

Terms & Conditions

December 2021

This document (together with the documents referred to on it) tells you the terms and conditions referring to our digital, strategic and creative services.

Please read these terms and conditions carefully, by accepting a proposal from us, you indicate that you accept these terms and conditions and that you agree to abide by them.

Information about us

Mont Studios Limited referred to as Mont is a company registered in England and Wales operating with the company number: 12369266. The registered and operating address is Units 8 & 9, Parsons Court, Welbury Way, Newton Aycliffe, DL5 6ZE.

We operate our website on the domain of <https://wearemont.com> and all digital correspondence will come from that address only. All prices quoted exclusive of VAT although and if applicable will be subject to a 20% HMRC charge which will be outlined in your proposal document.

1.0 Intellectual Property

1.1 All work is carried out by Mont on the understanding that the client has agreed to the Terms & Conditions.

1.2 Copyright is retained by Mont on all design work including words, graphical documents, designs, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

1.3 If a choice of design is presented, only one solution is deemed to be given by as fulfilling the contract and the remaining designs are the property of Mont, unless agreed in writing that this arrangement has been changed.

2.0 Process

2.1 We sometimes provide estimations in person, via phone communication or via social media interaction. These are an estimated price and are not official quotations. Only an official quote from our accounting system or a proposal document issued by us is deemed an official quotation.

2.2 At the time of receiving a quote or proposal, Mont will provide the customer with an official document via electronic notification with an expiry date set 30 days from leaving our system.

2.3 We accept approval of a quote or proposal to commence work via electronic notification or verbal agreement from the customer.

2.4 Acceptance of a quote or proposal differs depending on the service(s) you have taken out with us. Please refer to points 2.4.1 and 2.4.2.

2.4.1 When commencing a project with us relating to Digital Services including but not limited to Web Design, Software Development or Development Services you are deemed as accepting the Terms & Conditions at the point you make the first payment for the project or agreeing to the Terms & Conditions when filling out our onboarding form on our website.

2.4.2 When commencing a project with us relating to Creative or Strategic Services including but not limited to Branding, Print Design, Graphic Design, Strategic Workshops or Consultation you are deemed as accepting the Terms & Conditions at the point you give us written confirmation via email or by agreeing to the Terms & Conditions when filling out our onboarding form on our website.

2.4.3 When commencing a project with us relating to Print services including but not limited to print supply, you are deemed as accepting the Terms & Conditions at the point you give us written confirmation via email or by paying for the service.

2.5 Larger projects have an estimated delivery date in the proposal document. This date is based on optimum studio availability and receiving the relevant information from you at the time we require it. This date is an estimation and should not be used as deadline to plan external events or marketing. We will not be liable for any project overrunning the estimated delivery date.

2.6 We schedule our projects using a calendar based system. As you move through the project we will book the relevant time in with the

relevant team members to fulfill that project. We may change these slots to suit other business needs which may cause delays to the estimated timeline.

3.0 Design & Charges

3.1 Charges for our services and third party content if applicable will be provided by Mont in a quotation or proposal that is provided to the customer.

3.2 The hourly rates for work carried out by Mont are as follows;

Creative Designer - £65.00 Per Hour
Level 1 Developer - £35.00 Per Hour
Level 2 Developer - £65.00 Per Hour
Lead Consultant - £105.00 Per Hour

3.2.1 Each service provided by Mont is bound by a different rate listed above in section 3.2. Some projects may require a variation of the service rates above, which then forms the estimated cost for us to create a quotation or proposal relevant to your project.

3.3 Larger creative projects with a cost of over £500.00 may be subject to a non-refundable deposit payment for us to begin the work. This will be done at Mont's discretion and project will not commence until the deposit amount has been paid in full.

3.4 The remaining balance of any project will become immediately due once we have;

3.4.1 Completed the design work as per the proposal or quotation relating to design services.

3.4.2 Launched the digital project as per the proposal or quotation relating to digital services.

3.4.3 Supplied the print materials as per the proposal or quotation relating to print services.

3.5 All work provided to the customer by Mont is under copyright and ownership of Mont until the final balance has been paid in full.

4.0 Files & Formats

4.1 Included in the price quoted are the files relating to the final outcome as agreed in quotation or proposal.

4.2 Core design files in the format of; .indd, .psd and .ai are not included in the price. We retain the right to these files and may charge to release these to the customer unless agreed elsewhere.

4.3 We retain copies of the work created by Mont for a limited period of time. Should you lose or delete the original files or assets relating to your project, we may be able to provide a backup. If we still have your files available, there may be a charge to recover them.

5.0 Additional Charges

5.1 Additional work outside the quotation or proposal will be subject to a separate quotation or proposal and acceptance by the customer.

5.2 All additional work carried out by Mont is subject to the standard charge set out in clause 3.2.

6.0 Payment

6.1 All invoices by Mont will be sent via electronic notification to the contact person you have listed during your onboarding process. The invoice will be dated the day it has been issued.

6.2 All invoices will be due 30 days from the date of issue but no work will be scheduled or carried out until the balance of that invoice has been cleared.

6.3 Invoices which remain outstanding for 60 days after the date of issue, will incur an administrative late fee of £50.00 and 2% of the outstanding balance per month.

6.4 We accept payments via BACS transfer, online payment services and Cheques made payable to Mont Studios Limited.

6.4.1 Customers paying by cheque must allow 5 days to clear our systems in accordance with the invoice due date.

6.4.2 Returned cheques will be subject to an additional fee of £50.00. We reserve the right to consider an account to be in default in the

the event of a returned cheque.

6.5 Overseas customers will be quoted and charged in GBP. Mont takes no responsibility in the fluctuation of international exchange rates.

7.0 Default

7.1 An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque.

7.2 Mont shall be considered entitled to remove the customer's materials from any and all of its computer systems if found to be in breach of its privacy policy or the account is in default.

7.3 Removal of the materials stated in clause 7.2 does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Mont reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

8.0 Copyrights & Trademarks

8.1 By supplying text, images and other data to Mont for inclusion in the customer's project, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, rightful copyright or trademark owner.

8.2 Any artwork, images, or text supplied and/or designed by Mont on behalf of the customer, will remain the property of Mont and/or its suppliers until the final balance has been paid.

8.3 The customer may request in writing from Mont, the necessary permission to use materials (for which Mont holds the copyright) in forms other than for which it was originally supplied, and Mont may, at its discretion, grant this.

8.4 By supplying images, text, or any other data to Mont, the customer grants Mont permission to use this material freely in the pursuit of the design, promotion or exposure.

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

9.0 Alterations

9.1 Alterations are charged at the standard rates set out in clause 3.2.

9.2 The customer agrees that for all best efforts are met when building a creative brief, we do not take responsibility for providing an outcome outside the customer's expectation due to withholding information and/or altering the original brief during the project.

9.2 Any alterations not stated inside the quotation or proposal are subject to clause 5.1.

9.3 The customer also agrees that Mont holds no responsibility for any amendments made by any third party, before or after a project is completed.

10.0 Licensing

10.1 Any design, copywriting, drawing, idea or code created for the customer by Mont 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 Mont and any of its relevant sub-contractors.

10.2 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. Mont will not be held responsible for any and all damages resulting from such claims.

10.3 Mont is not responsible for any loss, or consequential loss, non-delivery of products or services of whatever cause. The customer agrees not to hold Mont responsible for any such loss or damage. Any claim against Mont shall be limited to the relevant fee(s) paid by the customer.

11.0 Data Formats

11.1 The client agrees to submit data in compliance with our Terms of Use policy.

11.2 The customer agrees to provide Mont with content in an acceptable format and make reasonable efforts to be as consistent as possible.

11.3 Mont will not be held responsible for any image quality issues which is later deemed to be unacceptable by the client and it will not be held responsible for the quality of any images which the client has supplied.

11.5 Additional expenses may be incurred for any necessary action agreed by Mont and the client including, but not limited to, photography, art direction, photography searches, media conversion, digital image processing, data entry, colour correction and alteration of images subject to clause 5.2.

12.0 Project Duration

12.1 Any indication given by Mont of a project's duration is to be considered by the customer to be an estimation. Mont cannot be held responsible if any project over-runs, whatever the cause.

12.2 The estimated project duration is based on the project starting within 30 days from the quotation or proposal. Delays in onboarding, payments and content will adversely affect that date.

12.3 Mont will not take responsibility for the timeline being changed due to the customer altering the brief or making additional requests during a project.

12.3 The customer accepts that the estimated timeline is based on both parties providing all assets in compliance with clause 11.1 and 11.2 in a timely and consistent manner.

13.0 Project Completion

13.1 Mont considers a project complete upon payment of the final balance or when a digital project is released.

13.2 Additional services such as printing, on-going advertising and retainer contacts are deemed to be completed upon accepting payment on the next billing period.

14.0 Design Credits & Data

14.1 The client allows Mont at its discretion to use the work produced and their branding on Mont's website, social media channels and print materials for the uses stated in clause 8.4.

14.2 Mont reserves the right, even after project completion to place a small link in the footer of the website claiming the design credit unless agreed in writing in advance. Removal of this link may result in an administrative charge and termination of any ongoing work.

14.3 While a customer is considered 'active', we may use analytical tracking to learn more about your project after launch to improve both our service and yours. You are fully entitled to access this data at any point and we do not use it for any other purpose in line with our privacy policy.

15.0 Rights & Refusal

15.1 Mont reserves the right to choose their clients based on their product or service and refuse submitted material without reason.

15.2 Mont reserves the right to not promote, share or use any text, images or other data which it deems to be immoral, offensive, explicit, obscene or illegal.

15.3 All advertising material must conform to the standards laid down by the relevant advertising standards authorities to which Mont takes no responsibility in.

15.4 Any images and/or data that Mont includes in the work produced in all good faith, and subsequently is discovered to be a contravention to such Terms and Conditions, the customer is obliged to allow Mont to remove the contravention at their cost as stated in clause 5.2.

16.0 Cancellation

16.1 Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Mont will need formal notification in writing to the company's postal address. The client will then be invoiced for all work up until that point and any additional changes they have occurred over the project.

16.2 The balance of monies due must be paid within 30 days and is bound by the terms stated in clause 7.1, 7.2 and 7.3.

16.2 If the client is on a retainer contract the client must wait for the term of the contract to expire or buy out the remaining hours of the contract at the agreed retainer rate. This does not affect your statutory rights.

17.0 Disclaimer

17.1 Mont makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies.

17.2 Mont will not be held responsible for any and all damages resulting from products and/or services it supplies.

17.3 Mont 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.

17.4 The customer agrees not to hold Mont responsible for any such loss or damage. Any claim against Mont shall be limited to the relevant fee(s) paid by the customer.

17.5 Mont 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.

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

17.7 Mont and its clients agree to comply with Terms and Conditions displayed on the website.

18.0 General

18.1 These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Mont reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

19.0 Acceptance

19.1 Placement of an order for any creative service offered by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at <https://wearemont.com>.