

terms & conditions

also known as the small print...

Please take a moment to read through my terms and conditions thoroughly, they can always be found on my website at www.thehumbleline.com

When asked to submit a proposal for your design project The Humble Line will provide the Client with a written quotation.

The Client may send an official order in reply to the quotation, or an email acknowledging acceptance of the quotation, which binds the Client to accept The Humble Line's terms and conditions.

No work on a project will commence until acceptance of the quotation has been received by The Humble Line in writing.

All work is carried out by The Humble Line on the understanding that the Client has agreed to The Humble Line's terms and conditions.

Please note that The Humble Line is the trade name of Anne Wright Design.

1. THE CLIENT

- 1.1 The Client is any person, acting for themselves or for a company or organisation or body who purchases services from The Humble Line, and who has been nominated for the purposes of the contract to act on behalf of themselves, a company, organisation or body.
- 1.2 The Humble Line reserves the right to cancel and make void the contract, if there is a change to the nominated Client throughout the project. As a result, any outstanding charges will become immediately due.

2. COPYRIGHT

- 2.1 Copyright of all graphic design work is retained by The Humble Line including copy, concepts, ideas, proofs, photographs, fonts and illustrations (unless specifically released in writing.)
- 2.2 By supplying text, images, fonts and other data to The Humble Line for inclusion in the Client's website or other medium, the Client 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.
- 2.3 By supplying images, text, fonts or any other data to The Humble Line, the Client grants The Humble Line permission to use this material freely in the pursuit of the design.
- 2.4 Should The Humble Line 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 Client will agree to allow The Humble Line to remove and/or replace the file.
- 2.5 The Client agrees to fully indemnify and hold The Humble Line free from harm in any and all claims resulting from the Client in not having obtained all the required copyright, and/or any other necessary permissions.

3 PAYMENT

- 3.1 The Client will normally be invoiced for a 50% deposit to confirm acceptance of the quotation prior to The Humble Line commencing work. And 50% balance upon completion of work on my standard 14 days terms. For larger projects, such as website development, I may require staged payment. This would normally be three equal payments at stages to be agreed with the Client.
- 3.2 The preferred method of payment is by online transfer. Publication, printing and/or release of work undertaken by The Humble Line on behalf of the Client may not take place before cleared funds have been received.
- 3.3 Once a deposit is paid, the client has 30 days from the date payment is received to request the agreed design work or issue a cancellation. After 30 days if no instruction is received or no decision is made on a design to approve it is it down to the discretion of The Humble Line to decide if a deposit can be refunded, unfortunately if more than 6 months has passed since a deposit was received then deposits cannot be refunded. See section 7 on Cancellations.
- 3.4 The Humble Line reserves the right to consider an account to be in default in the event of a returned cheque. Returned cheques will also incur an administrative fee of £50.
- 3.5 Payment shall be made in UK Pounds Sterling to 'Anne Wright' if paying by cheque or to the specified account details on the invoice. If due to bank charges, transfer fees, or the like, The Humble Line should receive less than its invoice amount, The Humble Line will re-invoice the Client for the shortfall plus an admin fee of £25, this shortfall must be paid within 7 days of the re-issued invoice.
- 3.6 The Humble Line is not registered for VAT and therefore does not charge VAT.
- 3.7 The Humble Line reserves the right to increase prices year on year, which may result in returning clients paying more for a future project if some time has passed since the initial project.

4 DEFAULT

- 4.1 If an invoice has not been paid, after 14 days, a reminder and duplicate invoice will be issued. If the invoice has not been paid 7 days after the reminder, or of a re-issued invoice to make up a shortfall, or if a cheque has not been cleared, then the account shall be considered 'default'.
- 4.2 The Humble Line shall be entitled to remove design material from any and all computer systems, and delay or retain any printing until the amount due has been fully paid.
- 4.3 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 and printers.
- 4.4 Removal of such materials does not relieve the Client of its obligation to pay the due amount. Clients whose accounts become default agree to pay The Humble Line reasonable legal expenses and third party collection agency fees in the enforcement of these terms and conditions.

5 ALTERATIONS

- 5.1 We want you to be delighted with your design, therefore a reasonable number of amendments will be included in the quotation up until acceptance of a draft design. However, the Client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The Client also agrees that The Humble Line holds no responsibility for any amendments made by any third party before or after a design is published.

6 RIGHTS OF REFUSAL

- 6.1 The Humble Line will not include in its designs, any text, images or other data that 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.
- 6.2 The Humble Line also reserves the right to refuse to include submitted material without giving reason.
- 6.3 In the situation where any images and/or data that The Humble Line does include in all good faith, and subsequently discovers is in contravention to such terms and conditions, the Client is obliged to allow The Humble Line to remove the contravention without hindrance, or penalty. The Humble Line is to be held in no way responsible for any such data being included.

7 CANCELLATION

- 7.1 Cancellation of orders may be made initially by telephone, face to face, or e-mail, however, following this, The Humble Line will need formal notification in writing either by email or post.
- 7.2 If a cancellation is received in writing within 30 days of the deposit being paid, then The Humble Line will add up any time spent on the project up until the cancellation is received and will refund any unused portion of the deposit. Equally if more time has been spent than has been covered by the deposit this will be invoiced. 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 The Humble Line within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Between 30 days and 6 months it is up to the discretion of The Humble Line whether a portion of a deposit is refundable. After 6 months unfortunately deposits cannot be refunded.

- 7.3 If The Humble Line has fulfilled a brief but then the client changes the scope of the brief, whilst reasonable efforts will be made to amend the design to fit the new requirements, The Humble Line reserves the right to cancel the project without returning the deposit.

8 PROJECT DURATION

- 8.1 Any indication given by The Humble Line of a project's duration is to be considered by the Client to be an estimate. Although every effort will be made to meet any given deadlines or estimates, The Humble Line cannot be held responsible for any project over-runs, whatever the cause.

8.2 Estimated project duration should be deemed to be from the date that cleared funds are received by The Humble Line for the initial payment or by date confirmed in writing by The Humble Line.

9 FORCE MAJEURE

9.1 The Humble Line shall not be liable for any delay or failure to perform any of its contractual obligations as a result of war, flood, storm, riot, fire, accident, pandemic, civil commotion, acts of god, government action, failure of power supply, equipment failure, lock out, strike, default or failure of subcontractor or suppliers or any other cause beyond its reasonable control and The Humble Line shall not be liable for any loss, damage or expense suffered by The Client or any third party arising directly or indirectly from any such matters.

10 PROOFREADING

10.1 All design work will be proofed by the Client and written approval given via email before The Humble Line will release it for publication or print. Whilst all efforts will be made by The Humble Line to ensure the accuracy of work, no liability can be accepted by The Humble Line for errors not highlighted by the Client prior to written approval for publication or print.

11 PRINTING

11.1 Please note that with all printing there may be some colour variations from electronic visual representations of artwork and previous orders to the final printed artworks.

This is due to the nature of CMYK printing and bulk-run printing system and variation in paper stocks.

11.2 The Humble Line does not take responsibility for printer turn around times or delivery after final artwork has been passed onto the agreed printing company or any errors or inconsistencies made by the printing company, or stock paper choices made by the Client.

12 DATA FORMATS

12.1 The Client agrees to The Humble Line's definition of acceptable means of supplying data to the company as follows:

Text is to be supplied to The Humble Line in electronic format as standard text (.txt), MS Word (.doc) via e-mail, memory stick, hard drive or online via cloud based services.

Images which are supplied in an electronic format are to be provided in a format as prescribed by The Humble Line, via e-mail, memory stick, hard drive or online via cloud based services.

12.2 Images provided by the Client must be of a quality suitable for use without any subsequent image processing, and The Humble Line will not be held responsible for any image quality which the Client later deems to be unacceptable.

12.3 The Humble Line cannot be held responsible for the quality of any images which the Client 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.

12.4 The Humble Line must receive all materials required to complete the work such as corporate fonts, images, text, media files, logos and brand guidelines at the start of a project.

- 12.5 The Humble Line will only use these materials and guidelines for work pertaining to the Client.
- 12.6 The Humble Line will not be held responsible for any delays to the timeline of a project due to failure from the Client to supply materials at an agreed time.
- 12.7 If the Client requires special photography or fonts which The Humble Line will need to purchase, The Humble Line will pass these charges onto the Client. These charges will be shown separately on the quote/invoice.
- 12.8 The Humble Line reserve the right to use any images, text, fonts, audio or video clips or any other file type provided by the Client freely in relation to delivering the design brief, and to be able to use these files within her own portfolio of work, on or off line.
- 12.9 It is advised that the Client backs up all copies of final artwork and logo design files as provided.

13 WEBSITE DESIGN AND DEVELOPMENT

- 13.1 The Humble Line require that wireframes or a flat design concept and design guidelines or a template design is approved by the Client before building of a site commences. Once these are approved by the Client, building will commence; any subsequent changes to navigation items, colours, structure or content which require changes to the template may incur an additional charge.
- 13.2 Once web design is complete, The Humble Line will provide the Client with the opportunity to review the resulting work. The Humble Line will make 3 sets of minor changes at no extra cost within 14 days of the start of the review period.
- 13.3 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 The Humble Line by e-mail.
- 13.4 The Humble Line will consider that the Client has accepted the original draft, if no notification of changes is received in writing from the Client, within 14 days of the start of the review period.
- 13.5 The Client agrees to supply The Humble Line with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.
- 13.6 If a website design is approved, built and only awaits content from the Client for completion, The Humble Line reserves the right to issue the final invoice and the full cost of the website project will be due within 30 days as per standard payment conditions.

15 DOMAIN REGISTRATION

- 15.1 The Humble Line can register domain names in the Client's name. In doing this The Humble Line is acting as the Client's agent with the appropriate Naming Authority. The contract of registration is between the Client and the Naming Authority and the Client is bound by their terms and conditions.
- 15.2 The Humble Line cannot guarantee the availability of any domain name. Where The Humble Line is to register a domain name on behalf of a Client it will endeavour to do so but the Client should not assume a successful registration until they have received confirmation from the Naming Authority.
- 15.3 Registration is usually for one or two years. It is the Client's responsibility to renew domain names, so please keep a note of the date, you should receive an email reminder from the Naming Authority to the email address supplied to The Humble Line at the time of registration.

16 HOSTING

- 16.1 If required, The Humble Line can advise the Client to the best of their knowledge appropriate and cost-effective web site hosting packages supplied by third parties, with no liability should the Client find subsequent cheaper or suitable options. The website hosting contract is between the Client and the hosting company and the Client is bound by their terms and conditions.
- 16.2 The Client takes all risks in connection with the solvency and performance of such third parties and the Client accepts that the third party has sole liability to provide such services.

17 SEARCH ENGINE SUBMISSION AND OPTIMISATION (SEO)

- 17.1 Due to the infinite number of considerations that search engines use when determining a site's ranking, The Humble Line 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 sites are added.
- 17.2 The Humble Line will build your website according to the trends of SEO and mobile responsive design at the time of building to the best of their knowledge, unless requested in writing otherwise, and will help you to explore your key words/phrases; however final key phrase choice is the responsibility of the Client.

18 SECURITY AND COMPATIBILITY

- 18.1 The Humble Line cannot take responsibility if the Client's site is "hacked".
- 18.2 The Humble Line does not provide software updates or take responsibility if the software used becomes out of date and obsolete.
- 18.3 Although The Humble Line will do everything possible to ensure your website is future proofed and compliant with the latest technologies, The Humble Line does not take responsibility for any unforeseen advancements in technology that may have negative effects on any aspects of the Client's site or system.
- 18.4 The Humble Line does not back up web site content and cannot be held liable for partial or complete loss of data. It is the Client's responsibility to back up their web site.

19 DESIGN CREDITS

- 19.1 The Client agrees to allow The Humble Line to place a small credit in the form of a link to The Humble Line's own website on the Client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.
- 19.2 The Client also agrees to allow The Humble Line to place websites and other designs, along with a link to the Client's site on The Humble Line's own website and social media channels for demonstration purposes and to use any designs in its own publicity and portfolios.