

Terms & Conditions

IN THESE CONDITIONS, "Mush Digital" MEANS the company **Mush Digital** Ltd, and any full time employees thereof.

"THE CLIENT" MEANS ANY PERSON, FIRM, COMPANY OR BODY that engages in the business of receiving the professional products and/or services that **Mush Digital** provides, and where there is a financial transaction between these parties in lieu of said products and services.

The term "project" refers to any of the aforementioned products and services that **Mush Digital** provides. It is **Mush Digital** company policy that **Mush Digital** may not proceed with a project until at least the deposit on the total amount due to that project has been paid by the client, and received by **Mush Digital**. Furthermore, the final payment on the principle amount of any payment due to any project is due within 21 days of that project's completion.

Initiation of a project

Prior to any job starting, **Mush Digital** will provide you with a quotation outlining as far as possible:

- Cost
- Timelines, delivery dates and deliverables per stage
- Amount of stages, (design, design development, amendments, etc.)
- Amount of meetings
- Timelines
- Third party costs if applicable.
- Any other additional information relevant to the project.

Once this has been agreed in writing, **Mush Digital** will start on the project. If, at any time, there are any changes to this schedule, these will be communicated to the client prior to any work being done.

Rushed work

Any work required in advance of the agreed timetable or any agreed contraction of the timetable shall be charged and paid for at an additional rate agreed in advance, or, failing agreement, determined by **Mush Digital**.

Exclusive services

Mush Digital does not work on an exclusive basis unless previously agreed with the client.

Sizes of artwork and other information

Where sizes of artwork or information to be included are specified or supplied by the Client, such information must be supplied to **Mush Digital** in writing.

Proofing & copy/print approval

The Client will take full responsibility for all proofreading and copy checking before artwork goes to print, and no liability remains with **Mush Digital** in respect of design, wording or pictorial content of any work that has been approved for print. **Mush Digital** will never proceed to print without client approval.

Responsibility also remains with the Client for the copyright of any material, symbols or names used on their behalf by **Mush Digital**.

Third party services

Unless clearly stated, our quotation does not include the costs of commissioning independent third parties. Should third party services be required, we will agree this together with a fee at the appropriate time with the Client. Unless specifically commissioned by the client to supervise the work, **Mush Digital** will not accept any responsibility for quality of printing or other suppliers. Miscellaneous items e.g. couriers, postage, CD ROMs, etc. will be charged at cost as incurred plus 20%.

Delivery

Mush Digital cannot accept responsibility for the late delivery of printed goods or artwork where unforeseen circumstances, late copy or changes to the brief interrupt the progress of design work.

Pricing

All prices quoted are net of VAT at the current rate. A quotation will state the number of "preliminary design concepts", "rounds of edits" or "options" which will be presented to the Client at each stage of the design process. **Mush Digital** reserves the right to make additional charges for extra work involved in preparing and submitting additional design concepts, alterations over and above the agreed rounds of edits, additional options in layouts or styles, or to the approved design, arising from changes in the Client's instructions, or any other cause beyond our control.

Stages

Mush Digital will provide regular feedback to the client concerning the progress of the project and/or any unforeseen issues encountered prior to delivery date that may result in the amendment of the terms outlined in this document. Invoices are raised as follows:

Preliminary design

An invoice covering the agreed fee to this stage will be raised on approval of the preliminary designs.

Development work

Development work carried out in any particular month will be invoiced in that month. The value of the invoice will be based on hours allocated to the job and actual hours of work carried out in any given month.

Finished artwork, printing, print & production management

Once approval of the job is signed by the Client and all artwork is carried out, an invoice will be issued for this part of the job.

Payment

All monies are to be paid within 21 days from the date of invoice. Late fees will be charged on overdue invoices, unless other arrangements have been made with **Mush Digital**. Late fees are charged at 10% of invoice total (ex VAT), compounded every 22 days after

the date that the invoice is issued. **Mush Digital** shall hold all rights of ownership (intellectual property rights, copywriting and moral rights) and title of all design until such time as this work is paid for in full.

Cancellation

If, for any reason, the Client decides to cancel the project at any stage, fees and expenses for all work up to and including the stage at which it was cancelled, will become payable.

Complaints & invoice queries

Mush Digital must be notified of all complaints in writing within three days of delivery of goods. Invoice-related queries must be notified in writing within 14 days from invoice date.

Liability

In a case of dispute, **Mush Digital's** liability is limited to the value of the job, as quoted and approved.

Design credits & copyright

Mush Digital shall be entitled to claim authorship for a design for which they have been responsible and may, if appropriate, place a credit for **Mush Digital** provided that it is accomplished in a manner approved by **Mush Digital**. In addition, **Mush Digital** shall be entitled to a minimum of three copies of all printed work designed by **Mush Digital**. Copyright in all design, drawings, photographs, artwork or sketches is the property of **Mush Digital** unless otherwise assigned in writing. Any fees payable to **Mush Digital** shall not be deemed to include the assignment of any such rights.

Use of work

Design or other work carried out during the course of the commission shall not be used for any purpose other than that for which it is commissioned without the prior written approval of **Mush Digital**. Where the Client wishes to use design work by **Mush Digital** for additional uses, a further fee is to be agreed upon between the Client and **Mush Digital** before this further use is agreed upon in writing.

Storage & insurance of artwork

Mush Digital will make every effort to store mechanicals, product samples, artworks, etc either digitally or otherwise, however we cannot in any way be held responsible for loss, partial loss or damage of stored artwork. The Client is responsible for insuring all artwork, photographs, illustrations etc in storage, transit or at the printers for the full cost of replacement.

Confidentiality

Mush Digital shall treat all knowledge of the Client's intentions, production methods and business organisation as confidential and shall not, at any time, divulge such information without the written consent of the client.

Mush Digital, including all members of staff, will not divulge any information relating to or arising from the design commission and the work carried out in relation to it unless or until such information lawfully comes into a public domain.