



Terms and Conditions

The following terms and conditions (the "Terms and Conditions") apply to all products and services provided by Oak Design Studio Limited (hereinafter referred to as Oak Design Studio).

All work is carried out by Oak Design Studio on the understanding that the customer has agreed to these Terms and Conditions. Copyright is retained by Oak Design Studio on all design work including, but not limited to, words, photography, illustration, moving image, layouts, visuals, code and concepts/ideas unless specifically released in writing and after all costs have been settled.

Project Acceptance

Oak Design Studio will provide the customer with an estimate or quotation via email along with a copy of these Terms and Conditions (a "Proposal"). In order to accept a Proposal, the customer must send acknowledgment acceptance of Proposal by return email, which shall bind the customer to accept these Terms and Conditions. The terms of the Proposal shall be effective for 90 days after receipt by the customer. If the customer has not acknowledged acceptance of the Proposal within such timeframe the terms of the Proposal shall lapse.

Deposit

Upon receipt of the customer's acceptance of the Proposal, a non-refundable deposit of 25% (the "Deposit") shall become due. Oak Design Studio will not commence work on any Proposal until the Deposit is received.

Other Expenses

The customer shall be responsible for all expenses incurred by Oak Design Studio incurred in connection with carrying out the Proposal, which may include, but shall not be limited to (i) postage, shipping and courier charges, (ii) mileage reimbursement at £0.45 per mile, and (iii) travel expenses (including transportation and lodging subject to prior approval by the customer). The customer shall also be responsible for third party costs, which may include, but shall not be limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, unless otherwise provided for in the Proposal.

Payment

As and when appropriate, Oak Design Studio will invoice the customer for the work carried out to date. Upon receipt of an invoice, the amount due will become payable. Any sums due which remain outstanding for more than 30 days following receipt of the invoice will incur a charge of 2% per week of the outstanding amount. Payments may be made by online transfer, cash or by a previous agreed electronic funds transfer. Oak Design Studio shall be entitled to hold back any work or services prior to receipt of cleared funds.

Alterations and Additional Services

Alterations or additions to the Proposal shall be liable to a separate charge and may, at the discretion of Oak Design Studio, constitute a separate project and be treated as a separate Proposal. Oak Design Studio are entitled to extend or modify any deadline or delivery schedule as set out in the Proposal as may be necessary due to such alterations or additions. Charges for any additional services over and above the Proposal will become fully payable at the time of supply.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice. Oak Design Studio shall be entitled to remove Oak Design Studio 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 Oak Design Studio's reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Design Project Duration

Any indication given by Oak Design Studio of a design project's duration is to be considered by the customer as an estimation. Oak Design Studio shall not be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the latter of the date that the Deposit is received or a date confirmed in writing by Oak Design Studio.

Testing and Acceptance

Oak Design Studio will make commercially reasonable efforts to test products and/or services prior to providing any such products or services to the customer. The customer must notify Oak Design Studio of any failure of any product or service supplied by Oak Design Studio, or of any other objections, corrections or amendments, within 5 business days of receipt of such product or service. Any such notice must be sufficient to identify with clarity the objection, correction, amendment or failure and Oak Design Studio undertake to use commercially reasonable endeavours to correct the same. Any corrections, changes or amendments shall be subject to these Terms and Conditions.

Copyrights and Trademarks

In relation to any supplies by the customer to Oak Design Studio for inclusion in the customer's website or any 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 creative content supplied and/or designed by Oak Design Studio on behalf of the customer, will remain the property of Oak Design Studio and/or its suppliers. If a choice of design is presented to the customer, only one solution is deemed to be given by Oak Design Studio as fulfilling the contract.

All other designs remain the property of Oak Design Studio, unless agreed in writing that this arrangement has been changed. The customer may request from Oak Design Studio, the necessary permission to use materials (for which Oak Design Studio holds the copyright) in forms other than for which it was originally supplied, and Oak Design 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 Oak Design Studio, the customer grants Oak Design Studio permission to use this material freely in the pursuit of the design. Should Oak Design 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 Oak Design Studio to remove and/or replace the file on the site. The customer agrees to fully indemnify and hold Oak Design 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.

Source Files

Charges for design work do not cover the release of copyright design files including indd, psd, ai, html, css, is or any other source files. Such files are not supplied as standard and if required by the customer they must be requested and an administration charge may be incurred.

Rights of Access for Website Development

The customer agrees to allow Oak Design Studio all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow Oak Design 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 Oak Design Studio with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Website Design Only

Oak Design Studio require that a design/wireframe is approved by the customer before coding of a site commences. Once the relevant design/wireframe the web site is approved by the customer, coding will commence; any changes to navigation items, colours, structure or content that require changes to the design/wireframe will incur an additional charge.

Once website development is complete, Oak Design Studio will provide the customer with the opportunity to review the resulting work. Oak Design Studio will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features.

Any minor changes can be notified to Oak Design Studio by e-mail. Oak Design Studio will consider that the customer has accepted the original draft, if no notification of changes is received in writing from the customer within 14 days of the start of the review period.

Licensing

Any creative content created for the customer or supplied by Oak Design Studio, or any of its contractors, is licensed for use by the customer 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 Oak Design 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 customer with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Oak Design Studio will not be held responsible for any and all damages resulting from such claims. Oak Design 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 Oak Design Studio responsible for any such loss or damage.

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Data Formats

The customer agrees to Oak Design Studio's definition of acceptable means of supplying data to the company. Text is to be supplied to Oak Design Studio in digital format. Images must be of a quality suitable for use without any subsequent image processing and Oak Design Studio will not be held responsible for any image quality which the customer later deems to be unacceptable. Oak Design Studio cannot be held responsible for the quality of any images which the customer 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 colour correction and alteration of images.

Hosting websites

Oak Design Studio offers a limited in-house hosting services through an out-sourced virtual server. Oak Design Studio does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Oak Design Studio may request that customers change the type of hosting account used if that account is deemed by Oak Design Studio to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting on Oak Design Studio's virtual server are due at the commencement of any period, payable annually and non-refundable. Fees due to third party hosting organisations are the responsibility of Oak Design Studio whilst the customer shall be responsible for domain or webfront renewals.

Domain Registration

Oak Design Studio cannot guarantee the availability of any domain name. Where Oak Design Studio is to register a domain name on behalf of a customer it will endeavour to do so but the customer should not assume a successful registration.

Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, Oak Design Studio cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new site are added. Oak Design Studio recommend that customers use a professional SEO company and are happy to provide details of such companies but accept no responsibility for their services.

Design Credits

The customer agrees to allow Oak Design Studio to place a small credit on printed material and/or a link to Oak Design Studio's own website on all digital material. 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 Oak Design Studio to place websites and other designs, along with a link to the customer's site on Oak Design Studio's own website for demonstration purposes and to use any designs in its own publicity and portfolios.

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Oak Design Studio shall have the right to document, photograph or otherwise record all completed designs or installations of the Proposal, and to reproduce, publish and display such documentation, photographs or records for Oak Design Studio's promotional purposes or as detailed above. If requested, the customer shall provide Oak Design Studio with samples of each printed or published products for use in Oak Design Studio's portfolio and other self-promotional uses. Such samples shall be of the highest quality of the work produced.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Oak Design Studio reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Customer Responsibilities

The customer acknowledges that it shall be responsible for performing the following in a reasonable and timely manner: (i) coordination of any decision-making with parties other than Oak Design Studio; (ii) provision of content in a form suitable for reproduction or incorporation into the Proposal without further preparation, unless otherwise expressly provided in the Proposal; and (iii) final proofreading and in the event that customer has approved the Proposal but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, the customer shall incur the cost of correcting such errors.

Confidential Information

Each party acknowledge that in connection with these Terms and Conditions it may receive certain confidential or proprietary technical and business information and materials of the other party. Each party, its agents and employees shall hold and maintain in strict confidence all such information and shall not disclose such information to any third party, except as may be necessary to perform its obligations under the Proposal or as required by a court or governmental authority.

Rights of Refusal

Oak Design 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. Oak Design Studio also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that Oak Design Studio does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow Oak Design Studio to remove the contravention without hindrance, or penalty. Oak Design Studio is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made within 48 hours by telephone contact, or email. The customer 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 Oak Design Studio within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Relationship of the Parties

These Terms and Conditions do not create an exclusive relationship between Oak Design Studio and the customer. The customer is free to engage other to perform services of the same or similar nature to those provided by Oak Design Studio and Oak Design Studio shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise services offered by Oak Design Studio. Oak Design Studio shall be permitted to engage and/or use third party designers or other service providers as independent contracts in connection with the Proposal. Oak Design Studio shall provide its services under the general direction of the customer but Oak Design Studio shall determine, in its absolute discretion, the manner and means by which the Proposal is accomplished.

Disclaimer

Oak Design Studio makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Oak Design Studio will not be held responsible for any and all damages resulting from products and/or services it supplies. Oak Design 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 Oak Design Studio responsible for any such loss or damage. Oak Design 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. Oak Design Studio will not knowingly perform any actions to contravene these and the customer also agrees to be so bound. Oak Design Studio and its customers 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. Oak Design Studio recommend 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.

Force Majeure

Oak Design Studio shall not be deemed responsible for any incomplete proposal by reason of fire, earthquake, labor dispute, act of God, terrorism, death, illness or incapacity of Oak Design Studio, governmental order or regulation or any other event beyond Oak Design Studio's control. Upon any such event, Oak Design Studio shall give notice to the customer of its inability to perform or of delay in completing the Proposal and shall propose revision to the schedule for completing the Proposal.

Severability

Whenever possible, each provision of these Terms and Conditions shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Terms and Conditions is held invalid or unenforceable, the remainder of these Terms and Conditions shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.