

Terms and Conditions are subject to change.

Draft images WILL be watermarked, and as such are protected by Copyright Law.

Watermarks will not be present in final approved artwork.

Draft images may NOT be used for ANY other purpose than viewing. They may NOT be copied, edited or distributed to ANY other person or company, other than those directly in negotiation with BAW WITHOUT prior permission from Black Art Works.

To do so will be a BREACH of COPYRIGHT.

Artwork supplied by Black Art Works MAY NOT be used for any other purpose than the original application.

ie artwork for press adverts, packaging, brochures, etc, may not be used for any other project, in part or in full, at any other time.

Charges for artwork, or artwork production, are for just that. Artwork will normally include commercial quality, press ready pdf or eps files. The working files used to create that artwork are not provided to clients at any time, unless prior arrangements have been made.

© Copyright of all draft designs, artwork, graphics and Intellectual Property other than final logo designs produced by BAW remains the property of Black Art Works, unless otherwise stated or agreed in writing.

Full copyright of final logo designs passes to the client when all accounts have been settled in full.

Copyrights and Trademarks supplied to BAW

By supplying text, images and other data for inclusion in a clients website 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.

Drafts or proofs of press ads, brochures, Business Cards etc are sent for approval, for both design and content, including the possibility of typographical errors. It is the clients responsibility to check that there are no errors, and if so, corrections must be advised in writing.

A logo design DOES NOT INCLUDE full branding or design of any other items other than a logo.

If you require other items ie Business Cards, brochures, website, vehicle signage etc they will be designed to compliment your logo (when finalised), and as such will form the “branding” of your business. Each logo can generate a completely different “brand” which will be developed from the characteristics of the individual logo, and the requirements of your business. Complimentary draft

Business Card designs are often provided with a logo design, so the client can see how that branding “could” be developed, should you wish to proceed with any other items.

The client agrees to supply all text and pictures required for the inclusion of any items to be designed.

It is expected that all text supplied has been checked for typographical and grammatical errors, and has been approved by all parties that will have a final say in the sign-off of any items produced. Additional expenses may be incurred for any necessary action, including, but not limited to, photography searches, media conversion, digital image processing and editing, or data entry services. The client agrees that changes and alterations may be made to text and images (with their approval) to improve the design of any items produced (no additional charges for these improvements, this is included with normal design charges).

Websites

The client agrees that they may need to provide passwords and usernames to access domain and web hosting services that are already established, in order to upload or edit existing websites. Complete privacy is assured, no username or passwords will ever be used for any purpose other than that it was supplied for, and only with the permission of the client.

Prices quoted for website design and build refer to regular, basically information only websites. They will normally include custom graphics and navigation. However, if you require a website with specific design principles that requires more time to implement, over and above a regular website, extra charges may apply. Prices quoted do not include Flash animation Headers, Banner Ads or Splash pages, these will be additional extras if required.

Graphics, scripts and code designed, modified or provided by Black Art Works, for any website, can not be used by any future designer/developers if that website is no longer maintained by BAW, unless a prior arrangement has been made.

Repairs to Websites

If a client or an operator assigned by the client (other than BAW) has been given permission to edit or modify a website built or modified by BAW, or the associated cPanel hosting, the client may be responsible for extra charges if they “break” the website or hosting, and require Black Art Works to repair the services to a functional state.

Hosting

cPanel web hosting provided to website clients of BAW will be maintained by BAW, or the client. The client always has full access to their cPanel hosting. If any problems arise with the website or hosting, while BAW is maintaining the website, those problems will be attended to and managed by BAW. If a client retains the cPanel hosting account but engages another party to manage their website, BAW will no longer be responsible for managing or maintaining either the website or the clients cPanel hosting.

Alterations

The client agrees that changes, additions and alterations requested over and above the original brief will be liable to additional charges. If the “brief” gradually “grows”, additional charges may not be indicated at the time, as each small change is often digested and where possible can be absorbed. **BUT**, if a client continues to change the brief, require additional inclusions, alterations etc, this will impact the project's completion time and extra charges will be applied. Corrections, changes to layout, replacement of minor text or images are normally included with any artwork charges, but **adding additional content after the initial brief** can sometimes add significantly to design time and therefore artwork charges.

Prices quoted

Any written quotes provided are valid for 30 days.

Overdue Accounts

If an account becomes overdue (invoices 21 days), BAW retains the right to remove or disable any websites, Email accounts or online material and services provided or maintained for that client. Any costs incurred to retrieve outstanding debts will be payable by the client, along with any outstanding amounts owing. BAW will not be held responsible for any inconvenience or damage incurred by removing or disabling any online material or services. Any future dealings with such clients will be by payment in advance, without exception.

Overdue Web hosting accounts will remain payable through to the next month from when notice is given by the client to terminate the hosting account.

Domain renewals are non-refundable and will not be renewed unless a commitment from the client is received prior to a domain expiry date, to renew a domain.

Black Art Works reserves the right to reject a project or client.

If you would like to discuss any of the above Terms and Conditions outlined above, please feel free to contact Black Art Works:

Telephone +918420243333 / +447024068779 (11am – 5pm IST time only please)

E-mail: info@blackartworks.org