



Terms & Conditions

General, relating to all commissions

All services provided by Magnetic Studio Ltd to the client are subject to the following general terms and conditions.

Definitions:

The Client: The company or individual requesting the services of Magnetic Studio Ltd. Magnetic Studio Ltd: Primary designer/developer & employees or affiliates.

1. Any proposal(s) supplied by Magnetic Studio Ltd shall be deemed to include these terms and conditions and an acceptance of any such proposal or tender shall be deemed to be an acceptance of these terms and conditions.
2. The copyright design rights and all other types of intellectual property right in any proposal and any draft designs shall at all times remain with Magnetic Studio Ltd. Any tender draft or proposal shall be treated as confidential information by the client who shall not divulge nor permit any of its servants, agents or employees to divulge the contents thereof.
3. In the event any proposal is not accepted by the client all copies of the proposal together with any accompanying documentation shall remain confidential.
4. A proposal is deemed to be accepted where agreement is provided either by email, telephone, mail or fax ("the Commission").
5. Any costing or timetable provided by Magnetic Studio Ltd shall be provided on the basis of the Commission shall hold good for 30 days and if not accepted within that period may be subject to review and adjustment by Magnetic Studio Ltd.
6. Any statement by Magnetic Studio Ltd as to the date of completion of the Commission is an estimate only. Magnetic Studio Ltd will use reasonable endeavours to comply with any timetable but will be under no liability to the client or any other person in the event the Commission is not completed by the agreed date. Magnetic Studio Ltd alone shall specify when the commission or any stage thereof has been completed.

7. Any alteration to the Commission agreed between the client and Magnetic Studio Ltd shall entitle Magnetic Studio Ltd to review and adjust any costing or timetable provided to the client.

8. Unless otherwise agreed in writing any costing of the Commission will be exclusive of VAT disbursements and reasonable expenses incurred by Magnetic Studio Ltd. Magnetic Studio Ltd shall have absolute discretion regarding the use of specialist materials or services in completion of the Commission [including (without prejudice to the generality of the foregoing): photography, type-setting, courier services, express deliveries, long distance telephone calls and facsimile transmissions and the client shall fully reimburse Magnetic Studio Ltd for the cost of such items] and may sub-contract such elements of the Commission as it deems appropriate.

9. All fees charges and disbursements shall be paid within 30 days of the submission of Magnetic Studio Ltd's account (unless otherwise agreed) in default of which interest shall accrue on the gross amount of the account so outstanding at a rate of 4% above the base rate of [HSBC Bank Plc] from time to time and Magnetic Studio Ltd reserves the right to stop work on the Commission should any account not be paid. Non payment will result in legal action being taken if necessary.

10. Magnetic Studio Ltd reserves the right to require the client to provide sums on account of the fee for the Commission or any disbursement or to require that the client obtain or provide to Magnetic Studio Ltd any specialist material or service.

11. Magnetic Studio Ltd shall provide such information regarding the amount of costs incurred as the client may reasonably require.

12. Unless otherwise agreed in writing Magnetic Studio Ltd may submit interim accounts for payment notwithstanding that the Commission has yet to be completed.

13. Materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the deliverables including all pre-existing Trademarks and copyright material, shall remain the sole property of Client, and Client shall be the sole owner of all rights in connection therewith. Client hereby grants to Magnetic Studio Ltd a nonexclusive, nontransferable license to use, reproduce, and modify the Client Content solely in connection with the production of the Deliverables.

14. The client warrants that the information given to Magnetic Studio Ltd in the Commission does not infringe any patent copyright or design right; is not information received by the client in confidence from a third party; is not defamatory and does not contravene any act of Parliament any subsidiary legislation any order of any Court or any other restraint and agrees to indemnify Magnetic Studio Ltd against any claim arising from the use thereof in breach of any such matter.

15. The client acknowledges that each Work is created according to its own instructions and Magnetic Studio Ltd makes no warranty as to its quality or suitability for any purpose or compliance with any rules regulations standards or criteria save that the Work will reasonably conform to the Commission. Where pre-production proofs or drafts are submitted for approval to the client the client shall be responsible for the correction of errors or omissions and Magnetic Studio Ltd shall bear no liability whatsoever in respect of any errors or omissions subsequently discovered.

16. Magnetic Studio Ltd shall not in any circumstances be liable for any loss of profit or any consequential loss suffered by the client or by any third party and in any event any claim against Magnetic Studio Ltd shall be limited to the amount of Magnetic Studio Ltd's fees and charges for the Commission. The client shall indemnify Magnetic Studio Ltd against any liability over and above the said amount absolutely.

17. Magnetic Studio Ltd warrants that it has not knowingly infringed any copyright design right or patent in the completion of the Commission and subject thereto the client agrees to indemnify Magnetic Studio Ltd against any claim for infringement of any such right.

18. All Third Party Materials are the exclusive property of their respective owners. Designer shall inform Client of all Third Party Materials that may be required to perform the Design Services or otherwise integrated into the Final Art. Under such circumstances, Magnetic Studio Ltd shall inform Client of any need to license.

19. Where the Commission includes printing by Magnetic Studio Ltd the client acknowledges that due to the nature of the process there may be some non-material variation in colour tone or printing quality. Magnetic Studio Ltd warrants it will use reasonable care and skill in the production of the printed items.

20. Without prejudice to its existing rights Magnetic Studio Ltd may terminate this contract immediately if the client is in default of any term of any contract between Magnetic Studio Ltd and the client or if the client becomes insolvent. Either party may terminate this contract by the giving of two months written notice to the other. Upon such termination the client will pay Magnetic Studio Ltd any fees due, including fees for the period up to the end of the notice, together with any VAT and disbursements and will return all of the Works forthwith.

21. Any goods or chattels supplied by or on behalf of the client to Magnetic Studio Ltd are insured for their replacement value only and the client shall bear the risk of any addition loss or damage from the date of the contract.

22. Nothing in this agreement shall operate so as to create a partnership or joint venture of any kind between Magnetic Studio Ltd and any other person.

23. The client may not assign the benefit of this agreement or any right arising there from in any way whatsoever.

24. On completion of the Commission and payment of all Magnetic Studio Ltd's accounts Magnetic Studio Ltd shall grant to the client a license to exploit the finished version of the works created in connection with the Commission for the purposes specified in the Commission.

25. Magnetic Studio Ltd reserves such rights as are necessary for Magnetic Studio Ltd to use the Works for its archive and/or any advertising of its business (if any).