

Last Updated 25 October 2013

The following Terms and Conditions of Service apply to all products and services provided by Candid Creative Studio.

All work is carried out by Candid Creative Studio on the understanding that the client has agreed to Candid Creative Studio's terms and conditions.

Copyright is retained by Candid Creative Studio 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 Candid Creative Studio as fulfilling the contract. All other designs remain the property of Candid Creative Studio, unless agreed in writing that this arrangement has been changed.

PROJECT ACCEPTANCE

At the time of proposal, Candid Creative Studio will provide the customer with a written estimate or quotation.

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 Candid Creative Studio. Alternatively, the client may send an official order (via email) in reply to the estimate or quotation which binds the client to accept Candid Creative Studio's terms and conditions. No work on a project will commence until either document has been received by Candid Creative Studio.

DESIGN CHARGES

Charges for design services to be provided by Candid Creative Studio, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms and Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until Candid Creative Studio has received this amount.

CHARGES FOR OTHER SERVICES

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

PAYMENT

The customer will be provided with an Approval Form (.pdf or .jpg proof) and Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to approve and return the Approval Form or email to Candid Creative Studio. 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 cash, cheque or BACS.

Publication and/or release of work done by Candid Creative Studio on behalf of the client, will not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. Candid Creative Studio 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. Candid Creative Studio shall be considered entitled to remove Candid Creative Studio'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 Candid Creative Studio 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 Candid Creative Studio for inclusion in the customer's website or other design medium (leaflet, stationary etc), 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 Candid Creative Studio on behalf of the customer, will remain the property of Candid Creative Studio and/or its suppliers.

The customer may request in writing from Candid Creative Studio, the necessary permission to use materials (for which Candid Creative Studio holds the copyright) in forms other than for which it was originally supplied, and Candid Creative Studio 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 Candid Creative Studio, the customer grants Candid Creative Studio permission to use this material freely in the pursuit of the design.

Should Candid Creative Studio, 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 Candid Creative Studio to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Candid Creative Studio 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 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.

The customer also agrees that Candid Creative Studio 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 Candid Creative Studio, 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 Candid Creative Studio and any of its relevant sub-contractors.

All design work- where there is a risk that another party 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. Candid Creative Studio will not be held responsible for any and all damages resulting from such claims. Candid Creative Studio is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Candid Creative Studio responsible for any such loss or damage. Any claim against Candid Creative Studio shall be limited to the relevant fee(s) paid by the customer.

DATA FORMATS

The client agrees to Candid Creative Studio's definition of acceptable means of supplying data to the company.

Text is to be supplied to Candid Creative Studio in electronic format as standard text (.txt), MS Word (.doc) via e-mail.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Candid Creative Studio via CD-ROM, or via e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Candid Creative Studio will not be held responsible for any image quality which the client later deems to be unacceptable. Candid Creative Studio 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 Candid Creative Studio of a design project's duration is to be considered by the customer to be an estimation. Candid Creative Studio 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 Candid Creative Studio for the initial payment or by date confirmed in writing by Candid Creative Studio.

RIGHTS OF ACCESS FOR WEBSITE CONSTRUCTION

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

Candid Creative Studio considers the design project complete upon receipt of the customer's signed Approval Form. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

DESIGN CREDITS

The customer agrees to allow Candid Creative Studio to place a small credit on printed material, exhibition displays, advertisements and/or a link to Candid Creative Studio'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 Candid Creative Studio to place websites and other designs, along with a link to the client's site on Candid Creative Studio's own website for demonstration purposes and to use any designs in its own publicity.

RIGHTS OF REFUSAL

Candid Creative Studio 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. Candid Creative Studio also reserves the right to refuse to include submitted material without giving

reason. Any images and/or data that Candid Creative Studio does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Candid Creative Studio to remove the contravention without hindrance, or penalty. Candid Creative Studio 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, Candid Creative Studio 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 the 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 Candid Creative Studio within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

DISCLAIMER

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

Candid Creative Studio 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. Candid Creative Studio will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Candid Creative Studio 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. Candid Creative Studio recommends 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.

GENERAL

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form - including those under Candid Creative Studio's previous name Twisty Creative. Candid Creative Studio 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 Candid Creative Studio and validated by the customer's signature on the estimate or quotation form, 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 signatory and Candid Creative Studio.