



Leaff is a trading name of **Leaff Design Limited**, of 44 St Marys Close, Kempsey, Worcester WR5 3JX. Registered Address: Market Square Chambers, Bromyard, Herefordshire HR7 4BP. Company Number: 7216936.

The term 'client' used throughout these terms and conditions, refers to the person or body who approves a quotation that Leaff supplies. Any person or body who approves on behalf of someone else or on behalf of a company, is presumed to have full authority to do so.

Leaff strongly advises all clients to read these terms and conditions, in order to obtain a full understanding of their rights, and what they as the client can expect from Leaff. These terms and conditions have been written to protect both Leaff and its clients, whilst providing a full understanding of Leaff's ethics and procedures, in order to strengthen the trust between Leaff and its clients. In view of this, where a client finds any difficulty in understanding any part of these terms and conditions, they are advised to contact Leaff for assistance.

CONTACT INFORMATION

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PROJECT PROCEDURES

By providing Leaff with approval of a quotation, the client is confirming to have read, understood and agreed to both the quotation and Leaff's terms and conditions, which then forms a legally binding contract between Leaff and the client.

Leaff has a 50% non-refundable deposit procedure in place. This will become immediately due to be paid by the client, once Leaff has received approval of a quotation. No work will begin on a project until this deposit has been paid and it has cleared, at which point Leaff will provide the client with confirmation of receipt of their deposit, via email, for the client's records. The remaining payment will become payable at the end of the project.

The client is only entitled to proceed into the development of one logo concept, in order to fulfill the contract, unless stated otherwise in a quotation or another form of written consent from Leaff.

The client must approve their artwork and proofs via return email, and in doing so, the client is confirming that the contract has been fulfilled. Once this approval has been received by Leaff, the client will be provided with their invoice. At this point the remaining payment will become immediately due. After the total remaining payment has been made and cleared, Leaff will provide the client with all appropriate material in all appropriate formats.

No material will be released by Leaff to the client or printers until receipt of approval, and final payments have been made and cleared. Due to this fact, clients should bear promptness of payment in mind when working to deadlines, in order for them to be met on time.

OUR ETHICS

It is the client's responsibility to carry out any market research as to the viability and profitability of any project before accepting any quotation from Leaff.

All work carried out by Leaff is done so on the understanding that the client has read, understood and agreed to Leaff's terms and conditions.

Any indication of a project's duration which Leaff gives to the client is an estimation. Leaff will in all instances strive to meet the needs of the client and any deadlines that they may have. In instances where the client needs further work done than initially quoted for, this will add time to the project, which may affect deadlines, and Leaff cannot be held responsible for this.

Once Leaff has received approval of a proof from a client confirming that they are happy with the artwork, and the artwork has been handed over to the client, Leaff cannot be held responsible for any loss or damage to the artwork. Leaff will strive to give its clients all the security it can, by keeping electronic back ups of all artwork for as long as possible, however, Leaff strongly advises clients to keep back ups of artwork themselves to avoid such problems.

By approving a proof, the client is approving the quality of all images, and the accuracy of all elements (including spelling and grammar) within the artwork. Leaff will run a number of checks prior to sending the final proof to the client, as part of its service, to provide the client with clear, accurate artwork to the highest quality. However, ultimately it is the client's responsibility to check that they are happy with the artwork in its entirety before confirming their proof. Leaff will therefore not be held responsible for any inaccuracies or quality issues after the client has confirmed approval.

Leaff strongly recommends that the client supplies text and images to Leaff in the formats that Leaff advises. These formats are advised in order to help Leaff provide the client with an efficient and cost effective service, and ensure the highest possible quality of artwork. If the client chooses to supply any material in any other format than advised, extra charges may apply in order to cover the time that it takes Leaff to work the text/images into a usable state.

Leaff reserves the right to refuse to include any text, images or other data in a design, which they feel to be immoral, offensive, obscene or illegal. If materials are included by Leaff in good faith and turn out to conflict with these standards, Leaff will not be held responsible.

It's in everyone's best interest for projects to get done as quickly and efficiently as possible. If a client holds a project up by 14 days, then 10% of the total project cost will be added to the final total. After 30 days the project will be cancelled and the client will owe for all hours worked up to that point, plus the penalty on top.

COPYRIGHT

All research, brainstorming, idea generation and visualisation that has lead up to the production of artwork, is the property of Leaff. Copyright will remain with Leaff unless specifically released in writing by Leaff to the client.

The copyright for all material provided by Leaff, which is included in the client's final artwork, such as design, graphics, photographs and copy, will remain the property of Leaff until the client has paid all invoices and payment has cleared. Artwork and its contents then becomes the property of the client.

All material, both text and images supplied by the client and used in the construction of the client's design, will remain the client's property. All such materials will be assumed to be the property of the client and free to use without fear of breach of copyright laws. The client agrees to fully indemnify and hold Leaff free from harm in any and all claims resulting from the client not having obtained all of the required copyright and/or any other necessary permissions.

Although copyright will be given to clients' for fully paid, complete artwork, Leaff will be entitled to place clients' designs in their portfolio, on their website, and in any other format for promotional purposes. Leaff will not use client's artwork in any other way other than to showcase Leaff's work.

PAYMENT AND CANCELLATION

Leaff charges for its time on an hourly rate. Therefore, if the client wishes for extra time to be spent on a project than previously quoted for, then that too becomes fully payable, and Leaff will supply the client with an additional quotation. As with all quotations, written approval from the client is required for work to continue.

Leaff will not subsidise the client for any outside services. If any extra services are required by the client for their project, such as the purchasing of images or materials, or where Leaff has to outsource sub contractors such as illustrators, payment must be made up front to Leaff.

The client has the right to cancel at any point of a project, for any reason whatsoever, but will be liable to pay for all materials purchased for the project, and the hours that Leaff and/or its sub contractors have spent on the project up to that point. If no materials were purchased and no work was carried out, the client will not be charged anything over their non-refundable deposit.

Cancellation can initially be received by telephone, but Leaff must receive written notification of the cancellation from the client within 7 working days of the instruction. Leaff will not be able to remove a project from its schedule to accommodate other work until this written consent has been received, and so if the client does not supply this to Leaff within the 7 days, the client will be liable to pay any reasonable losses and costs that Leaff suffers.

All invoices are due for payment within 14 days of the date of invoice. Leaff will always work in the best interest of the client, and expects the client to work as fairly with Leaff. Leaff will not exercise leniency with payments, and if a payment exceeds the 14 days grace, Leaff will send the invoice to a legal third party. The client agrees to be liable for any legal costs incurred by Leaff in recovering payment, in respect of any unpaid invoices. Any bank or other charge incurred by Leaff as a result of a bounced or dishonoured cheque or other payment method, will also be invoiced to the client.

Payments may be made to Leaff by bank transfer.

OUR PRIVACY POLICY

Leaff is committed to protecting clients' privacy, and will only use the information gathered about a client lawfully, in accordance with the Data Protection Act 1998.

Leaff will collect information such as a client's name, address, email address and phone number/s, which will be accurate and up to date. This information will be used to process orders, for general correspondence, and to provide the client with the best possible service. All information will be held in a secure system, in accordance with the law. A client can check the information that is held for them by emailing Leaff. If the client finds any inaccuracies they are urged to inform Leaff as quickly as possible to allow for prompt amendment.

CHANGES TO OUR TERMS & CONDITIONS

As Leaff grows and develops, rates may change, and these terms and conditions may need modification. Leaff reserves the right to make any changes to these at any point and without notification. Clients are however bound to the terms and conditions and rates that they approve on their quotation. Returning clients are advised to check the terms and conditions and rates for changes, rather than relying on what they last signed for.

These terms came into force on the **06/06/17** and apply to all orders made on and after **08.00** on that day.