



Underdog Design General Terms and Conditions of Sale

Client: The person or entity to whom the estimate is addressed
Designer: Nicholas Paul Lauria trading as Underdog Design

Payment

All invoices are payable within 14 business days of receipt. The grant of any license or right of copyright is conditional on receipt of full payment.

Default in payment

The Client shall assume responsibility for the costs met by the Designer in collection of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

Estimates

All estimates are valid for 30 days. The fees and expenses shown are an estimate based on the information provided by the Client at the date of issue. The Designer reserves the right to alter the amount payable due to changes in third party charges or circumstances that are unforeseen or outside the Designer's control. Any charges of a substantial nature will be discussed with the Client prior to the commencement of any additional work.

Estimates are exclusive of any freight or courier charges required for the delivery of any goods unless otherwise specified.

Estimates are based on the Client supplying material (including acceptance or amendment of artwork) to the Designer on time. The Designer reserves the right to charge an additional amount for inadequate materials supplied to the Designer, material supplied late or any corrections required including those requested by the Client.

Changes

The Client must assume that all additions, alterations, changes in content, layout or process changes requested by the customer, will alter the time and cost.

Production of goods

50% of the total amount is required prior to the commencement of any production by a third party. Production proofs will not be supplied to the Client unless specified in the estimate.

The Designer is not responsible for any errors in production if any goods are printed with the Client's approval, the Client seeks a supplier of their choice or changes are communicated orally.

The Client acknowledges that different paper, substrates, equipment and ink may cause a variation in colour and finish and such variation will not derogate from the goods being acceptable.

Website testing

If the project includes HTML or CSS templates, the Designer will develop these using valid HTML5 markup and CSS3 for styling. The Designer will test these in current versions of all major browsers including those made by Apple, Microsoft, Google, Mozilla and Opera. The Designer will test to ensure that all pages will display visually in a similar, albeit not necessarily an identical way, in browsers that are still commonly used but are past their sell-by date, for example Microsoft Internet Explorer 10 for Windows.

The Designer will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 7, 8 or 9 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox, Google Chrome or Opera unless otherwise specified.

If the Client requests these templates to show the same or similar visual design using old or abandoned browsers, the Designer reserves the right to charge for any additional time spent testing and altering the templates.

The Designer accepts no responsibility for any functions or visual elements contained in a website or part thereof that do not function or display correctly due to changes made by browsers or third parties after the completion of the project.

Content submission

The Designer is not responsible for writing or supplying any text copy or photographs unless otherwise specified. The Designer reserved the right to charge for any substantial input into written content, stock photography supplied or photographs taken at the Client's request.

Accuracy of information

The Client is responsible for the accuracy of all information supplied to and created by the Designer once an artwork approval is submitted. The Designer accepts no responsibility for any losses, damages, costs or expenses as a result of the inaccuracy of any information.

Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, and expenses already incurred, shall be paid by the Client. Cancellation fee is a percentage based on the time estimate for the entire job.

Intellectual property and rights

The Client acknowledges that all intellectual property and rights associated with all works created by the Designer remains the property of the Designer.

Ownership of the goods does not pass from the Designer to the Client unless otherwise specified by the Client and payment is made in full for the goods and all monies owing to the Designer.

If intellectual property has been requested by the Client and payment has been made to the Designer in full, ownership of all text content, artwork, photographs and visual elements created for the project is transferred to the Client. Ownership of HTML markup, CSS styling and other coding remains property of the Designer and is licensed to the Client for use only on the project it was created for unless otherwise specified.

Releases

The Client shall indemnify the Designer against all claims and expenses, including legal fees, due to the uses for which no release was requested in writing or for uses that exceed authority granted by a release.

Competition and Consumer Act

The terms and condition stated here incorporate the Competition and Consumer Act 2010.

Code of Fair Practice

The Designer warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned form third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Designer has full authority to make this agreement; and that the work prepared by the Designer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Designer's product that may infringe on the rights of others. The Client expressly agrees that it will hold the Designer harmless for all liability caused by the Client's use of the Designer's product to the extent such use infringes on the rights of others.

Limitation of liability

The client agrees that it shall not hold the Designer liable for any incidental or consequential damages that arise from the Designer's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Designer or Client, any client representatives or employees, or a third party.

Acceptance of terms

The action of the sending and receipt of this agreement will hold both parties in acceptance of these terms. The Designer as sender and the Client as recipient will acknowledge acceptance of these terms either through the transfer of a signed copy of these terms by physical or electronic means or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding.