



## Terms & Conditions

The following Terms and Conditions of Service apply to all products and services provided by Studio Cooper and in the event of any dispute are governed by Manx Law, which is based on the principles of English common Law.

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

Copyright is retained by Studio Cooper 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 Studio Cooper, unless specifically agreed in writing.

### Project Acceptance

At the time of proposal, Studio Cooper will provide the customer with a written '**ESTIMATE**' or '**QUOTE**' by email. These Terms and Conditions can be read at any time on the Studio Cooper website.

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 Studio Cooper. Alternatively, the client may send an email acknowledging acceptance of the quotation.

### Design Charges

Charges for design services to be provided by Studio Cooper will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed 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, jpg 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.

## **Payment**

The customer 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 customer will also be required to sign and return the Approval Form or signify approval by email to Studio Cooper.

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

All invoices must be paid within 7 days of the invoice date.

Payments may be made by online transfer, credit card (Visa, Mastercard) or Debit Card.

Publication and/or release of work done by Studio Cooper 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, or following a returned cheque. Studio Cooper shall be entitled to remove Studio Cooper'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, hosting, domain registration, search engine submission, 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 all Studio Cooper's reasonable legal and accounting expenses and third party collection agency fees in the enforcement of the debt and these Terms and Conditions.

## **Copyrights and Trademarks**

By supplying text, images and other data to Studio Cooper for inclusion in the customer's 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 Studio Cooper on behalf of the customer, will remain the property of Studio Cooper and/or its suppliers unless otherwise agreed in writing. A licence for use of the copyright material is granted to the customer solely for the project defined in the scope or request and not for any other purpose.

The customer may request in writing from Studio Cooper the necessary permission to use materials (for which Studio Cooper holds the copyright) in forms other than for which it was originally supplied, and Studio Cooper 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 Studio Cooper.

By supplying images, text, or any other data to Studio Cooper, the customer grants Studio Cooper permission to use this material freely in the pursuit of the design.

Should Studio Cooper, 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 customer will agree to allow Studio Cooper to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Studio Cooper free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

## **Alterations**

The customer agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge.

The customer also agrees that Studio Cooper 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 Studio Cooper, 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 Studio Cooper and any of its relevant sub-contractors.

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.

Studio Cooper will not be held responsible for any and all damages resulting from such claims.

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

Any claim against Studio Cooper shall be limited to the relevant fee(s) paid by the customer.

## **Data Formats**

The client agrees to Studio Cooper's definition of acceptable means of supplying data to the company.

Text is to be supplied to Studio Cooper in electronic format as standard text (.txt), MS Word (.docx) or via e-mail / FTP or shared folder.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Studio Cooper via e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and Studio Cooper will not be held responsible for any image quality which the client later deems to be unacceptable.

Studio Cooper cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

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, colour correction and alteration of images

## **Design Project Duration**

Any indication given by Studio Cooper of a design project's duration is to be considered by the customer to be an estimation. Studio Cooper 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 by Studio Cooper for the initial payment or by date confirmed in writing by Studio Cooper.

## **Design Project Completion**

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

## **Design Credits**

The customer agrees to allow Studio Cooper to place a small credit on printed material exhibition displays, advertisements and/or a link to Studio Cooper's own website on the customer's website. 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 Studio Cooper to place websites and other designs, along with a link to the client's site on Studio Cooper's own website for demonstration purposes and to use any designs in its own publicity and portfolios.

## **Rights of Refusal**

Studio Cooper 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. Studio Cooper also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that Studio Cooper does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow Studio Cooper to remove the contravention without hindrance, or penalty. Studio Cooper is to be held in no way responsible for any such data being included.

## **Disclaimer**

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

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

Studio Cooper 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. Studio Cooper 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.

## **Acceptance of Terms and Conditions and Quotation**

The placement of an order for design and/or any other services offered by Studio Cooper, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at [www.studiocooper.im](http://www.studiocooper.im)

An estimate or quotation validated by the customer's 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 Studio Cooper.