

**This document (together with the documents referred to on it) tells you the creative terms and conditions referring to our creative services of branding, graphic design, strategy & communication and advertising & marketing.**

**Please read these terms and conditions carefully, by purchasing one of the above services 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 of our proposals are excluding VAT and if applicable are subject to a 20% HMRC charge.

## 1.0 INTELLECTUAL PROPERTY

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

**1.2** Copyright is retained by Mont on all design work including words, 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 provide estimations in person, via phone communication and social media interactions, these are an estimated price and are not official quotations.

**2.2** At the time of a quotation 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 quotation or proposal to commence work via electronic notification or verbal agreement from the customer.

**2.4** Once we have received payment from the customer we book an allocated time slot in the studio for the work to commence. Each job is based on a queue system and under no circumstances will jobs jump others.

**2.5** We schedule our projects using a comprehensive system, once an allocated time slot has been fulfilled should any further amendments or work be required it will go back to the beginning of the queue process as stated in clause 2.4.

## 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** We have a standard hourly charge of £65.00 for all work carried out unless the customer has a retainer contract in place.

**3.3** At the time of the customer's acceptance of a quotation or proposal as stated in clause 2.3 a non-refundable deposit on all projects over £400.00 will become due.

**3.4** Work on projects exceeding the amount stated in clause 3.3 will not commence until the deposit amount has been paid in full.

**3.5** The remaining balance of any project will become immediately due once we have completed the work unless a the customer has a retainer agreement with us in place.

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

## 4.0 FILES AND 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** Where applicable we retain copies of all work carried out by Mont along with third party assets and content if applicable. Should you loose or delete the original files we can provide you with a new version and we may charge to recover these files.

## 5.0 ADDITIONAL CHARGES

**5.1** Additional work requested by the client not stated in the quotation or proposal will be subject to a separate quotation or proposal.

**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 payment requests by Mont will be sent via electronic notification in the form of an invoice. Upon receiving the invoice, the total amount will become due.

**6.2** Accounts which remain outstanding for 30 days after the date of invoice, will incur an administrative late fee of £30.00 and 2% of the outstanding balance per month.

**6.3** We accept payments via BACS transfer, Chip and Pin, Pay-by-Phone, Cash and Cheques made payable to Mont Studios Limited as stated on the bottom of the invoice.

**6.3.1** Customers paying by cheque must allow 5 days to clear our systems in correspondence with the invoice due date.

**6.3.2** Returned cheques will be subject an additional fee of £50.00. We reserve the right to consider an account to be in default in the event of a returned cheque.

**6.3.3** If you are paying using our Pay-by-Phone and/or Chip and Pin service American Express and Credit cards are subject to a 2.5% charge.

**6.4** Overseas customers will be quoted and charged in GBP. Mont take 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 material from any and all of it's computer systems if found to be in breach of it's 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 it's 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 AND TRADEMARKS

**8.1** By supplying text, images and other data to Mont for inclusion in the customer's design, 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.

**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 it's 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.

**8.6** Should Mont, or the customer supply an image, text, audio clip or any other file for use in a multimedia presentation, print item, exhibition, advertisement, branding project 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 Mont to remove and/or replace the file.

## **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.

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

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

## **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 design 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 stated in the quotation or proposal should be deemed to be from the date that cleared funds are received by Mont for the initial payment in accordance with our booking system stated in clause 2.4 and 2.5.

**12.3** Mont will not take responsibility for the timeline being change 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.

**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**

**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.

## **15.0 RIGHTS AND REFUSAL**

**15.1** Mont reserve the right to chose their clients based on their product or service and refuse submitted material without reason.

**15.2** Mont reserve 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 take 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>.