

# Terms and Conditions

AGREEMENT between, the owner/operator of Rivr Creativ, Alison Tozer (hereinafter referred to as "Rivr Creativ") and You, the authorised representative of "The Client" (hereinafter referred to as "The Client"), for work commencing in the capacity of Freelance Digital Designer, Web Designer, Digital Producer or Graphic Designer. Copyright of all graphic design work is retained by Rivr Creativ including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled. If multiple design concepts are submitted, only one concept is deemed to be given by Rivr Creativ as fulfilling the contract. All other artwork designs remain the property of Rivr Creativ unless agreed in writing.

DESIGN FEES & DEPOSIT – Fees for design services to be provided by Rivr Creativ will be set out in the written estimate or quotation that is provided to The Client. **At the time of The Client's acceptance via email of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 25% of the quoted fee will become immediately due. Work on the project will not commence until Rivr Creativ has received this amount.** Quotations are valid for 30 (thirty) days from the date on the quotation. All prices quoted may be subject to change after this period.

PAYMENT – **Payment by The Client is required within 14 (fourteen) days of receipt of invoice from Rivr Creativ.** Rivr Creativ accepts payment by bank transfer - bank account details will be made available to you when the estimate and invoice is sent.

DEFAULT – An account shall be considered default if it remains unpaid for 14 (fourteen) days from the date of invoice. Rivr Creativ shall be considered entitled to remove Rivr Creativ's and/or The Client's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, design and maintenance, sub-contractors, printers, photographers and libraries. Removal of such materials does not relieve The Client of its obligation to pay the due amount. Client's whose accounts become default agree to pay Rivr Creativ reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

CONFIDENTIALITY – Rivr Creativ agrees not to misuse or disclose any confidential information that may be made available by The Client. **We comply with GDPR regulations and only retain The Client's data for the purposes of completing work for The Client. We will hold data for 7 years to comply with HMRC records in regards to tax.** Each party may receive or have access to commercially or personally valuable technical and non-technical confidential or proprietary information ("Confidential Information") of the other party. Confidential Information includes all information, whether oral or written, relating to the business of a party that is not generally known or available to others, including, without limitation, source code and documentation for software, trade secrets, customer lists, pricing strategies, marketing and business plans, information concerning a party's vendors, and a party's contemplated plans, strategies and prospects. Each party acknowledges and agrees that any Confidential Information received or obtained from the other party will be the sole and exclusive property of the other party and may not be used, disseminated or disclosed except as may be necessary to perform the obligations required under this Agreement or as may be required by law.

ALTERATIONS – The Client agrees that changes required over and above the estimated work, or required to be carried out after acceptance of the draft design, will be liable to a separate charge. The Client also agrees that Rivr Creativ holds no responsibility for any amendments made by any third party, before or after a design is published.

LICENSING – Any design, copywriting, drawing, idea or code created for The Client by Rivr Creativ, 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 Rivr Creativ and any of its relevant sub-contractors. Rivr Creativ cannot guarantee it will retain artwork files indefinitely after the completion of a project. If The Client would like to retain a copy of the artwork files for their records and storage, an additional charge will be invoiced for handover of artwork files.

DESIGN CREDITS – The Client agrees to allow Rivr Creativ to place a small credit on printed material, exhibition displays, advertisements and/or a link to Rivr Creativ's own website on The Client's website if applicable. This will usually be in the form of a small logo or line of text placed towards the bottom of the page. The Client also agrees to allow Rivr Creativ to place all designs on Rivr Creativ's own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

RIGHTS OF REFUSAL – Rivr Creativ will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities.

Rivr Creativ also reserves the right to refuse to include submitted material without giving reason. If, in good faith, Rivr Creativ includes images and/or data that it later discovers contravenes these Terms and Conditions, The Client is obliged to allow Rivr Creativ to remove the contravention without hindrance or penalty. Rivr Creativ is to be held in no way responsible for any such data being included.

DATA FORMATS – The Client agrees to Rivr Creativ's definition of acceptable means of supplying data to the company. Text is to be supplied to Rivr Creativ in electronic format as standard text or Word document (.doc) via email or wtransfer. Images which are supplied in an electronic format are to be provided in a format as prescribed by Rivr Creativ - .jpg, .tif, .psd are preferable. Logos are to be provided as .ai, .eps or .pdf preferably.

ARTWORK APPROVAL, ERRORS AND OMISSIONS – Rivr Creativ will take all reasonable care to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. However, it is considered the responsibility of The Client to check all artwork carefully before final sign off and publishing. As a result, Rivr Creativ is not liable for loss, expense or damage caused by any act or omission once approval from The Client has been received by Rivr Creativ in writing via email.

COPYRIGHTS AND TRADEMARKS – By supplying text, images and other data to Rivr Creativ for inclusion in The Client's brochure or other medium, The Client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with The Client, or rightful copyright or trademark owner. Any artwork, images, or text supplied and/or designed by Rivr Creativ on behalf of The Client will remain the property of Rivr Creativ and/or its suppliers, in which full copyright will be passed to the Client upon receipt of full payment. By supplying images, text, or any other data to Rivr Creativ, The Client grants Rivr Creativ permission to use this material freely in the pursuit of the design and to utilise the designs in Rivr Creativ's portfolio unless agreed otherwise. Should Rivr Creativ, or The Client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, The Client will agree to allow Rivr Creativ to remove and/or replace the file. The Client agrees to fully indemnify and hold Rivr Creativ free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions. The Client agrees to exercise due diligence in its direction to Rivr Creativ regarding preparation of materials and must be able to substantiate all claims and representations. The Client is responsible for all trademark, service mark, copyright and patent infringement clearances. The Client is also responsible for arranging, prior to publication, any necessary legal clearance of materials Rivr Creativ prepares. Rivr Creativ will not be held liable for any legal infringements as a result of artwork being distributed or published under the direction of The Client.

LIABILITY – Rivr Creativ makes every effort to maintain the highest possible work standards, however Rivr Creativ cannot accept responsibility for any loss, expense or liability of any kind incurred whilst preparing work for The Client in a freelance capacity. To the extent permitted by law, Rivr Creativ shall not be liable to The Client or to any third party for any loss or damage arising directly or indirectly in connection with the provision of services. The Client will indemnify and hold harmless Rivr Creativ from and against any claims, costs, expenses, negligence, actions or suits suffered, sustained or incurred by The Client or any third party. This includes, without limitation, interruptions caused by acts of Nature or any other circumstances beyond reasonable control, any lost profits, business interruption, loss of data or otherwise, even if expressly advised of the possibility of such damages.

CANCELLATION – To cancel an order, Rivr Creativ will need to receive a formal cancellation email from The Client. The Client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 14 (fourteen) days.

VARIATION IN TERMS – These terms can only be varied, amended or altered by written agreement between Rivr Creativ and The Client. These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Rivr Creativ reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice. The provision of work, services or products by us is only undertaken on the understanding that you have read and accept these Terms and Conditions in full.

COMMUNICATION – Rivr Creativ's preferred method of communication is by email. Invoices and quotes will be sent by email and shall form a legal document just as if sent by traditional post.

Rivr Creativ 26 June 2018