

Terms and Conditions

Agreement between STUART LUFF and the business or individual identified on this agreement. The client/individual listed below is subject to the following terms and conditions.

General Working Agreement

This document defines the terms and conditions of our working relationship. All projects or services that STUART LUFF may be contracted to produce or provide for THE CLIENT will be subject to the following:

Working / Billing Phases

Based on experience with long-term design communications projects, I have found that it is mutually advantageous to handle each project in logical working/billing phases. Concept revisions, extensive alterations, or a switch in marketing objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. Planning the work, cost estimating, and billing in several phases permits STUART LUFF or THE CLIENT to adjust for such revisions/or halt work before completion if a project is postponed or canceled. Any canceled project is billed only through phases and/or portions of phases that were actually completed by STUART LUFF. For each project, THE CLIENT will receive a proposal/estimate outlining the project specifications and my proposed scope of services and working/billing phases. Each proposal estimate will contain a project budget, which includes estimated fees for professional services and separate itemised costs for anticipated out-of-pocket expenses. STUART LUFF will begin work upon THE CLIENT'S approval of the written estimate. Your written approval, be it digital (email) or written, will constitute an agreement between us.

Payment / Estimates

THE CLIENT agrees to pay STUART LUFF in accordance with the terms specified in each proposal/estimate. 50% of the project cost will be immediately due upon approval of the estimate. Once payment is received then work will begin at the earliest opportunity. Unless otherwise specified, all subsequent balances due are payable upon artwork approval. Interest on past due balances is 18% per annum or 1.5% per month. STUART LUFF reserves the right to refuse completion or delivery of work until past due balances are paid. Estimate: Billing will reflect the actual costs incurred. Valid for only 30 days from date on estimate. Client requested changes will be billed additionally. The client will be notified of any price changes.

Out-of-Pocket Expenses

Fees for professional services do not include outside purchases such as, but not limited to, printing, photography, colour printouts, laminating, illustrations, separations, shipping and handling or courier service. Expenses are itemised on each invoice. If consultant or supervisory services are required in out-of-town locations, STUART LUFF will bill lodgings, meals, and transportation at cost. Reimbursement for mileage is calculated at current allowable rates.

Revisions and Alterations

New work requested by THE CLIENT and performed by STUART LUFF after a proposal/estimate has been approved is considered a revision or alteration. 3 rounds of revisions are included within the cost of estimate. Any subsequent changes or amendments thereafter will be billed at standard hourly rates. If the job changes to an extent that substantially alters the specifications described in the original estimate, STUART LUFF will submit a proposal revision memo to you, and a revised additional fee must be agreed to by both parties before further work proceeds. Author's alterations and other copy changes requested after layouts or mechanicals are completed are billed at standard hourly rates.

Overtime

Estimates are based on a reasonable time schedule, and may be revised to take into consideration your "Priority Scheduling" requests requiring overtime and weekends. Knowledge of your deadlines is essential to provide an accurate estimate. In addition, outside suppliers such as service bureaus charge a 100% to 200% markup on overtime after 5:30pm and weekends.

Nature of Copy

THE CLIENT agrees to exercise due diligence in its direction to STUART LUFF regarding preparation of materials and must be able to substantiate all claims and representations. You are responsible for all trademark, servicemark, copyright and patent infringement clearances. You are also responsible for arranging, prior to publication, any necessary legal clearance of materials STUART LUFF prepares.

Errors and Omissions

It is the THE CLIENT'S responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. STUART LUFF is not liable for errors or omissions. Your confirmation or that of your authorised representative is required on all mechanicals or artwork prior to release for printing or other implementation.

Telecommunications

THE CLIENT shall pay for all transmissions charges. STUART LUFF is not responsible for any errors, omissions or extra costs resulting from faults in the telephone, cable, satellite network or from incompatibility between the sending and receiving equipment.

Over Runs and Under Runs

THE CLIENT will accept over runs or under runs that do not exceed 10% of the quantity ordered on all jobs. STUART LUFF will bill for actual quantity delivered within this tolerance. If THE CLIENT requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

Property and Supplier's Performance

STUART LUFF will take all reasonable precautions to safeguard the property you entrust to us. In the absence of negligence on his part, however, STUART LUFF is not responsible for loss, destruction or damage or unauthorised use by others of such property. He will use his best efforts to ensure quality and timely delivery of all printed (offset, silk-screened, embossed or otherwise reproduced) pieces. Although he may use his best efforts to guard against any loss to you through the failure of his vendors, media, or others to perform in accordance with their commitments, STUART LUFF is not responsible for failure on their part. If you select your own vendors, other than those recommended by STUART LUFF, you may request that he coordinate their work. If at all possible, he will attempt to do so, but cannot in anyway be held responsible for quality, price, performance or delivery.

Production Schedules

Production schedules will be established and adhered to by both THE CLIENT and STUART LUFF, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of THE CLIENT or STUART LUFF. Where production schedules are not adhered to by THE CLIENT, final delivery date or dates will be adjusted accordingly.

Rights of Ownership

Once a project has been delivered by STUART LUFF and is fully paid for by THE CLIENT, STUART LUFF will assign the reproduction rights of the design for the use(s) described in the proposal. According to the Copy right Law of 1976, the rights to all design and art work, including but not limited to photography and or illustration created by independent photographers or illustrators retained by STUART LUFF, or purchased from a stock agency on your behalf, remain with the individual designer, artist, photographer or illustrator. Unless a purchase of "All Rights" (A Buyout) is negotiated with STUART LUFF and/or his/her authorised representative, you may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. If you wish to use the design STUART LUFF has created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact him to arrange the transfer of rights and any additional fees before proceeding. If printing or other implementation is done through your vendors, you agree to return to us all our original mechanicals and artwork (slides, prints, drawings, separations, etc.) within two weeks, and to provide STUART LUFF with printed samples of each project. STUART LUFF reserves the right to photograph and/or distribute or publish for promotional and marketing needs any work he creates for you, including mock-ups and comprehensive presentations, as samples for our portfolio, news letter, brochures, slide presentations and similar media. He agrees to store digital artwork for a period of no less than six months beyond the delivery of a job. Thereupon, he reserves the right to discard them.

Lien

All materials or property belonging to THE CLIENT, as well as work performed, may be retained as security until all just claims against the THE CLIENT are satisfied.

Term and Termination

The term of this agreement will continue for work in progress until terminated by either party upon thirty (30) days written notice. If you should direct STUART LUFF at any time to cancel, terminate or "put on hold" any previously authorised purchase, he will promptly do so, provided you hold him harmless for any cost incurred as a result. Upon termination of this agreement, STUART LUFF will transfer to THE CLIENT all your property and materials in his control and for which you have paid. THE CLIENT will indemnify and hold STUART LUFF harmless for any loss or expense (including legal fees), and agree to defend him in any actual suit, claim or action arising in any way from our working relationship. This includes, but is not limited to assertions made against THE CLIENT and any of its products and services arising from the publication of materials that STUART LUFF prepared and you approved before publication.

Governing Law

This Agreement shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

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