

TUCKER CREATIVE STUDIOS

TERMS AND CONDITIONS

This contract is between William Seán Tucker, Trading as "Tucker Creative Studios" ("the producer") and the purchaser ("the client").

1. The contract is for the provision of bespoke graphic design and/or electronic services ('the project') between the producer and the client.
2. The project will be clearly specified at the outset by the client ('the specification') and the producer will provide a quotation to complete the project ('the initial quotation') and an estimated timescale for the completion of the project ('the timeframe'). No contract arises until the initial quotation has been accepted by the client, such acceptance may be orally or in writing. Provided that the specification is unaltered during the currency of the project then the price payable by the client to the producer shall be that specified in the quotation ('the price').
3. The client shall provide to the producer such material as shall be needed in order to complete the project. Such material shall remain the property of the client throughout the project, and shall not be retained by the producer once the project has been completed and all sums due have been paid by the client to the producer. The client warrants absolutely that it has the right to use such material.
4. Prior to the producer undertaking any works pursuant to the project the client shall pay to the producer 50% of the price.
5. Should the specification for the project alter after the initial quotation, then the producer shall provide a further quotation ('the further quotation') and a further time estimate for such works (if appropriate) prior to undertaking any such altered specification. The price shall then become the amount specified in the further quotation.
5. The balance of the price shall be payable within 14 days of the final delivery of the project to the client. Thereafter, if unpaid the invoice shall attract interest upon any unpaid sum at the rate of 8% about the base rate of the Bank of England.
6. Notwithstanding the delivery of the project to the client, the producer shall retain all rights and intellectual property in the project until such time as the price (including any interest thereon), has been paid in full to the producer. The client may not use the project for any purpose whatsoever without the express written consent of the producer until the price of the project has been paid in full. Once payment has been received in full by the producer then all rights in the project shall pass to the client, save and except that the producer shall be entitled to use the project upon the producer's website as part of the producer's portfolio of work.
7. The contract may be terminated by the producer if the client has not delivered to the producer such material as shall be needed to complete the project within 28 days of the acceptance of the quotation or such other period as shall be agreed between the parties. Once the producer notifies the client that he has commenced work upon the project then the client shall not be entitled to terminate the contract. If the producer has not yet notified the client that work has commenced then the client shall be entitled to terminate the contract, but the deposit shall be retained by the producer.
8. The producer warrants that he shall use his best endeavours to complete the project expeditiously and within the time period identified within the initial or the further quotation as appropriate, but shall not be liable for any delay beyond such period unless it has been expressly agreed in writing that time is of the essence.
9. This contract shall be governed by the Law of England and Wales, save that the Contracts (Rights of Third Parties) Act 1999 is expressly excluded. The producer's sole contract and responsibility is with the client.