



# Terms & Conditions

Thank you for using Fresh Creative LTD, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Fresh Creative Ltd's relationship with you in relation to our company, website and all social media platforms.

The term 'Fresh Creative Ltd's' refers to the owner of the business and all subsidiaries including Fresh Creative Co and Fresh Creative Abertawe. CIC whose registered office is:

**Humphrey Lane Studios, Sa1 6bu, Swansea, UK**

**Our Company registration number is: 12746741**

Fresh Creative Ltd's contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All trademarks reproduced in our website, which are not the property of, or licensed to the operator, are acknowledged on the website. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

## PROCESS:

- Artwork is at the interpretation of the artist and should be agreed upon prior to commencement.
- All quotes/estimates are valid for 30 days from the date of submission.
- Quotes/estimates are based on the information provided by the Client, including but not limited to detail on quantities, structure, scope and functionality. Any quote/estimate may therefore be subject to change should the client's requirements change at any time.

- Payment in full will be needed before project commencement. (unless previously agreed otherwise) Attendance is not guaranteed without payment.
- It is the responsibility of the client to ensure that all surfaces to be painted are suitable and primed for acrylic spray paint, unless otherwise previously stated.
- It is your responsibility to ensure that all surfaces are covered and that any items of value are removed/reasonably protected. We take no responsibility for paint dust damage to items that were not properly covered or removed.
- It is the responsibility of the client to communicate any design stipulations required.
- Clients are responsible for obtaining permission to paint on any and all walls, including but not limited to the permission of landlords, land/building owners, relevant council departments and tenants.
- Any stated timescale is reliant upon the client providing all required information/ copy/images within the time set out at project initiation.
- FCL reserves the right to sub-contract the fulfilment of an order or any part thereof.
- Should the Client supply text, artwork or images, the Agency is not obliged to edit, check or guarantee the correctness thereof in any way whatsoever, and the end product shall be made at the entire risk of the Client.
- Once the Agency has deemed a project to be complete with the client signing off, any amendments will be charged at the Agency's standard billing structure.
- After sign off the agency is no longer responsible for any damage to the artwork be that from weather or individual negligence etc.
- You shall indemnify us and keep us indemnified and hold us harmless from all liabilities, actions, claims, proceedings, losses, expenses, costs and damages, howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement, or arising out of claims based upon or relating to our work for you or any claim brought against us by a third party resulting from the provision of any Services to you and your use of them.
- In no event shall the Agency be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss of business, contracts, anticipated savings or profits or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Agency's negligence or the negligence of its servants or agents or otherwise) which arise out of or in connection with the provision of any goods or services by the Agency.

- The Agency warrants that its services will be provided using reasonable care and skill. Where the Agency supplies any goods supplied by a third party, the Agency does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign the benefit of any warranty, guarantee or indemnity given by the supplier of the goods to the Agency.
- The Agency reserves the right to revise, alter, modify or amend these terms and conditions, and any of our other policies and agreements at any time and in any manner without prior notification. Notice of any revision, amendment, or modification will be posted in accordance with our Terms and Conditions.
- If any of the provisions of this Agreement are judged to be illegal or unenforceable, the remainder shall continue in full force and the effect of the remainder of them will be not be deemed to be prejudiced.
- This Agreement takes effect on the date on which you order our services. Acceptance of these terms is an absolute condition of the Client requesting work. An order constitutes acceptance of all our Terms and Conditions.

## DESIGN:

- Unless previously stated all designs we create are of limited license to the client if you require one of our other licenses please ask.
- Designs are submitted to the brief and budget with 3 revisions.
- Limited license: client is not allowed to modify any of your work and can only use it for a specific project, plus you are free to license the same deliverables to other clients as well.
- Exclusive license: like above, but granting the client exclusivity.
- Exclusive license with some freedom for the client to modify the final outcome.
- Full assignment: upon payment, you assign ownership rights to the client. This is usually what corporate clients require, but also allows you to ask for a higher price.

## **FORCE MAJURE:**

- The Agency shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Client may by written notice to the Agency elect 'to terminate the contract and pay for work done and materials used', but subject thereto shall otherwise accept delivery when available.

## **CANCELATION & PAYMENT:**

- No refund or discount will be given in the event of wet weather during a project. Alternative arrangements / precautions must be made by you before commencement of the project, unless otherwise previously stated.
- Projects cancelled or postponed after the deposit is paid will forfeit the deposit.
- We understand and will exercise our statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998 amended by European Directive 2000/35/EC if we are not paid according to these terms.
- If payment is not made within 28 days 5% will be added to the total owed on the 29th day and at the beginning of each week (seven day period) thereafter.
- If we are unable to complete work in the allocated and agreed time, due to reasons beyond our control, then the client will be liable for any additional costs incurred, including additional artists' time taken to complete the work.

## **WORKSHOPS:**

- No refund or discount will be given if a lesser number than the number of participants agreed upon attend on the day of a workshop.

## COPYRIGHT AND LICENSING:

- It is assumed that the client/commissioner owns the copyright/has sought permission to use any images which they then ask us to reproduce. We will not be held responsible for any copyright infringement through reproduction of images painted at a client's request.
- FCL shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent design or any other proprietary or personal rights contained in any material supplied by the Client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
- Images created in mock ups remain the property of the artist who created them, unless otherwise agreed. Any unauthorised reproduction of mock ups created by our Artists is prohibited and could result in legal action.
- It is the responsibility of the client to obtain any copyright permission for any images recreated by our artists.
- Unless stated beforehand any images taken during our employ including images of yourself, your clients, your logo and any other footage/photography obtained during a project can be used by us on our website and in our promotional material
- Fresh Creative Ltd reserves rights and ownership to any artworks created, unless otherwise agreed. If the rights to the artworks are purchased, FC reserves the right to use the artwork for it's own promotional purposes
- Your use of our website and any dispute arising out of such use of the website is subject to the laws of England and Wales.
- All invoices are subject to UK VAT at the current rate, unless a valid exemption certificate is provided.