

**NICK MOFFETT DESIGN LIMITED**  
**A company incorporated in Northern Ireland**  
**Registered Number NI641438**  
**Trading as Moffy Design**  
**[www.moffy.design](http://www.moffy.design)**

## **TERMS AND CONDITIONS FOR SUPPLY OF SERVICES AND GOODS**

The following Terms and Conditions apply to all services and products provided by Nick Moffett Design Limited.

All work is carried out by Nick Moffett Design Limited on the understanding that the Client has agreed to these terms and conditions. Any variation to the terms must be agreed in writing by Nick Moffett Design and Client.

We reserve the right to amend and expand these Terms and Conditions at any time and will forward said changes to the Client.

Nick Moffett Design Limited will retain ownership of 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 the chosen design is deemed to be fulfilling the contract. All other designs remain the property of Nick Moffett Design Limited, unless other arrangements are agreed in writing.

Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 5% per month of the outstanding amount. Customers whose accounts become default agree to pay PAPERJAM reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

## **1. Estimates, Acceptance & Project Commencement.**

At the time of proposal, Nick Moffett Design Limited will provide the customer with an estimate or quotation if requested. Acceptance of the written estimate or quotation is to be sent by return. If the Client sends an order to begin work or approval of artwork to go to print this will act as acceptance of the estimate or quotation which binds the client to accept Nick Moffett Design Limited terms and conditions. No work on a project will commence until acceptance has been received by Nick Moffett Design Limited.

All estimates given by Nick Moffett Design Limited will be valid for 28 days from the date of estimate.

If the client's final order changes from the original specification made for the quotation, Nick Moffett Design Limited reserves the right to vary the estimate. Estimates assume that the all content such as copy, text, pictures, graphs, pie charts, tables and other illustrations received from the client are correct, final and require no further amendments.

Estimates assume that there will be a maximum of two sets of proofs and amendments or corrections for all work. Excessive author's amendments (in excess of two sets of proofs / corrections) will be charged out at agreed hourly rate.

## **2. Charges**

### **2.a. Design Charges**

Charges for design services will be agreed between Nick Moffett Design Limited and Client by way of an agreed hourly rate unless a written estimate or quotation is requested by Client. All Services and Goods provided are non-refundable and all work will be invoiced upon completion or on a monthly basis for ongoing projects.

Nick Moffett Design Limited will not touch up, improve or otherwise alter content, illustrations or graphs etc supplied by the client unless specifically requested to and if so, will be subject to an increased rate beyond agreed quotations.

### **2.b. Other Charges**

If Nick Moffett Design Limited are asked to supply any externally source material such as, but not limited to Printed Material, Illustration, Signage, Interior Design, Videography and Photography an estimate will be supplied to the client upon approval of a full specification.

Acceptance of these Estimates must be received by Nick Moffett Design Limited before artwork will be sent.

Nick Moffett Design Limited will retain ownership of all outsourced materials until payment has been received in full from Client.

### **3. Turnaround times**

It is up to the client to set themselves realistic timescales for the production of graphic design and/or printed work. As well as weekends, national holidays and the constraints of normal office hours, there are elements of the creative and printing process which cannot be fast-tracked (such as creative generation, copywriting, print drying times, folding etc).

Where quoted, turnaround times are estimated target times only and Nick Moffett Design Limited accepts no liability for failure to meet these times, but will always do its best to do so.

Where a client misses a time critical deadline, this may result in their work missing printing slots booked on a client's behalf. This will usually result in missed delivery deadlines. We will use our best endeavours to minimise the adverse impact of missed deadlines – but the onus is on the Client to meet agreed deadlines in the first place.

### **4. Payment**

The Client is expected to pay all invoices in full by the due date.

Accounts which remain outstanding after the due date may incur an extra charge of 5% per month of the outstanding amount if payment is consistently late..

Payments may be made by cash, cheque, BACS or electronic bank transfer.

Publication and / or release of work by Nick Moffett Design Limited on behalf of the Client, may not take place before payment has been received.

Nick Moffett Design Limited have the discretion to but are not obligated to review costs, invoices or payment schedules.

An account shall be considered default if it remains unpaid for 60 days from the date of invoice, or following a returned cheque. Nick Moffett Design Limited shall be entitled to remove Client material from any and all delivery locations.

Removal of such materials does not relieve the customer of their obligation to pay the due amount.

The client will pay any expenses incurred by Nick Moffett Design Limited in connection with the recovery of monies outstanding (including legal costs on an indemnity basis).

## **5. Copyrights and Trademarks**

By supplying text, images and other data to Nick Moffett Design Limited for inclusion in Designed Materials, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the Client, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Nick Moffett Design Limited on behalf of the customer, will remain the property of Nick Moffett Design Limited and/or its suppliers.

The Client may request in writing from Nick Moffett design Limited, the necessary permission to use materials (for which Nick Moffett Design Limited holds the copyright) in forms other than for which it was originally supplied, and Nick Moffett Design Limited may, at its discretion, grant this. Such permission must be obtained in writing before any artwork, images, text, or other data may be used.

By supplying images, text, or any other data to Nick Moffett Design Limited, the customer grants Nick Moffett Design Limited permission to use this material freely in the pursuit of the design.

Should Nick Moffett Design Limited, or the Client 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 Nick Moffett Design Limited to remove and/or replace the file. The customer agrees to fully indemnify and hold Nick Moffett 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.

## **6. Alterations**

The Client agrees that changes required over and above the requested work required to be carried out after acceptance of the draft design will be liable to a separate charge.

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

## **7. Liability**

The Client must contact Nick Moffett Design Limited, concerning the details of any complaint, within 7 days. Letters of complaint should be on the client's headed notepaper and signed on behalf of the client by a Director of the firm, charity or organisation. Where it is mutually agreed that sub-standard work should be reprinted in whole or part, the Client should arrange for all items to be returned, completely in unopened boxes. The use by the client of any items which he/she regards as sub-standard will be deemed by Nick Moffett Design Limited as acceptance by the client that the item is fit for use and full repayment will be expected.

Nick Moffett Design Limited accepts no liability to the Client or any other party for the loss including theft, destruction or damage to any materials provided by the Client which are deposited with Nick Moffett Design Limited for whatever reason. It is the client's responsibility to insure against such loss and damage.

Nick Moffett design Limited will not be liable for failing to complete any contract with the client due to circumstances beyond the control of Nick Moffett Design Limited including loss of power supply, machine breakdown, loss of materials, fire, storm, flood, act of god, war, civil disturbance or terrorism.

## **8. Content**

Any content included in but not limited to website copy, text, programmes, product information, contact details, video, photography, images must be provided before a project begins. Nick Moffett Design Limited are not responsible for composing / creating content unless agreed as part of a Client project. At the discretion of Nick Moffett Design Limited, this service may be offered and will be charged accordingly at the Clients agreed hourly rate.

All content provided including but not limited to pictures, photos, graphics, should be in the appropriate format and sizes.

## **9. Print**

All print must be paid for on delivery by the Client.

The client shall provide the designer with samples of print design that result from the project deliverables. Such samples shall be representative of the highest quality of work produced. The designer may use such copies and samples for publication, exhibition, or other promotional purposes.

## **10. Tenders**

Tender applications submit by Nick Moffett Design Limited may contain commercially sensitive information. Nick Moffett Design Limited request that the details of these submissions are not disclosed to any other persons other than those directly concerned with the tender application process.