

The following Terms and Conditions of Service apply to all artwork, graphic design, print and services provided by Silver Bear Design Ltd.

All design work is carried out by Silver Bear Design on the understanding that the client has agreed to abide by Silver Bear Design's terms and conditions.

Copyright of all graphic design work is retained by Silver Bear Design including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.

If multiple design concepts are submitted, only one concept is deemed to be given by Silver Bear Design as fulfilling the contract. All other artwork designs remain the property of Silver Bear Design, unless otherwise agreed in writing.

Project Acceptance

At the time of proposal, Silver Bear Design will provide the customer with a written quotation.

A copy of the quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Silver Bear Design.

Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Silver Bear Design's terms and conditions. No work on a project will commence until this acceptance has been received by Silver Bear Design.

Design Fees and Payment

Fees for design, print and other services to be provided by Silver Bear Design, will be set out in a quotation that is provided to the customer. At the time of the customer's acceptance of this quotation, which also indicates acceptance of these Terms & Conditions, an invoice for the total quoted fee will be issued immediately with payment terms as set out on the quotation.

Work on the project will not commence until Silver Bear Design has invoiced this amount.

For smaller projects, new clients or projects that require a faster turnaround, Silver Bear Design may require payment prior to project start. Credit card payment may be acceptable at this point.

Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

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

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque.

Silver Bear Design shall be considered entitled to remove Silver Bear Design'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, design, sub-contractors and printers.

Removal of such materials does not relieve the customer of it's obligation to pay the due amount. Customers whose accounts become default agree to pay Silver Bear Design 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 Silver Bear Design for inclusion in the customer's artwork 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 Silver Bear Design on behalf of the customer, will remain the property of Silver Bear Design and/or its suppliers, excluding Logo design in which full copyright will be passed to the client upon receipt of full payment.

The customer may request in writing from Silver Bear Design, the necessary permission to use materials (for which Silver Bear Design holds the copyright) in forms other than for which it was originally supplied, and Silver Bear Design 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. Silver Bear Design reserves the right to charge fees for additional usage.

By supplying images, text, or any other data to Silver Bear Design, the customer grants Silver Bear Design permission to use this material freely in the pursuit of the design and to utilise the designs in Silver Bear Design's portfolio unless agreed otherwise.

The customer agrees to fully indemnify and hold Silver Bear Design 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

All quoted fees includes one set of changes and/or amendments. 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. Charges will be made at the current hourly rate, minimum chargeable time is half an hour. Errors introduced by Silver Bear Design will be rectified at no charge.

The customer also agrees that Silver Bear Design holds no responsibility for any amendments made by any third party, before or after a design is published.

Silver Bear Design will consider that the client has accepted the original draft, if no notification is received within 14 days of the issuing of such draft artwork.

Licensing

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

Design Project Duration

Any indication given by Silver Bear Design of a design project's duration is to be considered by the customer to be an estimation. Silver Bear Design cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that initial invoice is issued by Silver Bear Design.

Design Project Completion

Silver Bear Design considers the design project complete upon shipment of the completed artwork, whether by email or in the case of printed matter, by post.

Design Credits

The customer agrees to allow Silver Bear Design to place a small credit on printed material, including website address. This will usually be in the form of a logo or line of text placed towards the bottom of the page.

The customer also agrees to allow Silver Bear Design to place all designs on Silver Bear Design's own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Silver Bear Design will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above any non-refundable deposit that may 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 Silver Bear Design within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

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

Silver Bear Design 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. Silver Bear Design will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Silver Bear Design 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 Silver Bear Design and validated by the customer's signature on the estimate or quotation, provision of purchase order or approval to proceed, 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 the customer and Silver Bear Design.