



Terms of contract for clients

Client Name:
Company Name:
Address:
Tel:
Email
Web:

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Definitions

COMPANY - Crayfish Design Limited

CUSTOMER - A business, organisations or individual that uses the services of Crayfish Design for less than six months

CLIENT - A customer that continues to use the services of Crayfish Design beyond a six month period

SUPPLIER - A third party subcontracted by the Company or Client/Customer

PRODUCT - The final agreed deliverable item(s) i.e. website, brochure, exhibition stand etc.

SERVICES - Any work undertaken in response to an instruction issued by a Client/Customer

PRODUCTION DATA - Data files supplied in a manner that would allow a Client/Customer/Supplier to replicate the final commissioned Product.

RAW DATA - Data files that have been generated, collated or purchased by the Company during the course of a project.

Credit allowance and payment

For the first project the concept stage and any supplier fees are to be paid in advance of the respective activity. The remainder of the project fee will be payable within 30 days of the final invoice issue date.

For subsequent projects, credit will be allocated according to the value of invoices that have been paid in full. The Company reserve the right to suspend credit terms in the event that any invoices issued have not been paid within the agreed period.

Credit advance limit

Should a Client/Customer request the Company to undertake a project that exceeds the allowable credit, we will work with the Client/Customer devise a credit and payment schedule to run concurrently with the progression of the project.



Before a project can proceed

Prior to any undertaking of chargeable activity, the Company require written confirmation that the funds will be available for the project as a whole and that any incremental fees will be payable where stipulated. This will be substantiated in the form of an approved purchase order reference and/or a signed contract of work.

Copyright and data ownership

The final Production Data will be owned by the Client/Customer once the final invoice has been settled in full. We will continue to make the data available for a minimum of 12 months and will also provide a copy of the data to the Client/Customer if instructed.

The working Raw Data files may remain subject to restrictions beyond the remit of the project including third party copyrights and licensing. This data can only be released at the discretion of the Company.

The Company reserve the right to publish details and imagery relating to completed projects inline with any signed NDA documentation.

Additional chargeable activities

As part of any project the Company will utilise a proportion of the budget against support services that will include incidentals such as project management, administration and consultation. The level of activity is usually governed by the naturally occurring requirements of the job in-hand.

Where the Client/Customer may request additional support that is considered beyond the usual expectation, the Company reserves the right to amend the fee accordingly with the agreement of the Client/Customer.

Quotations are provided free of charge. However, the company does not actively undertake any pitch processes that involves the provision of our primary services. Any conceptual artwork submitted during a non-contracted phase of work, will remain the intellectual property of the Company and should not be disclosed to third party organisations without our consent.

Discontinued/delayed projects

Before the Company can start a project all parties should agree to an achievable schedule of key stage completion. If the project is cancelled by the Client/Customer or if any phase of the project extends well beyond the agreed schedule* for reasons that are not attributable to the Company, the Company reserve the right to recover costs for Services rendered. Costs incurred without prior consent of the Client/Customer will be deferred in the absence of any correspondence to suggest otherwise.

If a key stage is subject to a delay/s that is/are not the specific responsibility of the Company, an offset to the timings will be applied to the overall schedule in order that any other Client/Customer schedules need not be impinged upon.



* In the event of a project delay that falls outside of the agreed schedule, that is not as a result of any issue that is under the control of the Company and/or a Company designated Supplier, the Company reserve the right to invoice for services and costs incurred up to the point at which the project schedule has been affected in excess of 30 days or whereby the Client/Customer cannot secure a definite and reasonable resolution to the delay. If the Client/Customer should wish to progress the project at a later date the Company will treat the continuation of the project as a new job.

Approvals

Depending on the size of a project, there may be several points at which a Client/Customer approval may be required in order for the Company to progress. There will at the very least be the approvals required for the Company to:

- Start a job; this may coincide with Client/Customer processes whereby a P.O. number would need to be provided to the Company in order to ensure that the funds are available.
- Signoff a job; the Company would require final approval upon the Client/Customer's satisfaction that a job had been fulfilled, thereby allowing the Company to invoice and backup the project data.

In addition to these approval phases there may also be the requirement to gain approval for:

- Production; enabling the Company to distribute the approved data to third party Suppliers for production of printed materials.
- Production proofing; checking examples of pre-production proofs to enable Suppliers to continue to full production rollout.
- Key stages; any predefined scheduled phases of work that may require Customer/Client approval to ascertain that a project is progressing as anticipated, to minimise the implementation of work that may not tally with the expectation of the Client/Customer.

The Company will specify every point of approval prior to its requirement to ensure a continuity of delivery. Each approval will need to be returned in a context that explicitly outlines what phase of a project that approval refers to. For this purpose the Company will provide an approval form that must be completed and returned for our records.

Signed

Signature:

Client Name:

Position:

Date: