



1. **Price variation** Fee estimates are based on the agreed scope of work and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such work.
2. **Design and Artwork** AW Creative will produce concept designs at the outset of the project for an agreed range of graphic areas to show the general feel and look proposed for the graphic content. Concept designs are to be approved and signed off by the client before AW Creative will commence the design development of the final graphics.
3. **Text** AW Creative requires all text to be supplied electronically in a Word file and will not accept text supplied that is not clear and legible.
4. **Images** Images are to be supplied to AW Creative digitally at the correct size and resolution (AW Creative will provide the client with the sizes and resolution required before starting final artwork).
5. **Proofs** PDF proofs of graphic design development and artwork will be submitted for clients's approval and AW Creative shall incur no liability for any errors not corrected by the client in proofs so submitted. AW Creative allows for 2 sets of client alterations during design development and artwork of the graphics. If this is exceeded the client will supply a variation order stating the extra works required.
6. **Plans and Drawings** AW Creative will assume all final tender plans/drawings supplied with graphic sizes etc to be correct. If amendments are made that require revised artwork, this will require a variation order which AW Creative will estimate and require approval from the client before commencing with the amendment.
7. **Variations Orders** Variation Orders supplied to AW Creative will be estimated and approved prior to work being commenced.
8. **Site Visits** Travel and attendance on site is to be agreed to by both AW Creative and the client at the outset of each project. Reveal and CRSM allows for 4 days on each project over the period of works (this is included in our fee estimate) – if further visits are required/requested by the client, this will be charged at cost (Return travel from Surrey to Liverpool, expenses + time at our hourly rate).
9. **Administration** Reasonable project administration is included in our fee estimate, based on agreed points of client contact (editor, picture researcher and project administrator) relating directly to the graphic content. Instructions from multiple sources only causes confusion and involves more time spent on the project administration unnecessarily.
10. **Invoicing and payment**
 - (a) Invoicing and payment will be made in stages (based on agreed deliverables) at the outset of the project and agreed to by both AW Creative and the client before work commences.
 - (b) Should the agreed schedule of work or deliverable stages be suspended at the request of or delayed by the client for a period of 30 days AW Creative shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs.
11. **Tax** AW Creative reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.
12. **Liability** AW Creative shall not be liable for any loss to the client arising from delay in transit not caused by AW Creative.
13. **Clients's property** Clients's property and all property supplied to AW Creative by or on behalf of the client shall while it is in the possession of AW Creative or in transit to or from the client be deemed to be at clients's risk unless otherwise agreed and the client should insure accordingly.
14. **Materials supplied by the client**
 - (a) AW Creative may reject any digital files or other materials supplied by the client which appear to be unsuitable. Materials found to be unsuitable during production may incur costs except where any part of such additional cost could have been avoided but for unreasonable delay by AW Creative in ascertaining the unsuitability of the materials then that amount shall not be charged to the client.
 - (b) Where materials are so supplied, AW Creative will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by the unsuitability of materials so supplied or specified.
15. **Insolvency** If the client ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, AW Creative without prejudice to other remedies shall
 - (i) have the right not to proceed further with the contract or any other work for the client and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the client, such charge to be an immediate debt due to him, and (ii) in respect of all unpaid debts due from the client have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as he thinks fit and apply the proceeds towards such debts.
16. **Illegal matter**
 - (a) AW Creative shall not be required to produce any matter which in our opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
 - (b) AW Creative shall be indemnified by the client in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or any other proprietary or personal rights contained in any material produced for the client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
17. **Force majeure** AW Creative shall be under no liability if unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought or failure of power supply. During the continuance of such a contingency the client may by written notice to AW Creative elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
18. **Law** These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.