



TERMS & CONDITIONS

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

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

Copyright is retained by Northology Creative on all design work including words, pictures, ideas, visuals and illustrations 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 Northology Creative, unless specifically agreed in writing.

Project Acceptance

At the time of proposal, Northology Creative will provide the client with a written estimate or quotation by email. These Terms and Conditions can be read at any time on the Northology Creative website.

Acknowledgement and agreement to the written estimate or quotation is to be acknowledged by the client via email to indicate acceptance. Alternatively, the client may send an official purchase order in reply to the estimate or quotation which binds the client to accept our terms and conditions, or an email acknowledging acceptance of the quotation.

For the avoidance of doubt, the Northology Creative Terms & Conditions are what govern the job, not any conditions on the customer's purchase order.



TERMS & CONDITIONS

Design Charges

Charges for design services to be provided by Northology Design will be set out in the written estimate or quotation that is provided to the client. At the time of the client's acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable payment of 50% of the quoted fee will become immediately due.

Unless agreed otherwise with the Client, all design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work commences or is supplied to the Client for review. The remaining fifty (50) percent of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials.

Source Files

We will supply proofs and 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.

Charges for Other Services

Charges for any additional services requested during the project that are over and above the estimated time or out of scope, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.



TERMS & CONDITIONS

Payment

The client will be provided with an Approval Form or Proof Email, and an Invoice prior to final publication. At this time the remainder of the amount due will become payable and the client will also be required to sign and return the Approval Form or signify approval by email to Northology Creative.

Any invoice queries must be submitted by email within 7 days of the invoice date.

Payments may be made by online transfer.

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

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice. Northology Creative shall be entitled to remove Northology Creatives' and/or the clients 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, 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 its obligation to pay the due amount.

Clients whose accounts become default agree to pay all Northology Creatives reasonable legal and accounting expenses and third party collection agency fees in the enforcement of the debt and these Terms and Conditions.

Copyright and Trademarks



TERMS & CONDITIONS

By supplying text, images and other data to Northology Creative for inclusion in the clients website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Northology Creative on behalf of the client, will remain the property of Northology Creative and/or its suppliers unless otherwise agreed in writing. A licence for use of the copyright material is granted to the client solely for the project defined in the scope or request and not for any other purpose.

The client may request in writing from Northology Creative, the necessary permission to use materials (for which Northology Creative holds the copyright) in forms other than for which it was originally supplied, and Northology Creative may, at its discretion, grant this and may charge for the additional usage. 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 Northology Creative.

By supplying images, text, or any other data to Northology Creative, the client grants permission to use this material freely in the pursuit of the design.

Should Northology Creative, 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 client will agree to allow Northology Creative to remove and/or replace the file in the relevant design.

The client agrees to fully indemnify and hold Northology Creative 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.



TERMS & CONDITIONS

Amendments

The client agrees that Northology Creative holds no responsibility for any amendments made by any third party, before or after a design is published.

Licensing

Any design, copywriting, drawing, idea or code created for the customer by Northology Creative, 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 Northology Creative.

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.

Northology Creative will not be held responsible for any and all damages resulting from such claims.

Northology Creative is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Northology Creative responsible for any such loss or damage.

Any claim against Northology Creative shall be limited to the relevant fee(s) paid by the client.

Duration

Any indication given by Northology Creative of a design project's duration is to be considered by the customer to be an estimation. Northology Creative cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received



TERMS & CONDITIONS

by Northology Creative for the initial 50% deposit payment or by date confirmed in writing by Northology Creative.

Rights of Access- Website design

The client agrees to allow Northology Creative 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 Northology Creative 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 Northology Creative with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Design Projects Completion

Northology Creative considers the design project complete upon receipt of the clients's signed Approval form or signoff email. Other services such as printing, website uploading, publishing etc either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

Website Design

Once web design is complete, Northology Creative will provide the client with the opportunity to review the resulting work. Northology Creative 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 Northology Creative by e-mail.



TERMS & CONDITIONS

Northology Creative will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

Hosting

Northology Creative offers a limited hosting services through an out-sourced provider. Northology Creative does not guarantee continuous service and will accept no liability for loss of service, whatever the cause.

Northology Creative may request that clients change the type of hosting account used if that account is deemed by Northology Creative to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting are due at the commencement of any period of service and are non-refundable.

Fees due to third party hosting organisations are the responsibility of the client and Northology Creative are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the customer / domain owner.

Domain Name Registration

Northology Creative cannot guarantee the availability of any domain name. Where Northology Creative 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.

Search Engine Submission

Due to the large number of considerations that search engines use when determining a site's ranking, Northology Creative 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.

Northology Creative recommend that cclients use a professional SEO company and are happy to provide details of such companies, but accept no responsibility for their services.



TERMS & CONDITIONS

Design Credits

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

Right of Refusal

Northology Creative 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. Northology Creative also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that Northology Creative does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow Northology Creative to remove the contravention without hindrance, or penalty. Northology Creative 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, Northology Creative 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 Northology Creative within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.



TERMS & CONDITIONS

Disclaimer

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

Northology Creative 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. Northology Creative will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Northology Creative 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. Northology Creative 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.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Northology Creative reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by Northology Creative, by email, verbally or in writing, is deemed to be acceptance



TERMS & CONDITIONS

of these terms and conditions, which are freely available at northologycreative.com

An estimate validated by the clients signature on the estimate or quotation form, or by email, 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 Northology Creative..

January 2024