative Design Solutions

## TERMS & CONDITIONS

### **Consultation**

Our first visit is free of charge, subsequent meetings and expenses are part of the billable assignment. Consultation fees are subject to a different rate, see (Current Design Rates/Fees).

### **Estimates**

When sufficient information is provided a written estimate will be prepared. If the specifications and/or schedules change, the estimate may change and we will inform the client immediately.

An estimate will normally refer to the creation of a website solution from concept and design to finished product and does not include future updates, additions, maintenance, hosting or naming fees and marketing techniques such as directory or search engine submission unless explicitly stated within the estimate.

### **Billing**

35% of the estimated cost is required on acceptance of the quote, and the remaining 65% upon job completion. Work on the assignment will not commence until the first payment has been received.

### **Delays**

If any phase of the assignment is delayed longer than 30 days the right is reserved to bill for work completed to date.

### **Responsibility**

Every effort is made to ensure the accuracy of material produced, however, we are not responsible for the correctness of copy, it is for the client to give final approval and check the final material, nor do we accept responsibility for any trademark or copyright infringement originating from existing artwork or copy.

The assignment if applicable will be made publicly available on the Internet in its intended state as described in the estimate subject to following conditions:

- i. Payment is received in full
- ii. The designated commercial hosting account is active and available to receive HTTP requests and FTP transfers
- iii. Necessary passwords and other details are made available in good time to complete the transfer of website files and other domain or web space technical configuration
- iv. The designated hosting account is fit for the intended purpose. (A hosting accounts suitability must be assessed prior to the completion of the site and clients are urged not to purchase third party hosting without first consulting Lemon-Design on its suitability)
- v. The designated domain name is purchased, active and correctly configured where a third party manages the domain name/s.

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[www.lemon-design.co.uk](http://www.lemon-design.co.uk)

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**Acceptance**

Work carried out will be deemed accepted 7 days after the invoice date of the completed phase. Any changes required after this period will constitute a billable addition to the assignment.

**Confidentiality**

All material provided by the clients will be treated confidentially. Client information will not be shared with third parties or made publicly available without client consent unless this information forms a natural part of material published on the Internet.

**Ownership**

Unless otherwise stated the output from an assignment becomes the property of the client on receipt of the final payment. However, underlying object code remains the property of Lemon-Design. Clients are granted continued and unlimited use of object code for the lifetime of a website but re-distribution, packaging or making object code publicly available is prohibited.

The right is reserved to re-use object code in whole or in part for the purposes of other clients/websites making clear the distinction between the graphical aspects of a website and the generic functionality of underlying code.

**Non use of work**

The client is financially obliged for all work completed whether they use it or not. In the event of client dissatisfaction Lemon-Design will resign from that assignment and make the up most effort to find an alternative solution, whether in house or externally. If we have to resign from an assignment we will invoice for the amount of time spent.

**Cancellation**

In the event of assignment cancellation we will invoice for all work completed to date and the work will remain the property of Lemon-Design.

**Current Design Rates/Fees**

Consultations or meetings whether technical, graphical or otherwise are charged at a rate of £25 per hour. Graphic design and programming are charged at a rate of £40 per hour. Time is calculated to the nearest whole hour.

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## PRINTING TERMS & CONDITIONS

**These terms and conditions apply to all orders and supersede all others. Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.**

### **Payment Terms**

Payment in full with order is required.

### **Passing of Title and Risk**

The risk in the goods shall pass to you on delivery. All goods delivered or not, remain our property until payment is received in full. Until such time as payment in full is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment by you for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored and repossess and remove the same. You hereby grant us an irrevocable licence to enter your premises for the said purposes.

### **Prices**

Where applicable all prices quoted are subject to VAT at the current rate.

### **Delivery**

Every effort will be made to deliver on time, but any delivery day specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery. Special rush deliveries can usually be arranged but will usually be subject to additional charges (e.g. rush print charges and rush delivery charges) which will be charged to you at current commercial rates.

### **Quantity Variation**

We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

### **Claims**

Claims arising from damages, delay or partial loss in transit must be made in writing to us, so as to reach us within 5 days of delivery. All claims with regard to the quality or quantity of the goods shall be made in writing to us so as to reach us within 5 days of receipt of goods or such goods shall be deemed to comply as to quality

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and quantity within the terms of the contract. You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at the time of delivery. Claims in respect of non-delivery must be made in writing so as to reach us within 4 days from receipt of our invoice.

#### **Liability**

Save in so far as defects in the goods cause death injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods. We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 10. Nothing in these terms and conditions shall affect the right of a consumer.

#### **Cancellation Charges**

A charge will be made on all cancelled orders, together with the charge for all work carried out up to the date of written cancellation.

#### **Artwork and Printing**

The entire copyright throughout the world in all printing plates, litho positives and negatives, artwork, designs, photographic transparencies, negatives or positives and any other artistic craftsmanship made by or for Circle pursuant to or in implementation of any contract with the customer shall belong to Circle. Circle agrees that unless the customer becomes in default of any obligation to make any payment to Circle, it will not reproduce any such items for any competitor in business of the customer.

#### **Force Majeure**

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising out of any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability what so ever to you

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