



Sperm Creative Terms & Conditions

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SPERM – TERMS AND CONDITIONS

INTRODUCTION

This document sets out the terms and conditions between your business and Sperm Creative Limited (herein called “Sperm”) and forms an integral part of any existing and future proposal or other written document or communication between your business and Sperm. The primary purpose of these terms and conditions is to minimize any potential misunderstandings and to clearly state the design and build phases of each project and set out the timings as to when project payments are due.

If any term or condition appears unreasonable this is not our intention. We are very proud of providing good quality customer care and support, and are always striving to improve our services. Your feedback will always be welcome.

DESIGN AND PRODUCTION PROCESS

Sperm will instigate the following design and production processes to ensure the smooth running of your project upon commission.

Stage 1 – brief & project planning

- a director will contact you to discuss the project and determine project goals
- an initial meeting may be requested and is free of charge
- we will then supply you with a written design brief detailing the project aims and objectives
- at this stage we will also request any information / material such as photography and copy required to complete the project
- the project depending on scale may require a schedule detailing key stages with dates
- date of release of the final draft of the project
- date that the final review must be completed by
- date for the release of the project
- all design and production costs

The design brief will be set out in writing and agreed between us. It is essential to the success of each project that both parties commit to keeping to the specification of this brief and that requested material is provided to us on or before the agreed dates.

If for any reason the design brief is amended during a project, this will impact the entire project’s timetable and overall cost. Where this is the case, Sperm will advise you of any cost implications arising from specification changes.

Stage 2 – production

Once you have signed off the design brief, Sperm will begin visual production of your project. This will follow the route below and is standard for all projects and aspects thereof:

- our design team will create the initial concepts for the look and feel in line with the design brief
- after you have reviewed the concepts you provide initial feedback
- the design team then supply you with the second draft of amended designs
- you will then review the second draft of amended designs and provide amends and feedback
- the design team then supply you with your third draft for you to make any minor amends
- the design team then supply you with your final design for you to sign off
- further changes after this stage can be made, but these will then be charged at our standard hourly rate. For further information on our rates, please contact us
- where a project is split into several items such as an identity, brochure and website, the above process is repeated for each project
- once the final project is signed off, it will then be artworked or built as per the agreed schedule

Supplying written copy, photography and other content

Where the supply of written copy, photography or other content by Sperm is not specifically included in writing as being part of our fixed costs to you, it is your responsibility to provide this material to us in good time and before the initial concept stage has been completed by Sperm. As part of the design process, we will advise you in writing of any material or content that we require from you at or before completion of the initial concept stage.



ADDITIONAL PROJECT COSTS

Rush job charge

Any emergency jobs that require us to put on hold existing client work in order to meet exceptional deadlines will incur a 40% additional fee per job. This is to minimise studio disruption and ensure our time is allocated fairly to our clients.

Travel and meeting

First meeting is free of charge. Any additional meetings requested are charged at half our standard hourly rate, unless otherwise agreed. For further information on our rates, please contact us.

Copywriting

Unless specifically included in writing as being part of our fixed costs to you, copywriting is charged at our standard hourly rate. For further information on our rates, please contact us.

Photography

Where stock photography (rights managed or royalty free) and/or library images are used as part of the project, unless specifically agreed in writing by ourselves, the stock photography and library image costs will be charged to you as an additional cost. We will discuss and agree these stock photography and library image costs before committing you to purchasing them.

Printing and print liaison

All of our quoted costs in respect of print based media exclude the cost of printing and our time for obtaining print quotations and liaising with you and the printers. These costs will be invoiced to you in addition to the agreed project costs. If you already have a printer, you will only be charged for print liaison. In this instance, print quotations will be your responsibility.

Training

Unless specifically included in our fixed costs to you, outside of any other payments that are agreed, all training will be charged at our standard hourly rate together with a charge for travelling time.

PAYMENT TERMS

- unless other wise agreed, each design project will consist of two stage payments commencing with a non refundable deposit of 40% with the balance of 60% being payable on completion of each project
- please note that we will not commence work on your project until the 30% deposit payment has been received by us
- unless otherwise expressly agreed in writing by Sperm, our payment terms are strictly twenty days from the date of invoice
- we accept the following payments: standing order, BACs and cheque
- all production costs of any project, such as printing, hosting fees for websites etc. are to be paid in full before commencing work

LATE PAYMENTS TERMS

Sperm strongly recommends that for regular payments to Sperm for hosting, email and site maintenance contracts that these are paid by standing order and timed to be paid before the due date to allow for weekends and bank holidays. Sperm can provide you with a completed standing order mandate at any time.

For one off project payments, Sperm would suggest that these are paid immediately on receipt of the invoice to avoid late payment charges and delays in the work Sperm is carrying out for you. If you have any queries over any aspect of an invoice then this must be raised with Sperm immediately on receipt. However, to avoid this being used as a means of delaying payment, the outstanding invoice must be paid by the due date otherwise it will be subject to the late payment charges.



WEBSITES, EMAIL & SUPPORT

Additional software and hardware

It is your responsibility to ensure that you have the appropriate software, valid software licences and computer hardware that you might need to use or operate any of the services that we provide to you.

Site maintenance

Work carried out on your website will be charged at our standard hourly rate.

Email technical support

If you have a problem with emails and you ask us to investigate the problem, we will happily do so on the understanding that:

- if the problem is not caused by ourselves or our server systems, there will be a charge for the time we have taken in investigating the problem on your behalf
- wherever possible we will attempt to track the cause of the problem, but where the problem is caused by a third party or intermediary that you are using, it is your responsibility to resolve the issue directly with them
- we will investigate email problems that relate to email accounts being hosted on our servers

FTP access responsibilities

If you have been granted FTP access to your site files, it is a condition of this facility that you are responsible for the following:

- keeping your user id and passwords in a very secure place and not divulged to third parties
- do not place files or documents on the server that are not publishable to the public
- backing up your site files since Sperm will not be keeping up to date copies of your site
- any problems with your website are your responsibility

Site setup and maintenance for websites hosted with third party companies

Where we have designed a website or are asked to make changes to a website hosted with another company, we make no warranties that the website will function as you intend it to. If we specifically undertake to design a website or maintain a website that is hosted on specific third party servers, it is on the following basis:

- outside of the cost of the work that we are charging you for the website, our time and costs of dealing with your chosen hosting company is specifically excluded from any of the costs shown in our proposal documents
- you will be charged at our standard hourly rate for any time we spend in dealing with the third party hosting company, including time left holding on the telephone while waiting for meaningful support
- you will be charged for any additional programming time or any other work that is needed to ensure that the website will work and continues to work on the third party servers
- it is your responsibility to set up and renew SSL Certificates with the third party hosting company and to ensure that your domain name is renewed

Domain name registration

If Sperm registers any domain names on your behalf they will be registered in your name or company name and will therefore be owned by you. It is your responsibility to ensure that any fees due in respect of the domain name are paid promptly, otherwise you may lose the right to that domain name.

Domain name and website transfers

If you wish to transfer your domain name or website to another hosting company please see Sperm's current tariff for any charges that may be applicable.

If you decide to host your site with another hosting company, Sperm cannot be held responsible in any way for the future operation of the site or that it operates or functions as Sperm intended once it has been transferred away from Sperm's servers.



COPYRIGHT

It is your responsibility to obtain the copyright permissions for any text, images or other files that Sperm has used in the creation any marketing material (brochure, website etc.) that have not been directly created by Sperm.

Copyright to the marketing material (brochure, website etc.) as published is passed to you once full payment for the work has been received and cleared by your bankers. Exceptions to this are:

- any programming code created or generated by Sperm is to be used by you under licence, but copyright does not pass to you. This licence allows you use of the programming code for the domain name it was created for and cannot be used on any other site or domain whatsoever
- where we create or modify a corporate identity or logo as part of our design process which is not being specifically charged to you then copyright of this corporate identity or logo remains with Sperm and your licence to use this work only applies to the work we have carried out on your behalf
- where material has been created by us but is not used in the final published version of a brochure, printed material or website, this material remains the property of Sperm and copyright of this does not at any time pass to you. This includes any artwork, flash files or files that Sperm has given to you that are not used in the final artworks created for you
- where a member of the Sperm team has shot photography for your project, the copyright to this photography remains with Sperm. You have a licence to use these images in the printed material or website that we have created for you. The copyright and therefore the free use of the photography can be purchased at an agreed cost

An extension of the licences as set out above can be purchased so that they can be used in other areas of your business or marketing material. The copyright to the photography, images and logos can also be purchased from Sperm at a mutually agreed price.

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND OTHER LOSSES

To the maximum amount permitted by law, in no event shall Sperm or its suppliers be liable for any special, incidental, indirect, punitive or consequential damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any other duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use or inability to use your website, hosting, software or any service provided by Sperm or its support services, or the provision of or failure to provide support services, or otherwise under or in connection with any provision of our services, even if Sperm or any supplier has been advised of the possibility of such damages.

It is your sole responsibility to manage all aspects of your website's security in respect of credit card and personal details taken through your website (including, but not limited to, security of details taken through website forms, emails, e-commerce facilities and any person's details that may be held on the website's server).

TERMINATION

Subject to the overriding clauses above and in any other written agreement, you have the right to terminate your contract with Sperm at any time, subject to your providing Sperm with one month's notice and paying any outstanding invoices or accrued work in progress or liability that has not yet been invoiced. Notice will not be accepted or deemed to be effective until outstanding invoices and liabilities for work carried out are paid in full.

Sperm reserves the right to terminate any or all of its services to you without explanation at any time. Where possible, termination of any or all services will be accompanied by one month's notice.

Upon Termination of the contract, refunds will not be given for any unexpired periods of service contracts, services or facilities.

Notwithstanding Termination of the contract with Sperm, you will still be bound by all these terms and conditions including any outstanding liabilities, payment terms, copyright and exclusion of incidental, consequential and other losses.

ACCEPTANCE OF THESE TERMS AND CONDITIONS

These changes are deemed to have immediate effect and apply to current and future contracts and projects that are progress.

Should you wish to vary the terms of this agreement in the future, this must be in writing and our acceptance of any variation must be evidenced in writing. Verbal evidence will not be acceptable. If we cannot reach agreement on any variations you wish to make, we reserve the right to withdraw our services without notice, at which time the terms of this document will remain binding.

