

Terms and Conditions

For purposes of this agreement, DSD shall be referred to as Digital Sky Design. The Client is named in this invoice.

1. The Fee Summary is based on work performed on a fixed cost basis. Should the scope of the Project change after acceptance of terms and pricing, Digital Sky Design will provide a detailed scope change to define additional work and associated costs.
2. The Client will nominate a named individual to whom all requests for approval should be sent. The Client's written approval of design, web development, copy, layouts or artwork will be Digital Sky Design authority to do whatever is reasonable to complete the scope of work. The Client can issue written approval by post or by email. Once the Client has issued approval further changes to the approved item may incur an extra fee, which is at Digital Sky Design discretion. Any further fees will be agreed with The Client. Extra design or development work will be charged out at our standard rate of £50.00 per hour.
3. The giving of instructions by whatever means, or the payment of the deposit by The Client, concerning any scope of work related to the project will be considered as approval to proceed with a project and The Client agrees to remunerate Digital Sky Design for any Services rendered or Disbursements made in accordance within the scope of the Project, Brief or Instruction given.
4. All production costs and research or creative work, if any, not covered by the fee summary, as set out in the Proposal shall be estimated in advance and payable if rendered within the scope of the Project.
5. Content development or copywriting is not included in the scope of this project unless expressly stated. A quote for professional content development services can be provided upon request.
6. Original photography or illustration is not included in the scope of this project. A quote for professional photography or illustration services can be provided upon request.
7. Digital Sky Design reserves the right to include the completed product of this project in a professional portfolio whether electronic or physical.
8. Digital Sky Design reserves the right to retain all copyrights to draft designs, technical developments and concepts and the Intellectual Property therein. The Client will purchase the campaign, final artwork or system for their own use, but Digital Sky Design retains the right to use the technical and creative IP.
9. The Client shall provide Digital Sky Design with copies of all trademarks, artwork, images and branding elements which are to be included in the Project and the Client hereby grants Digital Sky Design a royalty free license to use, copy and reproduce such trademarks and branding for the purpose of developing the campaign.
10. Ownership of the final design copyright does not transfer to the client named in this document until payment is made in full for all work. Royalties may be applicable for ongoing use of work produced.
11. Third Parties may not modify and claim originators credit for work completed by Digital Sky Design without the express written approval of Digital Sky Design and payment of a final release fee.
12. Any payment made by the client to Digital Sky Design via paypal will incur a 3.5% charge.
13. The Client may terminate this agreement with a ten-day notice, delivered in writing. Termination of the contract will not result in any payments being refunded. Project cancellation fees will be based on the amount of work completed at the time of cancellation notification. In the event of project cancellation, all rights to project designs and original art will revert to Digital Sky Design.
14. Final payment must be paid to Digital Sky Design before completion of any project, works or services provided. An invoice will be sent out prior to any project, works or services before the final handover.
15. The client named herein agrees to indemnify and hold Digital Sky Design harmless against any and all claims, costs, and expenses associated with the usage of materials provided by themselves or its associates that may violate privacy or copyright claims.
16. This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Only signed agreement by both parties can modify its terms. A response by electronic means or instructions given that form a brief of any kind shall be interpreted as

acceptance of these Terms and Conditions.

17. Digital Sky Design acts as a principal at law and not as the agent of the Client in all its dealings with third party suppliers and shall be directly responsible to such parties for payment of their fees/invoices if applicable.
18. This Agreement shall be governed by the laws of England and Wales.

By paying the deposit invoice, or by agreeing to it electronically, The Client named on this invoice and its agents or heirs acknowledge that all terms of this agreement have been read, understood and accepted.

Digital Sky Design Ltd

