

TERMS & CONDITIONS

The following terms and conditions of service apply to all products and services provided by Start Digital Ltd. All work is carried out by Start Digital Ltd on the understanding that the client has agreed to Start Digital Ltd's terms and conditions.

These terms and conditions apply to all contracts between Start Digital: "Start Digital", "Start", "Start Digital Publishing", "Thomas Quinn" and every customer: "The Client" for design services.

Start Digital Ltd is a Scottish registered company trading at 22 Woodend Drive, Glasgow, G13 1QS.

Definitions

1. Client. Means any customer be they a person, or a business placing an order with Start Digital Ltd.
2. Contract. Means the document provided by us to you detailing the particulars of the order, either by or through a combination of hard copy, faxed copy, or email.
3. Project. Means the design work, web development work, or other work created by Start Digital Ltd.

Contract

- 1.1 Quotes given expire 30 days after the issue date, or on a specific date given on the quote if different.
- 1.2 If in any case the client wishes to terminate the contract before its completion the client must pay a "Kill Fee". This will be £200 or 50% of the total quoted (whichever is the greater) to cover wasted time, unless another fee is agreed by Start Digital and the client.
- 1.3 The project must be completed within three months of the signature date on the contract, it cannot be postponed or delayed unless otherwise agreed.
- 1.4 If the project runs over three months due to the client's fault, the contract will be re-assessed and the client will be quoted appropriately. 1.2 still applies. Any payment made before the re-assessment will be deducted from the final value.
- 1.5 Print quotes are independent of design quotes. A design contract does not bind you to print. If you choose to print through Start Digital Ltd, the payment for printing must be received in full before the printing commences.
- 1.6 If any significant changes need to be made to the contract after signing, Start Digital Ltd is entitled to make any changes deemed fit to the quoted price. If an agreement cannot be arranged figure 1.2 still applies.
- 1.7 If a choice of designs is presented, only one solution is deemed to be given by Start Digital Ltd as fulfilling the contract.
- 1.8 At the time of proposal, Start Digital will provide the customer with a written estimate or quotation. The Terms and Conditions can be downloaded from the Start Digital Ltd website (www.

startdigitalpublishing.com). A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Start Digital Ltd with payment of 50% of the estimate or quotation value upon receipt of invoice, or before the quote expires. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Start Digital's terms and conditions. No work on a project will commence until both document and payment has been received by Start Digital Ltd.

1.9 The customer 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 customer also agrees that Start Digital Ltd holds no responsibility for any amendments made by any third party, before or after a design is published.

1.10 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 or quotation acceptance.

1.11 The quote or estimate covers creative and design work only. It does not cover the purchase of stock imagery, stock vectors, commercial fonts, or any third party professional services (such as professional copywriting, photography, PR or marketing activities) required to complete the project or requested to be included by the client once the project has started. Any such additional costs will be highlighted by Start Digital Ltd and added to the invoice at the end of the project.

1.12 Start Digital Ltd considers the design project complete upon receipt of the customer's signed approval form. Other services such as printing, display panel production, artwork uploading, publishing etc. either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

1.13 The customer agrees to allow Start Digital Ltd to place a small credit on printed material, exhibition displays, advertisements and/or a link to Start Digital Ltd's own website on the customer's website, where appropriate. This will usually be in the form of a small logo or line of text placed towards the bottom of the page. The customer also agrees to allow Start Digital Ltd to place websites and other designs, along with a link to the client's site on Start Digital Ltd's own website for demonstration purposes and to use any designs in its own publicity.

1.14 Start Digital Ltd 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. Start Digital Ltd also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Start Digital Ltd does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Start Digital Ltd to remove the contravention without hindrance, or penalty. Start Digital Ltd is to be held in no way responsible for any such data being included.

1.15 The placement of an order for design and/or any other services offered by Start Digital Ltd and validated by the customer's signature on the 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 Start Digital Ltd.

Payment

2.1 The client must pay when invoiced. Where payment is in advance of a project, this should be paid immediately. Otherwise, payment should be within 14 days of being invoiced.

2.2 If any payment is not made on or before 14 days after the invoice date, Start Digital Ltd is entitled to charge interest thereafter per day on the value owed at the rate of 5% per week.

2.3 The client is not permitted to make any deductions from the final amount for any reason, any deductions will be at the discretion of Start Digital Ltd.

2.4 In the case of print based work, if you wish to carry out the printing through Start Digital Ltd and the printing cost exceeds £100, payment must be taken in full before the printing commences.

2.5 Payments may be made by cash, cheque or previously agreed electronic funds transfer. Cheques should be made payable to Start Digital Ltd.

2.6 An account shall be considered default if it remains unpaid for 21 days from the date on the invoice, or following a returned cheque. Start Digital Ltd shall be considered entitled to remove Start Digital Ltd's and/or the customer'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 customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Start Digital Ltd reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

2.7 Returned cheques will incur an additional fee of £50 per returned cheque. Start Digital Ltd reserves the right to consider an account to be in default in the event of a returned cheque.

2.8 Publication and/or release of work done by Start Digital Ltd on behalf of the client, may not take place before cleared funds have been received.

2.9 The standard rate of VAT is charged on our services. Any quotation or estimate is inclusive of VAT.

Copyright

3.1 The client is liable for any copyright breaches on any content provided by the client to Start Digital.

3.2 All content that is creation of Start Digital (design work including words, pictures, ideas, visuals and illustrations) is property of Start Digital.

Copyright ownership will transfer to the client once all costs have been settled against the design work requested. Start Digital retains the right to publish design work in an online portfolio after all costs have been settled, unless specifically requested otherwise in writing by the client.

3.3 The client is not permitted to resell or make profit from selling design work created by Start Digital. (If you wish to resell work, please ask for a "Resellers Contract". Please note this will affect the quote.)

3.4 Start Digital retains no rights to any concepts or content provided by the client, subsequently Start Digital does not retain the right to re-create,

resell or distribute any business concepts, text content or images provided by the client.

3.5 Any designs not used as a final solution in fulfilling the original brief remain the property of Start Digital, unless agreed in writing that this arrangement has been changed.

Data Formats

4.1 The client agrees to Start Digital's definition of acceptable means of supplying data to the company.

4.2 Text is to be supplied to Start Digital in electronic format as standard text (.txt or .rtf), MS Word (.doc) on CD-ROM, or via e-mail.

4.3 Images which are supplied in an electronic format, are to be provided in a format as prescribed by Start Digital via CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Start Digital will not be held responsible for any image quality which the client later deems to be unacceptable. Start Digital cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

4.4 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.

Deadlines & Delay

5.1 Start Digital cannot be held responsible for delayed delivery on any work that is due to client fault, for instance: Delay in signing off proofs, delay in providing any content that has been specified as a requirement or any change in the content that has already been provided. Start Digital also cannot be held responsible for any delays that are not solely the fault of Start Digital, this includes printing delays.

5.2 After signing a contract if the client needs to shorten or specify a deadline it is not guaranteed that Start Digital will be able to meet the requirements.

5.3 If the client wishes to shorten or specify a deadline Start Digital is entitled to make any amendments deemed necessary to the quote provided.

5.4 In the unlikely case that Start Digital fails to meet the agreed deadline the client has the option to cancel the contract, paying only for work completed up to that point in time with no extra fee (such as a 'Kill Fee', see 1.2). If the client still wishes to use the work after the deadline, the contract must stand and the client will be offered a reduced and revised estimate before completion of the work.

5.5 Deadlines agreed between Start Digital and the client are NOT inclusive of time taken for printing, the deadline agreed in this contract is for design only. The client must bear this in mind when setting the deadline.

Liability

6.1 Start Digital shall not be held liable for failing to perform to the contract for any reason that is not solely the fault of Start Digital.

6.2 Start Digital shall not be held liable in any case for any damages, loss of anticipated profits, loss of revenue, contracts or any other inconsequential damages that arise from any cause associated with Start

Digital or the property of Start Digital, this includes design work. Any claim against Start Digital shall be limited to the relevant fee(s) paid by the customer.

6.3 All property supplied to Start Digital by the client or on behalf of the client shall remain at the client's risk, unless otherwise agreed in writing, this includes; print delivery, samples, data and equipment. The client should insure accordingly.

6.4 Start Digital shall not be held liable for any leak of information or confidential material provided by the client, this includes, a leak or malpractice of any kind by a third party that Start Digital has outsourced work to, or any circumstance that is not solely the fault of Start Digital.

6.5 While Start Digital takes reasonable steps to investigate the materials it recommends, it accepts no responsibility for the performance or quality of materials or any consequential loss arising from their failure.

6.6 Except in the case of death or personal injury caused by Start Digital's negligence, Start Digital's liability under or in connection with these terms and conditions, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the amount payable by the Client in respect of the Price the subject matter of this contract as specified in the written estimate.

Delivery

7.1 Start Digital cannot be held responsible for any loss or damage during transit of client property (6.3) or print deliverables, if payment has passed or not. It is up to the client to insure accordingly.

General

8.1 These Terms and Conditions supercede any previous Terms and Conditions distributed in any form. Start Digital reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

8.2 Start Digital 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. Start Digital recommends 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.

Law and jurisdiction

9.1 The contract shall be governed by the law of Scotland in every particular including formation and interpretation and shall be deemed to have been made in Scotland. The courts of Scotland shall have exclusive jurisdiction over any dispute arising out of any contract entered into between the parties.