

**SPUTNIK**

# **G-Cloud 13 Service Terms & Conditions**

MAY 2022

# Terms & Conditions

All work is carried out by Sputnik Digital on the understanding that the client has agreed to Sputnik Digital's terms and conditions. The following Terms and Conditions relate to all products and services supplied by Sputnik Digital.

## Copyright

Ownership of the copyright in respect of the medium or mediums commissioned on any completed and approved design concept is transferred to the client at the time of final payment in full. Sputnik Digital retain the right to use reproductions of the designs on its website and promotional materials unless a NDA was signed before the commencement of the design commission.

If a choice of design is presented, only one solution is deemed to be given by Sputnik Digital as fulfilling the contract. All other designs remain the property of Sputnik Digital, unless agreed in writing that this arrangement has been changed.

The customer may request in writing from Sputnik Digital, the necessary permission to use materials (for which Sputnik Digital holds the copyright) in forms other than for which it was originally supplied, and Sputnik Digital may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

## Conceptual design work

It is Sputnik Digital's policy to charge for conceptual design work undertaken for evaluation against other agencies. All design work is charged at our agreed hourly rates. Any material costs will be agreed with the client before any purchase is made.

## Project Acceptance

At the time of proposal, Sputnik Digital will provide the customer with a written estimate. The Terms and Conditions can be read on the Sputnik Digital website. Before work on any project commences the client must acknowledge the acceptance of the estimate in writing and in doing so agrees to be bound to Sputnik Digital's Terms and Conditions.

## Design Charges

Charges for design services to be provided by Sputnik Digital will be set out in the written estimate that is provided to the customer. At the time of the customer's signed acceptance of the estimate we may require a non-refundable deposit of up to 50% of the design which fee will become immediately due. In these circumstances work on the project will not commence until Sputnik Digital has received this amount.

## Charges for Other Services

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

## Payment

The customer will be provided with an Approval Form and Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form to Sputnik Digital. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

Payments should be made by online transfer. Publication and/or release of work done by Sputnik Digital on behalf of the client, may not take place before cleared funds have been received.

## Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice. Sputnik Digital shall be considered entitled to remove Sputnik Digital and/or the customer'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, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Sputnik Digital reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

## Copyrights and Trademarks

Any text, images or other data supplied to Sputnik Digital by the client or third parties for inclusion in any medium the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner. By supplying images, text, or any other data to Sputnik Digital, the customer grants Sputnik Digital permission to use this material freely in the pursuit of the design.

Should Sputnik Digital, or the customer supply an image, text, audio clip or any other le 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 customer will agree to allow Sputnik Digital to remove and/or replace the le on the site.

The customer agrees to fully indemnify and hold Sputnik Digital 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.

## Source Files

Source files are available free of charge if requested within 30 days of completion of the project. Charges may be applicable to retrieve them after 30 days. Sputnik Digital is not obliged to retain artwork beyond 30 days.

## Alterations

The customer 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 customer also agrees that Sputnik Digital holds no responsibility for any amendments made by any third party, before or after a design is published.

## Licensing

Any design, copy-writing, drawing, idea or code created for the customer by Sputnik Digital, 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 Sputnik Digital and any of its relevant sub-contractors.

All design work - where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Sputnik Digital will not be held responsible for any and all damages resulting from such claims. Sputnik Digital is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Sputnik Digital responsible for any such loss or damage. Any claim against Sputnik Digital shall be limited to the relevant fee(s) paid by the customer.

## Data Formats

The client agrees to Sputnik Digital's definition of acceptable means of supplying data to the company.

Text is to be supplied to Sputnik Digital in electronic format as standard text (.txt), MS Word (.doc) or via e-mail.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Sputnik Digital via electronic drive, or e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and Sputnik Digital will not be held responsible for any image quality which the client later deems to be unacceptable. Sputnik Digital cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, colour correction and alteration of images.

### **Design Project Duration**

Any indication given by Sputnik Digital of a design project's duration is to be considered by the customer to be an estimation. Sputnik Digital cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Sputnik Digital for the initial payment or by date confirmed in writing by Sputnik Digital.

### **Rights of Access for Website Construction**

The client agrees to allow Sputnik Digital all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, user-names and passwords. The customer also agrees to allow Sputnik Digital access to any computer systems, user-names and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions. The customer agrees to supply Sputnik Digital with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

### **Design Project Completion**

Sputnik Digital considers the design project complete upon receipt of the customer's signed Approval form. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

### **Website design only**

Sputnik Digital require that a template is approved by the customer before coding of a site commences. Once the template(s) for the web site are approved by the customer, coding will commence; any changes to navigation items, colours, structure or content that require changes to the template will incur an additional charge.

Once web design is complete, Sputnik Digital will provide the customer with the opportunity to review the resulting work. Sputnik Digital will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Sputnik Digital by e-mail or fax and confirmed by post.

Sputnik Digital will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

### **Data Protection Act**

Sputnik Digital use all collected data in accordance with the Data Protection Act 1998. The information we hold about clients and their clients remains at all times confidential and is available for inspection with written notice.

### **Cancellation**

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Sputnik Digital will need formal notification in writing to the company's postal address. 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 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Sputnik Digital within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

### **Disclaimer**

Sputnik Digital makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Sputnik Digital will not be held responsible for any and all damages resulting from products and/or services it supplies. Sputnik Digital is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Sputnik Digital responsible for any such loss or damage. Any claim against Sputnik Digital shall be limited to the relevant fee(s) paid by the customer.

Sputnik Digital reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Sputnik Digital will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

### **General**

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Sputnik Digital reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Terms and Conditions and Quotation. The placement of an order for design and/or any other services offered by Sputnik Digital, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions. An estimate validated by the customer's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Sputnik Digital.

[www.sputnik.digital](http://www.sputnik.digital)