

ideo-sync Terms and Conditions

Ideo-sync retains the right to display any client projects in their portfolios, on their website, or on promotional materials, for the purpose of advertising and marketing our products and services both online and offline. All work carried out by ideo-sync remains the property of ideo-sync until full payment has been made. Upon payment the copyright is passed to the client. In the case where projects contain any sensitive or confidential information, ideo-sync will ask the permission of the client to display the content of a finished project. No content containing such information will be used for any promotional activity by ideo-sync, unless such permission is obtained.

Intellectual Property

Any proof(s) sent to the client, remain the sole property of ideo-sync, and cannot be used in any other way than to review the content. Proofs are strictly the copyright of ideo-sync. Any attempts to reproduce the content of these by the client, or a third party is in breach of the copyright, and will result in action being taken against them. Upon payment, the final design/artwork becomes the property of the client. However, any previous concept work will remain the sole property of ideo-sync. You are paying for a final design or product, so unused ideas will be the property of ideo-sync.

Any photographic and/or digital illustrations/images supplied to ideo-sync by a client must have the authorisation of the photographer. For royalty free, rights managed or other digital rights for images that require purchase by ideo-sync, on the clients behalf for a project, payment for these will be additional to the agreed cost of a project, and will be required in full prior to purchase.

Where models, children or any person are shown in photographic images to be used for business purposes - the client must obtain a model release form, written confirmation, or email confirmation from each person shown. The laws on intellectual property are strict and breach of these can lead to prosecution. It is a clients responsibility to obtain the correct authorisation and no images will be used by ideo-sync without evidence of this authorisation.

Where images are to be used for saleable goods, to be sold on by a client (including web image downloads), extended image licenses must be purchased prior to production or sale of these goods. For printed materials such as flyers/brochures there is a maximum of 500,000 copies that can be distributed. If a larger amount is required, the extended image license must be paid for.

Payment

Artwork & Design

All artwork & creative projects undertaken by ideo-sync require a 50% deposit, to be paid to us prior to any work commencing. Once a final proof has been agreed, the remaining balance must be paid in full, before final artwork is passed to the client, unless other terms have been agreed by prior arrangement. Payment for other terms agreed are due in full, strictly from invoice date (Monday-Sunday being 7 days) i.e. invoice date 1st of the Month, payment terms 2 weeks, payment due 14th of the Month. You are required to pay for our time, and any prices quoted and agreed need to be paid for, regardless whether they are used by the client or not. ideo-sync operates a minimum artwork fee of £30 for any project.

Photography & photo manipulation

The same deposit and final balance is required for any photographic projects undertaken by us, unless other terms have been agreed by prior arrangement. Payment for other terms agreed are due in full, strictly from invoice date (Monday-Sunday being 7 days) i.e. invoice date 1st of the Month, payment terms 2 weeks, payment due 14th of the Month. Image rights remain the property of ideo-sync until full payment has been made. Upon final payment, these rights are then passed to the client, and a CD/DVD will be provided with all final content. During a project, photographic images cannot be reproduced or displayed by the client, or passed onto a third party for display or reproduction, unless prior arrangement has been agreed by both parties. In the event that a project is stopped or ended before final payment is made, any photographic/digital images in the possession of the client must be deleted or destroyed immediately. Any attempts to reproduce these images will be in breach of the digital copyright laws and could lead to prosecution. However, any images produced up to the project suspension or cancellation may be purchased by the client. You will be billed for the percentage of the job completed, and should this be less than the 50% deposit taken, you will be refunded the difference.

Website design and production

For all web projects the same deposit and balance payment applies. Any domain names purchased on behalf of the client, where payment has been received by ideo-sync for these, will be owned by and registered to the client.

Printing and Signage

For any printing or signage production, the full amount must be paid for prior to production. No work will be carried out unless it has been paid for. This is separate to the design work for such projects, which requires the standard 50% deposit and final balance settlement.

Delivery

All delivery charges quoted for must be paid for in full, prior to any goods being sent to the clients address, or a nominated delivery address. This includes postage costs for final artwork and/or photographic images on CD/DVD.

Payment Methods

ideo-sync accepts payment by cash, cheque, and bank transfer. Please note that payments made via bank transfer need to have a clear and identifiable reference code included for payment tracking. This is usually your business name. Please instruct your bank to add this reference. You must also call or email ideo-sync to confirm that the transfer has been requested, provide us with the reference code, and also provide the date the funds will clear for our tracking purposes.

Cheques

All cheques must clear before any creative work is carried out, products are ordered, or final artwork and/or goods are passed to the client.

Bank Transfer (BACS)

NatWest Bank. Sort Code: 60-24-77. Account No: 86348043. Reference: (your business name). You must also call or email ideo-sync to confirm that the transfer has been requested, provide us with the reference code, and also provide the date the funds will clear for our tracking purposes.

Overdue Payments and Administration Charges

Overdue accounts will incur a £30 administration charge on production of overdue invoice and accompanying letter. This will be sent if you fail to contact ideo-sync about your account, the day after the account is due. Subsequent £20 charges will be added to any further correspondence relating to your overdue account. After the final demand requiring payment within 7 days recovery action will continue on your account and ultimately your account will be sent to an External Debt Collection Agent.

General Working Practice

Any work undertaken by ideo-sync will require confirmation from the client. This confirmation can be sent in writing or by email. Approval/authorisation sent by email is a legally binding contract. During any project there are stages in the process that will require confirmation, such as the signing off of a proof, instructions to process with any printing/production, the approval of a set of photographic images etc. Without such confirmation no further steps will be taken. For example if a final logo design is not signed off, the client will not receive any artwork. These steps are in place for the protection of both ideo-sync and the client.

Clients should appoint 1 person as a point of contact for authorisation during a project. This person shall be responsible for any decision making required. Errors made by this point of contact or any other employee are the responsibility of the client, and amends to these errors will incur additional charges. Once authorisation has been received at any stage in a project, any additional changes/amends requested will incur additional costs. These costs will be calculated and given to the client before additional work is carried out, these additional costs must be paid for in full, at the end of a project, except when in excess of £200, then a further 50% deposit for the additional work will be required. The balance is due prior to final artwork/goods being passed to the client.

Our Ethics

ideo-sync prides itself on its strong ethics, and as such all work undertaken is treated as confidential, and shall not be divulged to any third party during a project.

E&OE 01 2009

Name:

Position:

Company:

Authorised Signatory:

Date:

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