



Terms and Conditions

www.andycheeseman.com/terms

Summary

The **client** (*you, your, yourself*) is the individual, company or organisation that commissions the services of **CHEESEMAN** (*us, we*), a trading name of Andy Cheeseman.

These terms and conditions are a contract, between yourself and CHEESEMAN.

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong.

In this contract, you won't find any complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret. What we do want, is what's best for both parties, now and in the future.

What do both parties agree to do?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us everything we need to complete the project as and when and in the format we need it. You'll review our work, provide feedback and approval in a timely manner. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

Us: We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavour to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

At any stage, if you change your mind about what you want to be delivered, or are not happy with the direction our work is taking. You'll pay us in full for the time and resource we've spent working with you until that point and terminate this contract.

Revisions and Delivery

You'll have multiple opportunities to review our work at sign off points, and to provide feedback.

We don't want to limit your ability to change your mind. The price at the beginning of each project is based on the length of time we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem, as we can provide a separate estimate for that.

All our deliverables are provided in a format that we feel best reflects your needs both now and into the future. However given the fast changing nature of media production; formats change and new standards are constantly being developed. As such, all our deliverables are provided as is.

Feedback will be provided via e-mail, unless otherwise agreed.

Video Production

We use industry standard equipment and software to create video that is ideal for the web. We work through the following process and sign off points; to digitally deliver a YouTube optimised, 1080p HD MP4 video file.

1. Creative consultation. **SIGN OFF.**
2. Asset collection, filming and editing.
3. Full length preview. **SIGN OFF.**
4. Second round of editing.
5. Final tweaks. **SIGN OFF.**
6. Digital delivery.

Graphic Design

We create bespoke graphic designs that are uniquely customised for you. We use the following process and sign off points; to digitally deliver in a usage appropriate format. We always suggest getting a test print from your print provider.

1. Creative consultation. **SIGN OFF.**
2. Asset collection, content creation and art-working.
3. Initial preview. **SIGN OFF.**
4. Second round of editing.
5. Final tweaks. **SIGN OFF.**
6. Digital delivery.

Logo Development

We create professional and clever logos that are uniquely customised for you. We use the following process and sign off points; to digitally deliver in a usage appropriate format. We always suggest getting a test print from your print provider.

1. Creative consultation. **SIGN OFF.**
2. At least 6 initial sketches to choose from. **SIGN OFF.**
3. Chosen design creation and review. **SIGN OFF.**
4. Final tweaks and approval. **SIGN OFF.**
5. Digital delivery.

Your logo will be rendered in black, white, and full colour versions. You will also receive the following items, as in a zip file.

- 1) General use transparent PNG's (websites, documents).
- 2) Professional use EPS files (signage, embroidery).
- 3) Social media square (Suitable for Facebook etc').

Website Development

We create bespoke websites that are uniquely customised for you. Unless otherwise noted, we use the following technologies and sign off points; to digitally deliver your website.

- A. Wordpress Backend.
 - B. Customised Divi Responsive Theme.
 - C. Page Builder Functionality.
 - D. Backup Solution.
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- 1. Creative consultation. **SIGN OFF.**
 - 2. Asset collection, content creation and art-working.
 - 3. Live site development and customisation.
 - 4. Review and Refinement. **SIGN OFF.**
 - 5. Credentials handover. **SIGN OFF.**

Bundled plugins, themes and components are not for reuse or resale; and whilst you will be provided with a backup solution, you are fully responsible for maintaining an offline backup of the website.

Hosting and domain services are your sole responsibility. We can recommend providers if you don't already have one. You will need to provide us with the necessary credentials to get access to the hosting.

Copyrights

First, you guarantee that all elements of text, images, videos or other artwork you provide are either owned by your good selves, or that you have permission to use them.

Where, for educational purposes, excerpts from copyrighted material are used; you may not publish, distribute or record the delivery of such items. You assume all liability for the use of such copyrighted material.

Then, when the closing payment has cleared, copyright will be automatically assigned as follows:

- You'll own the visual elements that we create for this project. We can give you source files and finished files on request and you should keep them somewhere safe as we're not required to keep a copy. These can be provided at additional cost. You own all elements of text, images and data you provided, unless someone else owns them.
- We'll own the unique combination of these elements that constitutes a complete design, and we'll license that to you, *exclusively and in perpetuity* for this project only, unless we agree otherwise.

Some More Information

Asset Provision

You should supply logos and similarly managed assets in an editable, vector format (EPS, AI, SVG). You should supply photographs in a high-resolution, ideally lossless, digital format (PNG, BMP, JPEG). You should supply video files in a high-resolution, ideally lossless, digital format (MP4, MOV). Supplied via DropBox or similar service. We can get content from a range of sources, including DVD's and external hard drives at additional cost.

Public Liability and Professional Indemnity

We have full public liability insurance to the value of £1,000,000, and professional indemnity cover to the value of £250,000.

Stock Content

If you wish to buy stock content (i.e. photography, videos, music), we can source this material for you at cost.

Project Estimates

We estimate work on a 'project by project' basis, transparently, by estimating the time required. We measure time in days and half-days. A working day constitutes 7 hours.

Portfolio Usage

We love to show off our work and share what we've learned with other people, so we reserve the right to display and link to your project as part of our portfolio.

Standard Daily Rate, Subscriptions and Retainers

All work that is not on a subscription or unretained, will be charged at the standard daily rate.

- **Standard Daily Rate** - £320 per day.

Subscriptions allow clients to reduce the daily rate, by committing to a certain amount of work within a set period.

- **15 Day Subscription** - 15 days work, at £288 per day (10% off). 3 months usage.
- **30 Day Subscription** - 30 days work, at £256 per day (20% off). 6 months usage.

To take advantage of a subscription, it must be paid for upfront and noted on each applicable project estimate. Subscriptions must begin within 1 month of purchase, and can only be utilised within the subscription usage period. Surcharges remain applicable.

Retainers may be agreed with clients on a case by case basis. Our retainers are usable and not simply a holding fee. Surcharges remain applicable.

- **Retainer** - Unique offering as detailed on retaining invoice.

Additional Resource

Additional work requested above and beyond the scope of an invoice, will be charged at the following rates.

- **Standard Daily Rate Additional Resource** - £320 per day.
- **Subscription Additional Resource** - Locked in at the subscribed daily rate.
- **Retainer Additional Resource** - As noted on the invoice, else the standard rate.

Any overages will be mutually agreed and invoiced accordingly.

Transport Surcharge

Our work often brings us on-site with clients and contributors. In these situations, we seek to secure the most suitable and economical means of transport.

When noted in the invoice, a travel surcharge will have been made. Car journeys are calculated at 55p per mile. Other modes of transport are charged at cost.

Accommodation Surcharge

When our schedule dictates, we look to arrange overnight accommodation. We seek to secure the most suitable and economical accommodation; and charge at cost.

Priority Rush Surcharge

When noted in the invoice, for time sensitive bookings with less than 40 days notice, we pass on the additional costs incurred. For example; the cost of transport, equipment and accommodation increases the closer you get to production. This cost is subject to increase before the initial payment is received.

To help with this, we offer free consultation and can help plan and schedule your media spend in advance, should you wish to avoid these charges in the future.

Ethics Code

We reserve the right to decline projects that discriminate by age, gender, sexual orientation, race, disability or belief. All projects are subject to our approval and ethics code.

Legal Stuff

We can't guarantee that our work will be error-free, so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

If any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

You can't transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed.

We reserve the right to update these terms and conditions from time to time. This agreement is bound by the terms and conditions in place at the time of invoicing.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English and Welsh courts.

Estimates, Invoices and Acceptance

Estimates are valid for 30 days. Invoices are to be paid in line with their noted payment terms. Once expired, projects must be re-estimated or re-invoiced.

Payment indicates your acceptance of these terms and conditions, and acceptance of entering into this contract.

When noted on an invoice, we require a further signed project outline to be returned to us. This document will be provided to you digitally.

Payments

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. So you'll agree to stick to the following payment schedule.

- **Initial Payment** - 50% of total amount. This is to clear before any work can begin.
- **Closing Payment** - Remaining 50% of total amount. This will take place after the final sign off, but before any asset handover and copyright transfer.

Payments are to be made in GBP, via bank transfer (unless otherwise stated), to the following account.

Bank: Barclays Bank PLC
Name: A P Cheeseman
Sort Code: 208218
Account Number: 83268489

*This document was last revised on 12/05/2018.
See www.andycheeseman.com/terms for the latest version.*