



## **The D-Sign Hub Ltd Terms and Conditions**

The following Terms and Conditions of Service apply to all products and services provided by The D-Sign Hub Ltd

All work is carried out by and on behalf of The D-Sign Hub Ltd for the clients is on the understanding that the client has agreed to The D-Sign Hub Ltd terms and conditions.

Copyright is retained by The D-Sign Hub Ltd on all design work including words, pictures, photos, ideas, visuals and illustrations unless specifically released in writing and only after all costs have been settled.

If a multiple choice of designs are presented, only one route given is deemed as fulfilling the contract. All other designs remain the property of The D-Sign Hub Ltd, unless agreed in writing that this arrangement has been changed.

### **Project Acceptance**

At the time of proposal, The D-Sign Hub Ltd will provide the customer with a written estimate or quotation. A copy of the written Project Acceptance Form is to be signed and dated by the client to indicate acceptance and should be returned to The D-Sign Hub Ltd. Alternatively, the client may send an official order in reply to the estimate or quotation, which binds the client to accept The D-Sign Hub Ltd's terms and conditions, or an email acknowledging acceptance of the quotation. No work on a project will commence

until acceptance of the quotation has been received by The D-Sign Hub Ltd.

### **Design Charges**

Charges for the design services to be provided by The D-Sign Hub Ltd will be set out in the written estimate or quotation that is provided to the client. As our projects often take a number of weeks to complete we adopt a phased approach providing updates throughout the project. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due on projects worth over £500.00. Work on any projects will not start until The D-Sign Hub Ltd has received this amount of deposit in full.

### **Additional Charges for Other Services**

Charges for any additional services over and above the estimated project, will be made known to the client. They will become fully payable at the time of project acceptance.

### **Payment**

The customer will be provided with an Approval Form or email and Invoice prior to final print/artwork/publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form to The D-Sign Hub Ltd. Payments may be made by online transfer, cash or cheque - in Pound Sterling, International Money Order or previously agreed electronic funds transfer. Returned cheques will incur an additional fee of £50 per returned cheque. Accounts which remain outstanding for 30 days after the date of invoice, may incur an extra charge of 8% plus the Bank of England base rate per month of the outstanding amount. The D-Sign Hub Ltd reserves the right to consider an account to be in default in the event of a returned cheque.

## **Default**

An account shall be considered default if it remains unpaid after 30 days from the date of invoice or after agreed account terms, or following a returned cheque. The D-Sign Hub Ltd shall be considered entitled to remove The D-Sign Hub Ltd's and/or the client's material from any and all computer systems, until the amount due has been paid in full. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, subcontractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Clients whose accounts become default agree to pay The D-Sign Hub Ltd's reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

## **Copyrights and Trademarks**

By supplying text, images and other data to The D-Sign Hub Ltd for inclusion in the client's designs 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.

Any artwork, images, or text supplied and/or designed by The D-Sign Hub Ltd on behalf of the client, will remain the property of The D-Sign Hub Ltd and/or its suppliers. The client may request in writing from The D-Sign Hub Ltd, the necessary permission to use materials (for which The D-Sign Hub Ltd hold the copyright)

By supplying images, text, or any other data to The D-Sign Hub Ltd, the client grants The D-Sign Hub Ltd permission to use this material freely in the pursuit of the design and to utilise the designs in The D-Sign Hub Ltd's portfolio unless agreed otherwise.

Should The D-Sign Hub Ltd, 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 D-Sign Hub Ltd to remove and/or replace the file.

The client agrees to fully indemnify and hold The D-Sign Hub Ltd 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.

## **Alterations**

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 being applied.

The client also agrees that The D-Sign Hub Ltd holds no responsibility for any amendments made by any third party, before or after a design is published.

## **Licensing**

Any design, copywriting, drawing, idea or code created for the client by The D-Sign Hub Ltd, or any of its contractors, is licensed for use by the client 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 The D-Sign Hub Ltd and any of its relevant subcontractors.

All design work - where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. The D-Sign Hub Ltd will not be held responsible for any and all damages resulting from such claims. The D-Sign Hub Ltd is not

responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold The D-Sign Hub Ltd responsible for any such loss or damage. Any claim against The D-Sign Hub Ltd shall be limited to the relevant fee(s) paid by the client.

### **Portfolio**

The D-Sign Hub Ltd retains the right to display any and all work created for the client in our online portfolio or in any other promotional media, including social media or 3rd party websites. This may include use of your company name and logo. Any preferred release date or other conditions set by the client will be respected if provided in writing. The client may request a draft for approval before the portfolio goes live.

### **Date Formats**

The client agrees to The D-Sign Hub Ltd's definition of acceptable means of supplying data to the company. Text is to be supplied to The D-Sign Hub Ltd in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail. Images which are supplied in an electronic format, are to be provided in a format as prescribed by The D-Sign Hub Ltd via CD-ROM, or electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and The D-Sign Hub Ltd will not be held responsible for any image quality which the client later deems to be unacceptable. The D-Sign Hub Ltd 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.

### **Design Project Duration**

Any indication given by The D-Sign Hub Ltd of a design project's duration is to be considered by the customer to be an estimation. The D-Sign Hub Ltd cannot be held responsible for any project

over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds of the deposit are received by The D-Sign Hub Ltd.

### **Design Project Completion**

The D-Sign Hub Ltd considers the design project complete upon receipt of the customer's sign off. Other services such as printing, display panel production, film work, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

### **Design Credits**

The client agrees to allow The D-Sign Hub Ltd to place a small credit on printed material exhibition displays, advertisements and/ or a link to The D-Sign Hub Ltd 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. The client also agrees to allow The D-Sign Hub Ltd to place websites and other designs, along with a link to the client's site on The D-Sign Hub Ltd own website for demonstration purposes and to use any designs in its own publicity and portfolios.

### **Rights of Refusal**

The D-Sign Hub Ltd will not include in its designs, any text, images or other data 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. The D-Sign Hub Ltd also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that The D-Sign Hub Ltd does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow The D-Sign Hub Ltd to remove the

contravention without hindrance, or penalty. The D-Sign Hub Ltd is to be held in no way responsible for any such data being included.

### **Cancellation**

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, The D-Sign Hub Ltd will need formal notification in writing to the company's postal address: Unit 1, The Old Ford, Rushey Ford Business Park, West End Road, Kempston, Bedford, MK43 8RU. UK. The client 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 The D-Sign Hub Ltd within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

**Disclaimer** The D-Sign Hub Ltd makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. The D-Sign Hub Ltd will not be held responsible for any and all damages resulting from products and/or services it supplies. The D-Sign Hub Ltd 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 client agrees not to hold The D-Sign Hub Ltd responsible for any such loss or damage. Any claim against The D-Sign Hub Ltd shall be limited to the relevant fee(s) paid by the client.

The D-Sign Hub Ltd reserves the right to use the services of subcontractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. The D-Sign

Hub Ltd will not knowingly perform any actions to contravene these and the client also agrees to be so bound. The D-Sign Hub Ltd and its clients agree to comply with Printer's Terms and Conditions which may include disclaimers for non-completion on time. A printer reserves the right to insist that pre-booked print schedules are met and to limit production flexibility should a job be delayed in pre-press.

Cancellation of installations will require a 48 hour cancellation window. Cancellation with less than 48 hours notice require 50% payment of the full amount paid to The D-Sign Hub Ltd

### **General**

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. The D-Sign Hub Ltd reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

### **Acceptance of Quotation and Terms and Conditions**

The placement of an order for design and/or any other services offered by The D-Sign Hub Ltd, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at [www.dsignhub.co.uk](http://www.dsignhub.co.uk)

An estimate validated by the client's signature on the estimate, quotation form or via email, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and The D-Sign Hub Ltd.

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