

## TERMS AND CONDITIONS

Below are GHOST Design Consultants Ltd (throughout this document will be referred to as GHOST) standard terms and conditions. It is vital that you (The Client) please take time to read through thoroughly and ensure you fully understand these terms and conditions and their implications before you commence any project with GHOST. Please also note that from time to time GHOST may need to alter these terms and conditions without notice. Please contact us if you do not understand any of the terms and conditions in this document.

### Commencement of work

Agreement to work with, and submission of a design brief and payment of deposit to GHOST constitutes agreement to these terms and conditions.

### Payment Terms

“The Client” agrees to pay a 50% deposit of the quoted amount to commence any design project, with the balance payable prior to delivery. Once research, resources allocated or design work has commenced on a project, this deposit is **non-**

**refundable.** In the case of a change of mind by “The Client” this deposit is **non-refundable.** GHOST endeavours to provide design services that meet and exceed a client’s needs and expectations, but in the event of a “change of mind” (after a project has commenced) by “The Client”, the initial 50% deposit is forfeited, plus a prorata payment based upon the time spent.

If the work time exceeds 4 calendar weeks in duration, “The Client” agrees to a progress payment of 50% of the balance per month until the conclusion of the project, with any outstanding amount payable in full upon delivery.

All printing accounts must be settled in full prior to the release of the files to the printer. Accounts which are not paid COD will incur a late administration fee of \$20 + GST. Accounts which remain outstanding for 14 days after the date of invoice will incur an additional late payment fee equivalent to 5% of the project costs for each week payment is outstanding. If you are having difficulty paying your invoice, please get in touch as soon as you are aware of the issue, so we can discuss a solution that works for your company.

[Design samples](#)

“The Client”also agrees to allow GHOST to showcase any/all work created in the course of a project as part of the GHOST portfolio. GHOST acknowledges the confidential nature of projects and agrees to only display project work once product/site has been publicly launched/commences.

### Force Majeure

GHOST shall not be liable for any failure or delay in supply or delivery of products/services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of GHOST. Including but not limited to war, natural disasters, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism.

### Fees for service

It is agreed that the fee for service shall be the cost estimates provided via email, unless work undertaken exceeds work outlined. If work undertaken exceeds the items specified in the quote, “The Client” agrees to pay appropriate fees for the

excess work, outside the scope of the original agreement. Where ever possible the client will be notified of increases in the scope of the project.

### Excess work

This is defined as any work involving additions to the list of items defined in the Estimate of Services or changes to all pieces of finished artwork after sign off by an authorised representative of “The Client”. From time to time “The Client” will require extra design requirements during a project, or extra files upon completion of a project. The client will be informed that the alterations or changes requested fall outside the scope of the original estimate. If the client wishes these alterations to be made they must agree in writing, and a fee of \$150 (plus GST if applicable) per hour will be payable.

Should additional design not initially quoted for be requested during the design process, a progress payment will be payable prior to further work being carried out.

Otherwise, all additional costs will be added to the final invoice, payable prior to delivery of design files.

**Publication and/or release of work performed on behalf of the client by “GHOST Design Consultants” may not take place before cleared funds have been received.**

Any booking fees, delivery fees, design commencement fees, or progress payments are non-refundable once work has commenced if the contract is terminated by the client, after work has commenced.

### Liability & Litigation

It is agreed that all work and materials provided for “The Client” by “GHOST Design Consultants” will be free and clear of all liens and encumbrances and may be lawfully used by “The Client” without infringing upon the rights of others including, and without limiting the generality of the foregoing, any copyright trade secret patent or trade mark rights of any third party.

It is agreed that “GHOST Design Consultants” indemnify and hold “The Client” harmless from and against all claims for injury or death to persons or damage to property (including cost of litigation and legal fees) caused by, arising from or

incidental to the services to be performed during the performance of the work outlined, except any such claims which are caused by the negligence of “The Client” or its employees, and it is agreed that we shall notify “The Client” in writing of full details of any such claim.

Under no circumstances shall GHOST be liable to “The Client” for an indirect or consequential loss suffered by “The Client” relying on the information included in the supplies prepared by GHOST including (without limitation) loss of profit, loss of contracts or pure economic loss. Any liability is strictly limited to the direct losses associated with remedial costs of the supplies only, not to include claims for delays, out of sequence working, non productive overtime, award of costs, etc. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.

### Approval of Final Artwork

While GHOST takes all care to avoid errors, GHOST accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. It is the “Client” responsibility to proof read and approve all final copy before the production of artwork. The email verification of the

Client's representative shall be conclusive as to the approval of all artwork prior to their release for printing, implementation or installation. In the case of packaging it is the clients responsibility to check the orientation of printed panels on three dimensional packs. No refunds or reprints are given after a final approved design has gone to print due oversights by "The Client's" proof reading.

### Print Returns And Refunds

It is agreed that the GHOST is not responsible or held liable for any errors contained in the final product after the final product has been approved by the client, (approval may be given in writing or email), committed to print or posted in view of the public.

GHOST will not be held responsible for and changes or amendment made after approval. It is the sole responsibility of the client to notify GHOST of any such errors during the revision cycle and before the final files have been generated.

In the event of a need to reprint due to errors in content, the client will be responsible for the return of the incorrect print (at their cost) and for the payment in full of the reprint cost.

## Print – Colour Variations

With all printing there may be some colour variations from what you have seen on screen to what the final product looks like and previous orders. This is due to the nature of CMYK printing and bulk-run printing system. There will be no reprints at the expense of GHOST.

## Copyright

GHOST retains full ownership of design concepts and materials it produces. Once a final concept is delivered to a client and full payment is received, complete ownership rights to the concept transfer to the client. Rights to editable files will remain with GHOST but can be transferred at additional cost if required. Unused concepts remain the property of GHOST. GHOST may still use paid-for concepts in its promotional materials and in its design portfolio. Unless the client requests otherwise, GHOST Studio retains the right to display a small byline claiming design credit on works it produces, except for corporate stationery.

This granting of copyright does not extend to the use of design proposals and concepts submitted to but not approved for the work outlined. Until final payment



GHOST retains ownership of all artwork and website architecture. GHOST reserve the rights to certain elements used to create your projects including RAW files, fonts, patterns, stock images, textures, colour palettes and other non exclusive items.

GHOST reserve the right to use stock images in the creation of designs if required.

Costs of this will be outlined to the client prior to purchase if not included in the proposal quote.

Other than for the promotional use of GHOST all services provided shall be for the exclusive use of the client's said purposes only. Designs may not be used for other promotional items, website or printed materials without permission. Upon payment of all invoices, reproduction rights for all approved final designs created by GHOST shall be outlined in the Project Proposal. For additional usage, price will be assessed as needed.

In accordance with the Copyright, Designs and Patents Act 1988, 'licensing of copyright is subject to a mutual agreement made between client and designer'.

Copyright will remain property of GHOST till such time an agreement is in place. As part of GHOST terms of business, the copyright licence is automatically released to

the client on receipt of final payment for the commissioned work. GHOST reserve the right to use all artwork produced, concepts produced in the course of the project (including those concepts not selected) and revisions for the purposes of promoting GHOST in print or digital media portfolios, social media and blogs, except where the client has specifically requested in writing otherwise.

### Goodwill

This proposal assumes goodwill from both GHOST and “The Client” regarding:

- What can reasonably be achieved in a given time frame
- Making best use of resources to achieve the most effective outcomes

### Resending Uploading Files

If a client lost or accidentally deletes the files delivered by GHOST at the completion of the project, GHOST can resupply, for a fee of £50 per request. Providing the request from the “Client” has been made within 2 years from the date of completion.

### Artwork on DVD or USB Drive

If any client artwork is required on CD/DVD, an administration fee of approximately – £50 plus courier/ postage will be payable.

### Website design credit

“The Client” agrees to allow “Ghost Design Consultants” to place a small credit on printed material exhibition displays, advertisements and/or a GHOST Graphic on the “Client” website. This will be in the form of a small logo or line of text placed towards the bottom of the page.

“The Client” also agrees to allow “Ghost Design Consultants” to place websites and other designs, along with a link to the client’s site on “Ghost Design Consultants” own website for self promotional purposes.

### Termination policy

From time to time circumstances beyond the control of either party may result in the need for project cancellation. In the event of the client cancelling a project after a project has commenced, the advance payment (deposit) will be forfeited in lieu of compensation to GHOST. This is to cover design and administration time spent,

resources purchased and allocated, research time and administration costs. If the project is more than 50% completed (this is determined by GHOST and the client by negotiation) a pro rata payment is payable for time spent up until cancellation notice, at an hourly rate of £80 per hour plus VAT.

If a project is cancelled by GHOST, due to unforeseen circumstances, the deposit will be refunded in full to the client in a timely manner.

In the event of cancellation of the project by the client, ownership of all copyrights and the original artwork and disks shall be returned and retained by GHOST.

#### [Website design post- completion alterations](#)

Once web design is complete, "GHOST Design Consultants" will provide the customer with the opportunity to review the resulting work. "GHOST Design Consultants" will make one set of minor changes at no extra cost within 14 days of the start of the review period. 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 “GHOST Design Consultants” by e-mail and confirmed by post. “GHOST Design Consultants” 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. An hourly fee after this time for tweak and amendments is payable of £80 per hour plus VAT if applicable.

### Confidentiality

It is agreed that employees of “GHOST Design Consultants” shall not at any time either during the continuance of the work outlined or thereafter, except in the course of their duties, divulge any of the confidential affairs of “The Client” or any of its clients or associated companies to anyone whatsoever without the previous consent in writing of “The Client”.

### Late payments & Default

Accounts which are not paid within 14 days will incur a late administration fee of £20 + VAT. Accounts which remain outstanding for 30 days after the date of invoice will incur an additional late payment fee equivalent to 5% of the project costs for each week payment is outstanding.

An account shall be considered in default if it remains unpaid for 30 days from the date of invoice or “the client” has stated expressly that they do not intend to pay an invoice by “GHOST Design Consultants”, unless prior arrangements have been made. “GHOST Design Consultants” shall at it’s sole discretion suspend any and all services provided to the client by “GHOST Design Consultants” or it’s subsidiaries (including but not limited to hosting, websites designed files, concepts, artwork, and email) and employ debt collection measures until the total outstanding balance has been fully paid. This includes any and all unpaid accounts due for services ordered, including, but not limited to design, hosting, domain registration, search engine submission, maintenance, sub-contractors, printers, photographers and libraries plus bank interest calculated daily for each day payment is overdue.

Suspension of such services does not relieve the client of it’s obligation to pay the due amount. Files on external servers, such as hosted e-commerce solutions will be removed and held until payment is made or for 30 days until the client has paid for their invoices in full.

“The Client” whose account is in default agree to pay “GHOST Design Consultants” reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

“GHOST Design Consultants” retains all copyright for work performed until full project costs have been paid. “GHOST Design Consultants” reserves the right to reuse or resell work undertaken in the case of payment default.

“GHOST Design Consultants” accepts no liability or responsibility for loss of income or damage to the client for work removed from third party servers, as a result of non-payment and “The Client” will not take legal action for any situation arising from invoice disputes or removal of the disputed work in such cases

### [Amendments to these Terms and Conditions](#)

All and any amendments to the terms and conditions outlined in this submission must be provided in writing by “The Client” and signed by an authorised representative of “GHOST Design Consultants” prior to the commencement of work outlined in this submission.

## Freelance contractors and confidentiality

All contractors employed by “GHOST Design Consultants” are held to a strict confidentiality and nondisclosure agreement. Contractors of “GHOST Design Consultants” are also bound by a strictly enforced non-solicitation agreement for a period of 36 months after the conclusion of their work with “GHOST Design Consultants”. If this was to be breached by the contractor “GHOST Design Consultants” will take swift and reparatory measures to ensure “The Client” is made aware that the contractor in question is no longer a representative of “GHOST Design Consultants” and acting independently.

Furthermore the unlawful contractor will be prosecuted through legal channels to the full extent of the law in such cases.

“GHOST Design Consultants” aim for complete security of our clients and if we select contractors it is based upon previous work, references, and global checks with previous employers, as well as compliance with strict “GHOST Design Consultants” guidelines of professional behaviour and ethics.



## Disclaimer

Graphic design, strategy, photography, TVC, illustration and marketing are all highly creative and subjective art forms. As such GHOST take every possible care with professional advice offered and any suggested creative concepts and/or their implementation, however GHOST cannot be held responsible for variations between expectation and outcome.

## Disclaimer

All information contained in this website is intended for general information purposes only. The information is provided by GHOST. We try to keep the information up-to-date and ensure that it is correct, however, we make no warranties of any kind concerning the accuracy, completeness, suitability, reliability, or availability of the information contained in this website, or any products, services, links, or graphics that may be found on this website. Use this information at your own risk. GHOST will not be held liable for any loss or damage, or loss of data from your use of this website, or in connection with this website. This includes indirect or consequential loss or damage. GHOST has no control over websites that are linked to on this website.

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