

Ian Kirkwood Design – Standard Terms and Conditions

1. Ordering

A written purchase order is required before work can begin. A written acknowledgement of your order will be sent to you by e-mail or other means.

2. Non-UK Clients

First-time non-uk clients must pay a 50% deposit.

3 Copyright

Ian Kirkwood Design retains ownership of copyright in the design or illustration unless otherwise agreed. If the client insists on owning copyright the fee will be substantially more.

4. Payment

Full payment will be made within 30 days of the date of invoice. Rights as agreed are not granted until payment in full has been received by Ian Kirkwood Design.

5. Delivery

Ian Kirkwood Design can only keep to agreed delivery dates if necessary reference material is supplied and the visuals passed without delay. The client is responsible for the clearance of copyright of any reference material supplied for use by Ian Kirkwood Design.

6. Cancellation

If the work is cancelled a proportion of the design fee will be payable according to the amount of work done. If the work is rejected at the visual stage the client will pay one third of the agreed design fee plus agreed expenses. If the finished work is rejected the fee is negotiable but will not be less than half the agreed fee. If Ian Kirkwood Design has followed the brief correctly the full fee is payable. If a rejection fee (anything less than the full fee) is paid the client has no right to use any part of the work, which remains the property of Ian Kirkwood Design.

7. Alterations

Ian Kirkwood Design asserts its moral right to paternity and integrity. The client may not alter the work without the agreement of Ian Kirkwood Design.

8. Promotional Use

Ian Kirkwood Design has the right to use the work for self-promotion.

9. Copies

The client will supply 3 proofs or printed copies of the work where applicable.

10. Expenses

Expenses such as the cost of couriers may also be charged to the client.

11. Business

Future business between the client and Ian Kirkwood Design shall be conducted on these terms and conditions unless otherwise agreed.

12. UK Customers

For UK customers, these terms and conditions are governed by the law of Scotland and may not be varied except by agreement in writing. The parties hereto submit to the non-exclusive jurisdiction of the Scottish Courts.