

Terms of Business:

- The services I offer are based on my personal professional skills, experience and resources in the field of graphic design, website design and development, marketing and publicity.
- I do not sub-contract services on behalf of my clients. I may however (at my discretion) effect professional introductions and/or offer advice and guidance to assist clients in making their own informed choices concerning matters such as website hosting, print production, sign manufacture, etc.
- I reserve the right to request a non-returnable commitment payment – of a minimum of 33% of any agreed commission budget – before I will start creative or consultancy work (other than preliminary/introductory discussions). Commissioned work will not be scheduled for production until commitment payment funds are confirmed as 'cleared' by my bank.
- In the event that a client requests anything which may result in the total fees for a commission exceeding the agreed budget I will advise this accordingly before proceeding. I reserve the right to request interim commitment payment(s) to confirm agreement that a project may go 'over-budget' and that this outcome is at the client's informed request.
- I do not offer extended payment terms. My fees become due and payable, in full, on sign-off of final proofs by the client. This particularly applies to material which I pass to other parties for completion or production; also, to websites which will only be published (made available for public access) once payment is received. Final balances will only be accepted as paid on confirmation by my bank that funds are 'cleared' – I therefore encourage clients to pay using online banking or bank transfer to speed this process. Proofs will be in either PDF or online form as applicable to the media.
- In the event that I do not receive payment for work I do as part of a commission (whether in whole or in part) I reserve the exclusive rights to any designs, concepts, proposals or other material produced.
- I will provide initial visuals and proofs throughout the creative process and whilst I will take all due care to ensure these are as correct and accurate as possible responsibility for checking and approving content rests with the client. I may not be held liable for errors or omissions discovered 'after' a piece of work has been approved or in the event that final proofs is not checked and authorised for production/publication by the client.
- I will always endeavour to meet agreed deadlines however I may not be held liable for delays in completion or publication resulting from the delayed arrival of resources or information I require from clients, their nominees, suppliers or circumstances which are beyond my control.
- Websites and Search Engine Optimisation (SEO): Please do not ask me to give any undertakings concerning Search Engine page ranking for websites. I will use my best endeavours to ensure that, at publication date, all websites I produce comply with the most up-to-date 'standard' SEO guidelines published by Google. Search Engine page ranking, other than where enhanced by Search Engine advertising or affiliate programs, is determined by Search Engine providers themselves based on a variety of highly secretive, complex and constantly changing criteria. Enhanced SEO is not included in any website design and publication price I offer unless this is specifically stated.
- **Privacy (GDPR compliance)**
Any personal data supplied to me for whatever reason will be treated as confidential and: 1) will be securely stored; 2) will never be revealed or shared with any third party or parties without appropriate permission; and 3) will be irrevocably deleted (or shredded in the case of hard copy) after such data has served its purpose – the only exception being where retention is required to fulfil the needs of an ongoing client-relationship or my accounting or other legal obligations.

In the event that I am instructed to create a service or application intended to collect or process personal data I may not be held responsible for any consequential loss, damages or any other liability once the service or application is handed over to the commissioning client.