

The following Terms and Conditions apply to all products and services provided by Nicholls Designs:

Project Acceptance

We will provide the client with an estimate for work to be undertaken and Invoice. Once 1st payment is received the work will commence. To proceed with this agreed service, is deemed to be acceptance of our terms and conditions.

Design Charges

At the time of acceptance of the estimate, the client will pay a non-refundable deposit for 50% of the estimate total, this invoice will become immediately due prior to the commencement of work. The remaining 50% of the project costs will become immediately due on the date of invoice, as soon as the project has been completed.

Once the first project has been completed and payment for the invoice/s has been received; any clients requiring our services on an ongoing basis can request to set up an account with us. Account Client invoices are payable within 30 days of submission. If you wish to become an Account Client, please let us know.

Any invoice/s remaining unpaid after their due date will result in work for the client being put 'on hold' until full payment for the invoice/s has been received. All goods, services and intellectual rights remain the property of Nicholls Designs until invoices are paid in full. Under no circumstances can any work produced by Nicholls Designs be used to promote the clients business until invoices are paid in full. We reserve the right to put a website making changes holding page up until full payment on website builds.

We reserve the right to charge interest if a payment is late. This is calculated at 10% the total service cost.

Project Delays & Cancellations

For projects put 'on hold', we will submit an invoice for all work completed to date, or over and above the non-refundable 50% deposit, if required.

For any cancelled projects, Nicholls Designs will submit an invoice for the value of the amount of work completed at the time of cancellation.

Alterations / Authors Corrections

The estimate cost for any project includes for one set of author's corrections. Any alterations after this will be charged at our standard studio rate unless agreed otherwise. Nicholls Designs hourly rate as of 1st January 2020 is £60 per hour.

Additional Services

Any additional services / items requested during the project over and above the project scope as stated in the estimate, will be charged at the hourly rate of £60 or the cost of the items purchased (any costs having been agreed in advance). These costs will be added to the project invoice total. Such services include but are not limited to: copywriting, research, media conversion, digital image processing, data entry services or colour correction.

Text & Images

Finalised text and images are to be provided to Nicholls Designs in a digital format ideally in a Word Document. Images need to be of a quality suitable for use without any subsequent image processing.

Copyrights and Trademarks

By supplying text, images and other data to us, the client declares that they have the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright/trademark owner. The client agrees to fully indemnify and hold Nicholls Designs free from harm in any and all claims resulting from the client in not having obtained all the required copyright or trademark permissions.

Design Credits

The client agrees to allow Nicholls Designs to display any designs or work created for its own publicity and promotional usage. This may take the form of printed materials, exhibitions, displays, advertisements, as well as on our own website. When a client commissions Nicholls Designs to produce a website, they agree to us placing a small credit in the footer with a link to our own site (Built by Nicholls Designs) or (Built by ND).

Search Engine Optimisation

Although the clients site will be optimised for the agreed keywords and phrases, due to the number of considerations that search engines use when determining a site's ranking, we cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Your site ranking will also vary as new sites are added.

Google Advertising

Although the clients Google Ads account will be optimised for the agreed keywords and phrases, due to the number of considerations and competitive nature within PPC advertising, Nicholls Designs can't guarantee the position of the adverts or number of conversions. Nicholls Designs ensures that all our services will be provided using care and skill. In order to improve performance of your account and relevance of the ads, Nicholls Designs may create additional website pages or alter existing webpage content. It's the clients responsibility to ensure any outstanding payments to third parties (i.e Google) are settled and in the unlikely event of charges due to outstanding payments, the client will be solely responsible to settle these charges immediately.

Termination of Service

Hosting, Maintenance, Google Ads

If either party wishes to terminate the partnership, written notice must be given to the other with at least 30 days notice. Nicholls Designs holds the right to terminate the contract with immediate effect, by giving written notice to the client if:

- The client fails to pay any amount due on the agreed date.
- The client suspends or threatens to suspend payment of it's debts or is unable to pay its debts.
- The client discredits Nicholls Designs

Upon termination of service for any reason:

The client is required to pay all outstanding invoices (including interest if applicable) in full and any services supplied but for which no invoice has been submitted, Nicholls Designs will submit an invoice, due for payment immediately upon receipt. If payment is not made Nicholls Designs reserves the right to refuse to give administrative access or master files to the product or services that has not been fully paid for.

Thank you for taking the time to read this Terms & Conditions document if you have any questions please contact info@nichollsdesigns.com or subsequently ring 07522 404350.