

# Terms and Conditions:

## 1. Introduction

- 1.1 These terms and conditions ("the terms") govern every contract made between **Lunatrix Design** for the supply of goods and services to any person, firm or company ("the client").
- 1.2 The terms prevail over any written terms and conditions of the client.
- 1.3 Any variation to the terms must be agreed in writing by a manager of **Lunatrix Design**.
- 1.4 All contracts between **Lunatrix Design** and the client will be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

## 2. Price and payment

- 2.1 The client will pay **Lunatrix Design** the fixed fee or current price list charge – whichever is agreed at the time of instruction.
- 2.2 **Lunatrix Design** will invoice the client at 28 days if feedback is not received to progress the clients project.
- 2.3 Invoices from **Lunatrix Design** to the client for supply of goods or services should be paid in full on receipt of invoice, by cheque no later than 28 days from the issue date on the invoice.
- 2.4 **Lunatrix Design** reserves the right (without disclosing a reason) to demand either full or partial payment for work in advance or on collection at any time.
- 2.5 The client will pay **Lunatrix Design** any expenses incurred by in connection with the recovery of monies outstanding (including legal costs on an indemnity basis).
- 2.6 Should a client at any stage of any ongoing design work wish to terminate any further work **Lunatrix Design** reserve the right to charge for the work in progress up to that point.

## 3. Ordering

- 3.1 Orders for work must be given in writing to **Lunatrix Design** by the client.
- 3.2 Notwithstanding clause 3.1, if **Lunatrix Design** accepts a verbal order from the client **Lunatrix Design** will not be held responsible for any mistakes (made by either party) arising from that verbal order.
- 3.3 **Lunatrix Design** reserves the right to refuse to accept any order.

## 4. Quotations

- 4.1 All quotations given by **Lunatrix Design** will be valid for 28 days from the date of quotation.
- 4.2 If the clients final order changes from the original specification made for the quotation, **Lunatrix Design** reserves the right to vary the quotation.
- 4.3 Once a design has been submitted to the client for approval, one round of revisions and or corrections will be undertaken at no charge to the client. Any changes suggested by the client thereafter will be charged at the hourly design rate of £40
- 4.4 The client will be responsible for supplying any necessary copy, images, logos and disclaimers for any design work. If **Lunatrix Design** need to source original artwork or amend files in any way not outlined in an original quote, this will be charged at an hourly rate as an additional extra.

## 5. Turnaround times

- 5.1 Turnaround times which are quoted are normal target times only and **Lunatrix Design** accepts no liability for failure to meet these times, but will use its best endeavours to do so.

## 6. Image sizes

- 6.1 Any images to be used on printed material should be supplied on disc or by e-mail at minimum resolution 300dpi and saved in CMYK format. Images taken directly from a website will not be useable in most printed material. Colour correcting images incorrectly supplied will be charged at an hourly rate of £40
- 6.2 **Lunatrix Design** will not be held responsible for the loss or damage of any original artwork supplied by a client. Wherever possible we will return any supplied material.

## 7. Uncollected work

- 7.1 If any items of work including prints and original files belonging to a client are not collected after 12 months of the requested work being done, **Lunatrix Design** reserve the right to dispose of such material.

## 8. Copyright and moral rights

- 8.1 **Lunatrix Design** claims no copyright in material submitted to us for the purposes of fulfilling the clients instruction.
- 8.2 The client warrants that the client owns or controls all rights, has obtained all copyright, or has permissions, consents and waivers that as are now and hereafter required for all copying, processing, scanning, printing and manipulation to be undertaken by **Lunatrix Design**.
- 8.3 The client also warrants that no copyright or moral rights will be infringed by **Lunatrix Design** carrying out the requested work.
- 8.4 The client agrees to indemnify **Lunatrix Design** against all losses, damages, claims or expenses which **Lunatrix Design** may incur by virtue of any breach of the above warranties.
- 8.5 All artwork files remain the property of **Lunatrix Design**. Artwork will be kept on file after completion of any work. Any amendments or modifications requested by the client at a later date will be charged at an hourly rate of £40
- 8.6 **Lunatrix Design** reserve the right to use any artwork for means of advertsing and self promotion in print and on the web.
- 8.7 Logo designs remain the property of **Lunatrix Design** until any payments have been received in full. Any trademarks and copyrights will then be transferred to complete ownership of the client

## 9. Liability

- 9.1 The client must contact **Lunatrix Design** concerning details of an invoice within 7 days of the date of the invoice.
- 9.2 **Lunatrix Design**'s liability to the client or any other party for the loss including theft, or destruction or damage to any materials provided by the client which are deposited with **Lunatrix Design** for whatever reason;-
  - 9.2.1 Will be limited to the replacement cost of the actual material and;
  - 9.2.2 **Lunatrix Design** will not be liable for the cost of reshooting or reprinting the material contained on the material and;
  - 9.2.3 **Lunatrix Design** will not be liable for any loss or damage to the client or any other party including loss of income and;
  - 9.2.4 It is the clients responsibility to insure against such loss and damage.
- 9.3 The client accepts that any printed material must be signed off and approved at artwork stage before being sent to print. It is the clients responsibility to check any document for accuracy and spelling and **Lunatrix Design** will not be held responsible for any typographical errors after any artwork has been approved by the client.
- 9.4 **Lunatrix Design** will not be liable for failing to complete any contract between **Lunatrix Design** and the client due to circumstances beyond **Lunatrix Design**'s control including loss of power supply, machine breakdown, loss of materials, fire, storm, flood, act of god, war, civil disturbance or terrorism.