



GENERAL PROVISION OF SERVICE TERMS AND CONDITIONS

1. Payment

All invoices are payable within 14 business days of receipt. A £15 service charge is payable on all overdue balances for reissuing each invoice at 45, 60, 75 and 90 days from the date of original invoice. The grant of any license or right of copyright is conditioned on receipt of full payment. Final balances will be generated taking into consideration any deposit already paid at commencement of the project. For projects totalling more than £100.00 a 50% deposit will be required prior to the commencement of the agreed works.

2. Default in payment

The Client shall assume responsibility for cost outlays by designer in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

3. Estimates

The fees and expenses shown are quotes based on the project details given in the initial design brief. Should the project evolve beyond what was initially discussed/described to the extent that further or considerable expenses are expected this will be highlighted and discussed prior to continuing the project. Should there be a requirement to extend the scope of the project beyond what was reasonably foreseen following the initial design brief the hourly rate will apply at £32.00 per hour.

4. Changes

Highland Graphics will produce concept designs following the initial design brief for any creative service provided. Changes can be made to concept designs with minor revisions and variations permitted pursuant to completing or progressing a client directed concept. Up to 3 concept designs can be provided for each of the creative services within the quoted price. Should revisions falling outwith what would be classed as pursuant to the completion of a directed concept, or a new concept design be required beyond the 3 permitted then further design work will be completed at the stated hourly rate.

5. Expenses

It is not anticipated that any expenses other than those stated above will be incurred during delivery of this project. Any expenses identified ahead of the date of incurrence will be specified to the client for consideration as a billable expense before any cost liability is placed on the client.

6. Cancellation

In the event of cancellation of a design assignment or project (as specified in a project-by-project brief), ownership of all copyrights and the original artwork shall be retained by Highland Graphics solely, and the initial deposit will be retained by Highland

Graphics to compensate for work completed. A 100% cancellation fee is due once the project has been finished, whether delivered to the client or not.

7. Ownership and return of artwork

The client obtains full licence and copyright to the completed design when agreed as complete and full payment has been made. Once unprotected work has been released by the designer no refund can be offered for the design product - which is classed as an intangible good in terms of consumer rights and protection laws.

8. Limitation of liability

The client agrees that they shall not hold Highland Graphics or his/her agents or employees liable for any incidental or consequential damages that arise from Highland Graphics failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused intentional or negligent acts or omissions of Highland Graphics or the client, any client representatives or employees, or a third party. Highland Graphics or his/her agents or employees will also not be liable for any incidental or consequential damages that arise from use of any work product resulting from the engagement of Highland Graphic's services.

During the formation of creative works all reasonable steps are undertaken to ensure that all work product generated is a true original work or acceptable fair use derivative from existing works as applicable. All pre existing creative works utilised in any design project will be provided with the appropriate licenses covering their commercial use or otherwise. No guarantee can be offered that all and any work produced by Highland Graphics is unique as a truly exhaustive process for identifying similar works is prohibitively difficult to undertake. All reasonable steps are taken to ensure that where possible, no works infringe on existing copyright or trademark laws, the exception being; where such issues are identified, communicated to the client and waived in the form of instruction being provided to Highland Graphics to continue with infringing works. In this instance the full liability from the creation and use of infringing works will be on the client.

9. Dispute Resolution

Any disputes in excess of the maximum limit for small-claims court arising out of this Agreement shall be submitted to arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the Scottish Legal system. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The client shall pay all arbitration and court cost, reasonable legal fees, and legal interest on any award of judgment in favor of Highland Graphics. All actions, whether brought by client or by designer will be filed in Highland Graphics county of business/residence.

This contract is held accountable to the legal system of Scotland and any applicable statutes held therein.

10. Confidentiality

The client shall inform the designer in writing before the project commences if any portion of any material or information provided by the client or if any portion of the project is confidential.

11. Hosting websites

Highland Graphics offers a limited hosting service via a shared 3rd party server. Highland Graphics does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Highland Graphics may request that clients change the type of

hosting account used if that account is deemed by Highland Graphics to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for Highland Graphics hosting service are due at the commencement of any period of service and are non-refundable.

If Highland Graphics is not the host for a website designed, built or otherwise provided by us then fees due to third party hosting organisations are the responsibility of the client and Highland Graphics are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the customer/domain owner unless registered by Highland Graphics at the express request of the client.

12. Duration and Renewal of Hosting & Domain Services

Unless otherwise specified, Services are provided for a minimum contract term of 12 months and unless cancelled in writing will automatically be renewed for the billing period chosen on sign up. You are entitled to cancel the Services by contacting Highland Graphics no less than 1 month prior to the renewal date for your Services. Highland Graphics will provide notice of a services renewal date 28 days, 7 days and on the day of renewal.

Accounts in arrears, or which payment is not received prior to the commencement of any renewal period on the agreed payment schedule will be suspended until remuneration and any applicable fees are paid in full - unless expressly stated by Highland Graphics or his/her agent, employee or representative. Highland Graphics will be indemnified against any loss, speculative or quantified resulting from the loss of service due to account suspension on these terms.

Suspended accounts will be terminated, with the full contents of any saved or retained data being permanently deleted 28 days from the date of suspension.

Should the client wish to migrate services away from Highland Graphics during the terms of a provision of service or a period of suspension the prerogative to make suitable arrangement for applicable migrations lies solely with the client. Highland Graphics reserves the right to levy a £64.00 migration fee for any service where assistance is sought to any degree from Highland Graphics.

13. Design Credits

The client agrees to allow Highland Graphics to place a small credit on any website designed by us directed towards Highland Graphics's own website. This will usually 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 Highland Graphics to place all designs on Highland Graphics's own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

14. Rights of Refusal

Highland Graphics 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. Highland Graphics also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Highland Graphics does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the client is obliged to allow Highland

Graphics to remove the contravention without hindrance, or penalty. Highland Graphics is to be held in no way responsible for any such data being included.

15. Third Parties

Highland Graphics is not a representative of any third party unless expressly stated. Whilst Highland Graphics may recommend products or services that meet the needs of the client we are not liable for any fee, licence or retainer agreed between the client and third-party unless stated. Highland Graphics 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. Highland Graphics will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

16. Domain Names

The offer of 12 months free domain name access applies to any available .co.uk (or similar) that is available for purchase at under £11.00 per 12 month period. Should a domain above that price be required/requested the client will be responsible for paying the difference in price between the actual cost and the £11.00 contribution by Highland Graphics. Domains secured on behalf of clients will be registered to the client and not the agent.

17. Printed Goods

Once a design has been accepted as ready for print (proofed) by the client a print run cannot be stopped, altered or refunded. All goods ordered for print must be paid for in advance. Should any issue be detected with completed printed goods please raise this at the earliest opportunity, any error arising from failure to check/provide correct details or colour variations from proof to print are do not provide for eligibility to claim a refund or replacement.

18. Privacy and Confidentiality

Highland Graphics, being the data controller of all data supplied by clients and on behalf clients has access to personal and potentially sensitive information including identifying information and contact information submitted to websites built, designed or hosted by Highland Graphics, any server contents uploaded or stored by clients during the period of their contracted services with Highland Graphics and their agreed third parties including emails sent to and from the client.

All data received and accessible by the client and Highland Graphics will be accessed and handled in accordance with our published data privacy policy, a copy of which can be provided if required alternatively please view same at our website

www.highlandgraphics.co.uk.

Please note, it is a requirement to effectively maintain the services required of Highland Graphics and to protect against fraud or other malicious or unlawful misuse for Highland Graphics to routinely monitor all data held on our or subcontracted server sites. Highland Graphics will not, on every occasion, request permission to access said information. Highland Graphics reserves the rights to suspend any service for an identified misuse.

Highland Graphics will comply with all lawful requests to provide data held by us on the production of any subpoena, search warrant or similar legal order and in accordance with the law governing the handling and provision of sensitive and personal data.

Highland Graphics has taken all reasonable steps to secure any data provided to us or our partners including data exchanged during the provision of design or development services, hosting, domain registration and domain linked email. We will not be liable for any damages unless it can be proved that a breach in data or security is directly resulting from a failure to maintain these reasonable security protocol.

18. Acceptance of terms

Acceptance of the terms will be received in writing prior to commencement of any service from Highland Graphics.

ORDER NO.....

DATE.....

NAME.....

I have read and agree to be bound by these terms in respect of the stated services

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