

TERMS & CONDITIONS

The following Terms and Conditions of Service apply to all products and services provided by Anon Design and in the event of any dispute are governed by the laws of England.

All work is carried out by Anon Design on the understanding that the client has agreed to our terms and conditions.

Copyright is retained by Anon Design on all design work including words, photographs, illustrations, ideas and visuals unless specifically released in writing and after all costs have been settled. If a choice of designs is presented and one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of Anon Design, unless specifically agreed in writing.

PROJECT ACCEPTANCE

At the time of proposal, Anon Design will provide the client with a written estimate or quotation by email. This estimate or quotation must be agreed by the client in writing before the commencement of any work.

CHARGES AND RATES

Charges for design services to be provided by Anon Design will be set out in the written estimate or quotation that is provided to the client. Work carried out in addition to that detailed in the estimate or quotation, or where specified to be, will be charged at the standard hourly rate of £40, with a minimum individual job charge of £10. Charges for any additional services or amendments requested during the project that are over and above the estimated time or out of scope, will become fully payable on invoice of the completed project.

AMENDMENTS AND ALTERATIONS

Unless otherwise stated in the estimate or quote, the client agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge at the standard hourly rate. The client also agrees that Anon Design holds no responsibility for any amendments made by any third party, before or after a design is published.

ARTWORK SOURCE FILES

We will supply print ready PDF files as appropriate for printing, or other graphic files as detailed in the job scope or request.

Charges for design work do not cover the release of our copyright design source files, including but not restricted to indd, psd, Ai, png, fla or other source files or raw code; if the client requires these files for transfer to an in-house or other designer, they will be subject to a separate quotation or 'buy-out' charge.

LICENSING

Any design, copywriting, drawing, idea or code created for the customer by Anon Design, 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 Anon Design and any of its relevant sub-contractors.

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. Anon Design will not be held responsible for any and all damages resulting from such claims.

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

COPYRIGHTS AND TRADEMARKS

By supplying text, images and other data to Anon Design for inclusion in the client's website, printed materials 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 Anon Design on behalf of the customer, will remain the property of Glazier Design and/or its suppliers unless otherwise agreed in writing. A licence for use of the copyright material is granted to the customer solely for the project defined in the scope or request and not for any other purpose.

The client may request in writing from Anon Design, the necessary permission to use materials (for which Anon Design holds the copyright) in forms other than for which it was originally supplied, which may incur a small fee. Such permission must be obtained in writing before any of the aforesaid artwork, images, text, or other data is used.

Any software, code, plugin or other third party material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the client, not Anon Design.

By supplying images, text, or any other data to Anon Design, the customer grants Anon Design permission to use this material freely in the pursuit of the design.

Should Anon Design, or the customer 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 customer will agree to allow Anon Design to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Anon Design free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

DESIGN PROJECT COMPLETION

Anon Design considers the design project complete upon receipt of the approval from the client via email. Other services such as printing, display panel production, publishing etc contracted on the client's behalf constitute a separate project and are be treated as a separate charge unless otherwise agreed or stated within the quotation or estimate.

DESIGN CREDITS

The customer also agrees to allow Anon Design to place websites and other designs, along with a link to the client's site on Anon Design's own website for demonstration purposes and to use any designs in its own publicity and portfolios.

RIGHTS OF REFUSAL

Anon Design will not include in its designs, any text, images or other data which 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. In the situation where any images and/or data that Anon Design does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow Anon Design to remove the contravention without hindrance, or penalty. Anon Design 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, Anon Design will need formal notification in writing to the company's postal address (supplied on request). The client will then be invoiced for all work completed to date. 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 Anon Design within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

PAYMENT

The client will be provided with an Invoice on completion of the project. The full balance of monies due as stated on this invoice must be paid within 30 days. Any invoice queries must be submitted by email within 14 days of the invoice date. Payments may be made by online bank transfer.

Accounts which remain outstanding for 30 days after the date of invoice, will incur late payment interest charge at the Bank of England Base Rate plus 8% on the outstanding amount from the date due until the date of payment.

DEFAULT

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Anon Design shall be entitled to remove Anon Design's and/or the client's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, design and maintenance, sub-contractors, printers, photographers and libraries.

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 all Anon Design's reasonable legal and accounting expenses and third party collection agency fees in the enforcement of the debt and these Terms and Conditions.

ACCEPTANCE OF TERMS AND CONDITIONS AND QUOTATION

The placement of an order for design and/or any other services offered by Anon Design, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions.

An estimate validated by the client 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 Anon Design.