

Laila Meachin

Graphic Designer & Design Manager

Conditions of Engagement

1 General

a. These terms and conditions shall apply to estimates given or any work contracted to be undertaken ('the Contracted Work') by Precision Sound Limited trading as Laila Meachin ('the Designer') and shall prevail over any contrary terms or conditions contained or referred to in any order, acceptance of estimate or correspondence or implied by trade, custom or practice, unless specifically agreed otherwise in writing by the Designer.

b. If in relation to any estimates given by the Designer no objection or comment is received from the Client prior to commencement of the Contracted Work, the client shall be deemed to have accepted any such estimate and these conditions.

c. All estimates given shall be approximate and the Designer shall be entitled to charge and be paid for all work undertaken as part of the Contracted Work, whether or not such charges exceed the amount of any estimate given.

2 Payment Terms

a. All invoices, unless otherwise agreed in writing are payable within one month from the date thereof.

b. If the Contracted Work is continuing work, accounts will be submitted by the Designer after the end of each calendar month for the Contracted Work carried out during that month.

c. The Designer shall be entitled to charge and be paid interest on overdue accounts at the compound rate of 4% over the base rate for the time being of Barclays Bank PLC.

3 Fees and Expenses

The Designer shall in addition to the quoted fee rates be entitled to charge and be paid separately for:

a. all reasonable expenses arising in relation to the Contracted Work including but not limited to hotel subsistence and travelling expenses, costs of materials and production, artwork and typesetting;

b. such handling fees which shall be agreed in advance in respect of any materials and/or services obtained from any third parties;

c. time and cost of materials and all other expenses incurred as a result of any corrections, additions, alterations or changes to the Contracted Work or any part or stage thereof requested by the Client (and not arising through any default of the Designer);

d. such time and expense incurred in relation to any preliminary work or clarification of the Contracted Work required by the Client and exceeding such time as may be provided in the estimate therefor;

e. such reasonable travelling time for any necessary travel;

f. all VAT or other equivalent taxes.

4 Expedited Work

Any work required by the Client in advance of any agreed timetable shall be charged at an additional rate to be agreed in advance between the Client and the Designer, or, failing agreement, determined by the Designer.

5 Free Specimens

The Client shall provide the Designer, free of charge, with a reasonable number of specimens of the Contracted Work.

6 Resumed Contract

If a postponed contract (and so terminated according to these terms) is resumed, such resumed contract shall be deemed to constitute a separate contract in respect of which fees shall be separately negotiated.

7 Copyright and other

Intellectual Property Rights Copyright or other intellectual property rights arising in respect of the Contracted Work and owned by the Designer shall remain the property of the Designer. Fees payable to the Designer shall not be deemed to include any payment in consideration for the ownership or assignment of or any agreement to assign any such rights.

8 Design Registration

If the copyright or other intellectual property rights in the Contracted Work is assigned to the Client, the Designer shall, if so requested, assist in any application for registration of any such rights. All costs of any such application or registration shall be borne by the Client.

9 Use of Work

a. No designs or creative features arising as a result of the Contracted Work shall be used for any purpose other than that for which it is commissioned.

b. Work in rough form shall not be used or published as finished work.

c. All material or ideas relating to the Contracted Work and communicated or provided by the Designer to the Client shall at all times be deemed to be and shall be kept confidential by the Client.

d. The Designer shall keep confidential all confidential information obtained from the Client.

10 Production

a. The Designer will make themselves available at reasonable times to provide advice during the final production of the Contracted Work but will be entitled to charge additionally for such advice at current hourly rates for all time and expenses involved.

b. The Client shall be responsible for the checking and approval of all print and artwork relating to the Contracted Work and the Designer accept no responsibility for any errors arising subsequently in respect of any such work submitted to the Client for approval and/or approved, whether arising as a result of any default by the Designer or otherwise.

c. In all matters where the Designer is required to commission work from any third party on behalf of the Client they shall be entitled to charge and shall be paid such additional fee as may relate to any checking of all such work by the Designer.

11 Modifications

a. No modifications or alterations to any designs or creative features of the Contracted Work shall be made without the consent in writing of the Designer.

b. Any such modifications or alterations agreed by the Designer in accordance with (a) above shall be carried out only by and under the supervision of the Designer and shall be paid for at a rate to be agreed in advance with the Designer.

12 Delivery

a. All delivery dates quoted shall be approximate and time shall not be of the essence in relation thereto.

b. Any charges on estimate cost involved in delivery to any place or address other than that stated in the estimate to the Client shall be charged to and paid by the Client.

13 Design Credit

a. Nothing in the contract or otherwise shall prevent the Designer from claiming authorship of any design or other creative feature created by them.

b. Any such design or creative work which shall be published shall bear a credit to the Designer.

c. The Designer shall be entitled to use any aspect of the Contracted Work for the purpose of any public relations exercise concerning the work and activities of the Designer.

14 Retention of Title

a. The ownership of all design material supplied according to the contract shall remain with the Designer until payment in full therefor has been received by the Designer. If such payment is overdue the Designer may (without prejudice to any of its other rights) recover the said material and may enter the premises of the Client by its servants or agents for that purpose.

b. Any amounts payable in respect of all or any part of the Contracted Work shall fall due immediately upon the commencement of any action or proceeding in which the solvency of the Client is involved.

15 Termination of Contract

a. Either party shall have the right to terminate the contract for the Contracted Work on giving one month prior notice in writing to the other.

b. If the Client shall terminate the contract or any part of it or shall postpone for any period exceeding one month the requirement for the Contracted Work (which postponement shall be deemed to constitute termination of the contract), the Designer shall be entitled to all fees, and other payments and expenses due under the contract in respect of work undertaken to the date of such termination or postponement. The Designer will in addition, be entitled to be refunded all expenses and losses incurred by them by reason of such termination or postponement of the contract. If the copyright in the work has been assigned under the contract by the Designer to the Client, the latter shall within seven days from the date of any such termination or postponement reassign the said copyright to the Designer free of charge and in the event of any failure so to do the Client hereby appoints each of the Designer severally as its attorney for the purpose of entering into and executing any such assignment.

c. If there shall be any major change of ownership of the Client the Designer shall be entitled to determine the contract on giving the Client one month's notice in writing.

16 Automatic Termination of Contract

The contract shall be automatically terminated:

a. if the client shall postpone any of the Contracted Work for any period exceeding one month;

b. if either party commits a breach of the contract and fails to remedy such breach within 14 days of receiving notification from the other party specifying such breach and requiring its remedy;

c. if either party is adjudicated bankrupt or being a company a resolution is passed for its winding up or it shall be wound up by the court or on the appointment of a Receiver.

17 Following termination of contract

On the termination of the Contract for whatever reason the Client shall return or cause to be returned to the Designer all original artwork or other creative work or illustrations in which the Designer owns the copyright in the possession or power of the Client together with any other confidential material owned and supplied by the Designer to the Client.

18 Proper Law

The contract shall be deemed to have been entered into in England and shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English High Court.