



THE ARTISAN'S PLACE
WWW.THEARTISANSPLACE.COM

Purpose of Contract

The following Terms and Conditions of Service apply to all products and services provided by The Artisan's Place - Design Services and indicate entering into a binding contract (See invoice statement). All work is carried out by The Artisan's Place - Design Services with the understanding that the client has agreed to the following terms and conditions from The Artisan's Place - Design Services as indicated by a paid invoice.

Project Acceptance

At the time of the proposal, The Artisan's Place - Design Services will provide the client with a digital estimate, invoice, or quotation. The initial deposit of the digital estimate, invoice, or quotation serves as a signature by the client, and dating by the client is required to indicate acceptance of all Terms and Conditions of The Artisan's Place - Design Services. Alternatively, the client may send an official order in reply to the estimate, invoice, or quotation, which binds the client to accept The Artisan's Place - Design Services' terms and conditions. No work on a project will commence until the deposit of a digital estimate, invoice, or quotation has been received by The Artisan's Place - Design Services. The Terms and Conditions are readily available on The Artisan's Place - Design Services' website. It is the responsibility of the client to read the terms and conditions. Acceptance of the invoice and release of the initial payment indicates client acceptance of the terms and conditions.

Design Charges

Charges for design services to be provided by The Artisan's Place - Design Services, will be set out in the digital estimate, invoice, or quotation that is provided to the client. At the time of the client's signed acceptance (deposit) of this digital estimate, invoice, or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 40%, 50%, or 60% of the quoted fee will become immediately due. Work on the project will not commence until The Artisan's Place - Design Services has received this amount. Complementary artwork is limited to a set number of given revisions. The 6 Stage Process consist of one concept design stage and 5 revision stages. Each stage is complete within seven days or sooner. If any stage is complete within a 7 day period, the next stage starts on the following day. If any stage is delayed beyond 7 days on the client's behalf, an additional \$35 per hour design fee will be charged for each hour of work that The Artisan's Place - Design Services has serviced to complete the past sue stage. The Artisan's Place - Design Services has the right to refuse additional artwork/revisions that exceed 5 revision stages.

Design Project Completion

The Artisan's Place - Design Services considers the design project complete upon receipt of the client's review and signed approval or emailed statement accepting approval. Other services such as printing, display panel production, filmwork, website uploading, publishing etc., either contracted on the client's behalf constitute a separate project and can be treated as a separate charge. Once a project has been designed and emailed, there will be no refunds.

Project Abandonment

If after repeated attempts to begin, continue, or finalize the delivery of services, Customer fails to participate, or becomes otherwise unresponsive to The Artisan's Place - Design Services's requests for a period of two (2) weeks, the project may be considered abandoned, and The Artisan's Place - Design Services may reduce any refund the Customer may otherwise be entitled to hereunder to zero, and Customer will have forfeited all rights to receive any refund for services purchased or as described in the original invoice. The Artisan's Place - Design Services may issue client credit for future services at its discretion.

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.

The client also agrees that The Artisan's Place - Design Services holds no responsibility for any amendments made by any third party, before or after a design is published.



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Charges for Other Service

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate, invoice, or quotation acceptance.

Payment

The client will be provided with a Digital Invoice and/or Review of the work provided with an Invoice prior to final publication. At this time the remainder of the amount due will become payable, and serves as a signature by the client, and dated by the client to indicate that the service provided is complete.

Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

Payments may be made by cash, Major Credit Card, or Money Order and/or previously agreed electronic funds transfer. Publication and/or release of work done by The Artisan's Place - Design Services on behalf of the client, may not take place before cleared funds have been received. Once payment has been made, there will be no reimbursement of funds unless agreed by The Artisan's Place - Design Services in writing.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned check. The Artisan's Place - Design Services shall be considered entitled to remove The Artisan's Place - Design Services 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, business cards, flyers, pamphlets, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the client of their obligation to pay the due amount. Customers whose accounts become default agree to pay The Artisan's Place - Design Services 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 Artisan's Place - Design Services for inclusion in the client's business cards, flyers, pamphlets, 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.

Any artwork, images, or text supplied and/or designed by The Artisan's Place - Design Services on behalf of the client, will remain the property of The Artisan's Place - Design Services and/or its suppliers.

The client may request in writing from The Artisan's Place - Design Services, the necessary permission to use materials (for which The Artisan's Place - Design Services holds the copyright) in forms other than for which it was originally supplied, and The Artisan's Place - Design Services may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to The Artisan's Place - Design Services, the client grants the Artisan's Place - Design Services permission to use this material freely in the pursuit of the design.

Should The Artisan's Place - Design Services, or the client supply an image, text, audio clip or any other file for use in a business cards, flyers, pamphlets, website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty fee, which subsequently emerges to have such copyright or royalty usage limitations, the client will agree to allow The Artisan's Place - Design Services to remove and/or replace the file on the site.

The client agrees to fully indemnify and hold The Artisan's Place - Design Services 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.



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Data Formats

The client agrees to The Artisan's Place - Design Services's definition of acceptable means of supplying data to the company.

Text is to be supplied to The Artisan's Place - Design Services in electronic format as standard text (.txt), MS Word (.doc) on floppy disc, or CD-ROM, via e-mail, or gather from The Artisan's Place - Design Services from the client in writing during the initial consultation.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by The Artisan's Place - Design Services via floppy disc, CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and The Artisan's Place - Design Services will not be held responsible for any image quality which the client later deems to be unacceptable. The Artisan's Place - Design Services 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.

Rights of Access for Website Construction

The client agrees to allow The Artisan's Place - Design Services all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The client also agrees to allow The Artisan's Place - Design Services access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The client agrees to supply The Artisan's Place - Design Services with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Website Design Only

Once web design is complete, The Artisan's Place - Design Services will provide the client with the opportunity to review the resulting work. The Artisan's Place - Design Services will make one set of minor changes at no extra cost within 14 days of the start of the review period. 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 Artisan's Place - Design Services by e-mail or fax and confirmed by post.

The Artisan's Place - Design Services 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.

Hosting Websites

The Artisan's Place - Design Services does not offer in-house hosting services. The Artisan's Place - Design Services can only suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. The Artisan's Place - Design Services may request that clients change the type of hosting account used if that account is deemed by The Artisan's Place - Design Services to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees due to the hosting organization are the responsibility of the client and The Artisan's Place - Design Services are not liable for their payment.

Domain Registration

The Artisan's Place - Design Services cannot guarantee the availability of any domain name. Where The Artisan's Place - Design Services 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.



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Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, The Artisan's Place - Design Services 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.

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, The Artisan's Place - Design Services will need formal notification in writing to the company's postal address. 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 Artisan's Place - Design Services within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Rights of Refusal

The Artisan's Place - Design Services 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. The Artisan's Place - Design Services also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that The Artisan's Place - Design Services does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the client is obliged to allow The Artisan's Place - Design Services to remove the contravention without hindrance, or penalty. The Artisan's Place - Design Services is to be held in no way responsible for any such data being included.

Design Credits

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

Disclaimer

The Artisan's Place - Design Services makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. The Artisan's Place - Design Services will not be held responsible for any and all damages resulting from products and/or services it supplies. The Artisan's Place - Design Services 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 Artisan's Place - Design Services responsible for any such loss or damage. Any claim against The Artisan's Place - Design Services shall be limited to the relevant fee(s) paid by the client.

The Artisan's Place - Design Services reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. The Artisan's Place - Design Services will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

The Artisan's Place - Design Services and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. The Artisan's Place - Design Services recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.



TERMS & CONDITIONS

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Licensing

Any design, copywriting, drawing, idea or code created for the client by The Artisan's Place - Design Services, 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 Artisan's Place - Design Services and any of its relevant sub-contractors.

All design work- where there is a risk that another party could 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 Artisan's Place - Design Services will not be held responsible for any and all damages resulting from such claims. The Artisan's Place - Design Services 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 Artisan's Place - Design Services responsible for any such loss or damage. Any claim against The Artisan's Place - Design Services shall be limited to the relevant fee(s) paid by the client.

Binding Arbitration Cont.

In the event that the client fails to enter into or accept arbitration, he or she shall be held liable for all subsequent court costs and legal fees incurred by The Artisans Place LLC. Furthermore, should the client initiate the process of any legal action against The Artisans Place LLC but subsequently decide not to pursue such legal action, they shall remain obligated to cover any costs and legal fees accrued by The Artisans Place LLC in relation to the initiated legal process. The parties to this contract agree that any and all disputes that cannot be settled in good faith by the parties shall be resolved through binding arbitration using the American Arbitration Association. It is further agreed that the cost of binding arbitration shall be shared equally by The Artisan's Place - Design Services and the Client. It shall be clearly understood that any disputes that may arise are confidential with no public comment permitted in any form by either party relating to the dispute. The results of any Arbitration proceeding shall also be confidential with no public comment by either party permitted in any form relating to any award. The parties agree that any breach of this provision shall constitute a willful breach of contract.

Acceptance of Quotation and Terms and Conditions

Contractual Agreement

The placement of an order for design and/or any other services offered by The Artisan's Place - Design Services and validated by the client's signature on the invoice, estimate, or quotation form, 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 Artisan's Place - Design Services.

Method of Payment choosed

Cash

Invoice: Credit/Debit Card

Money Order

Proposal and terms of services accepted by the Persons and/or Company

Signature by Initial Deposit /Full Payment

Date of Invoice / Initial Deposit and/or Full Payment