

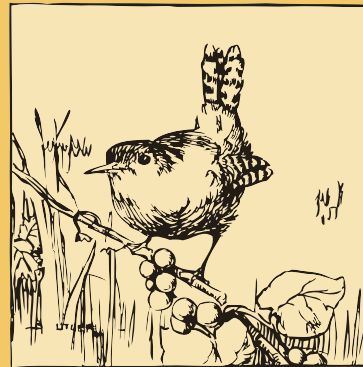
budget package



Fly.

Fledgling.

Our basic offer
suitable for start-ups
Price £250



For those just learning to fly but still want to look credible, this service is for you!

Appreciate the value of good design right from the start, and once you've started to spread your wings, perhaps think about a more in-depth solution in one of our other packages. One baby step at a time...

What you get:

We will design a simple but professional business card, tailored to your business, back & front of card, print included:

500 double sided, matte laminated business cards, for one name.

call 0800 6191 595
fledgling@flydesign.biz
www.flydesign.biz

economy package



Fly.

Kite.

Our economy offer
suitable for sole traders
& small businesses.

Price £600



Bobbing happily in the sky above your competitors!

The Kite service is designed to help your business take flight, we will design a great identity that will truly reflect your business values, engage customers and generate success....

What you get:

We will design a simple identity tailored to your business, applied to one of the following, including print:

Stationery; 500 letterheads, 500 compliment slips and 500 matte laminated double-sided business cards for one name.

Or

1000, A5 double sided flyers

Or

5000, A6 double sided postcards

Or

Design of styling for website to include home page design, one following page design and royalty free images for web that we select. Further web development of site and build will be an additional cost.

call 0800 6191 595
kite@flydesign.biz
www.flydesign.biz



business class package



Fly.

Aeroplane.

Our business class offer
suitable for small to
medium sized businesses
Price £2000



pay in
advance
save 10%

Travel higher and further, above the clouds!

More substantial, in depth concept
driven design that allows businesses to
fly higher and take advantage of
professional design and branding.

What you get:

Concept driven unique design of logo
and identity, applied to stationery and
flyers or with website styling.

PRINT INCLUDED

1000 x letterheads, 500 x compliments
slips, 500 x business cards, double
sided, matte laminated, up to 3 names.

AND

500 x A5 double sided flyers OR
5000 x A6 postcards.

OR

Design of a simple bespoke portable
website of 5 pages up and running.
Hosting and domain registration not
included.

call 0800 6191 595
aeroplane@flydesign.biz
www.flydesign.biz

Standard Conditions of Contract for Fly Design Limited
Registered in England, No4074916 - 4 Donnington Road, Kenton, Harrow, Middlesex HA3 0NA

Seller meaning Fly Design Limited - Buyer meaning clients of Fly Design Limited, acceptance of an order and commissioning of a project constitutes acceptance and legally binds both parties.

PRELIMINARY WORK

All work carried out at the Buyer's request whether exploratory or otherwise shall be chargeable.

PROOFS

PDF'S, finished artwork and/or Proofs of all work will be submitted for the Buyer's written approval and the Seller shall incur no liability for any errors not corrected by the Buyer in proofs so submitted. It is the Buyer's sole and final responsibility for any errors such as spelling, grammar or any other errors within the proofs. Buyer's alterations necessitating additional proofs shall give rise to an extra charge. In circumstances where style, type, print or layout is at the sole discretion of the Seller, alterations thereto made by the Buyer shall also give rise to an additional charge.

FEES & PAYMENT

Fees are charged based on an hourly rate, (min - half hour, extra for rush time and unsociable hours) on the basis of an agreed brief or instruction and an appropriate response to that brief or instruction with further additional work or changes to the brief or instruction, charged at that hourly rate. Payment shall be due within 30 days of the issue of the invoice to the Buyer, unless agreed otherwise and any invoice paid within 5 working days of invoice date shall attract a 3% discount. The Seller shall be entitled to payment on account in advance at his discretion. If the Buyer is a new client the Seller will ask for 33% of the agreed fee or stage fee in advance before commencement of work. In the event of cancellation or amendment the Buyer shall pay the Seller for any work or expenses incurred by the Seller to which the Seller is committed after reasonable steps have been taken to comply with that cancellation.

OVERDUE INVOICES

If the Seller's invoice is not paid in full within 30 days from the date of its issue, the Seller may rescind the Agreement and recover damages or may charge interest on the overdue payment at 2% per month. In either event the Buyer shall on the request of the Seller pay all costs, charges and expenses reasonably incurred by the Seller in recovering any damages or any sums due.

SUPPLIER INVOICES

Invoices submitted directly to the Buyer for services commissioned via the Seller as agreed, shall be the Buyer's responsibility and the Seller accepts no liability on either part.

BUYER'S PROPERTY

Buyer's property and all property supplied to the Seller by or on behalf of the Buyer shall whilst it is in the possession of the Seller or in transit to or from the Buyer be deemed to be at the Buyer's risk.

PROVISION OF BESPOKE SOFTWARE DEVELOPMENT

Fly Design Limited will deliver to the Buyer working software that meets the requirements of the requirement document agreed between the Seller and the Buyer. Unless specifically excluded in the quotation, the Seller will provide the development and test environment necessary to deliver completed software. Application code will be delivered to the Buyer on completion of the project. Design Documentation and Source Code delivery may be specified in the contract. If this is the case, the Customer shall be responsible for provision of the appropriate development software; its configuration and libraries should the Buyer wish to maintain the software in-house.

On completion of payment for the works, the Buyer can use the software and source code in any manner they so wish. The Seller retains the intellectual property rights and reserves the right to reuse, modify or enhance the software or elements thereof and use it in any manner they so wish.

INTELLECTUAL PROPERTY

- (a) All copyrights and other intellectual property rights in the work shall be retained in favour of the Seller.
- (b) Should the Buyer request ownership of the copyright and other intellectual property rights in the work then a mutually agreed fee will be negotiated for assigning such rights (payment by normal invoice method). On payment and discharge of the Invoice relating to the work and its copyright ownership, the Seller hereby agrees to assign all copyright and other intellectual property rights in the work to and in favour of the Buyer and the Seller hereby undertakes to sign all documents and complete and execute all transfer deeds, documents, forms and applications as may be required to perfect the title of the Buyer to the work. The Seller reserves the right to use the work in their portfolio and for promotional purposes in the normal course of their business.
- (c) If access to original creative work such as layered photoshop files is required then a mutually agreed fee will be negotiated in addition to the cost of work commissioned, unless stated and agreed at the outset of the project. This does not constitute assignment of copyright as in (b) above.
- (d) The Buyer's right to reproduce the work shall arise only when the invoice relating thereto is fully paid. Any reproduction before payment of the Invoice shall constitute an infringement of copyright and any other intellectual property rights and shall entitle the Seller to rescind the Agreement forthwith.
- (e) The Seller shall be indemnified by the Buyer in respect of any claim, cost and expenses arising out of or in connection with any infringement of copyright or any other intellectual property rights in the work designed on behalf, of the Buyer. Unless the Seller is instructed to research and secure the Buyer's legal rights to any name, image, service or trademark, it is the Buyer's responsibility to perform any such research on their company name to ensure it is not already in use, and any action resulting from any infringement of usage or copyright shall be the sole responsibility of the Buyer and the buyer shall indemnify the Seller in this respect against any such action and related costs.

CONFIDENTIALITY

Both parties shall treat all information relating to the other's business and any other information of a confidential nature but not limited to information regarding, work practices, staff and the financial terms of this agreement, as confidential and shall not use, disclose or permit to be disclosed to any third party other than in the proper performance of the project.

INSOLVENCY OR BANKRUPTCY

If the Buyer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or has a winding up petition issued against it or makes any arrangement or composition with its creditors or has a receiver, administrator or trustee appointed over its assets or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the Seller without prejudice to other remedies shall have the right not to proceed further with the contract or any other work for the Buyer and shall be entitled to charge for work already carried out (whether completed or not for the Buyer) and such charge shall be an immediate debt due to the Seller.

FORCE MAJEURE

The Seller shall not be in breach of this Agreement or otherwise liable to the Buyer by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any circumstances beyond reasonable control (including without limitation any strike lockout or other form of industrial action): and the time for performance of that obligation shall be extended accordingly. If such circumstances prevail for a continuous period exceeding six months, the parties shall agree upon such alternative arrangements as shall be fair and reasonable.

PRICE VARIATION

Estimates are based on the Seller's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

COPY

A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

SPECIAL OFFERS / PACKAGE DEALS

Any special offer or promotional packages offered by the Seller shall be subject to individual terms as stated on the relevant material. These offers shall be conducted within a reasonable timeframe and any additional conditions and shorter time frames will be subject to extra charges, as per these terms and conditions.

ARBITRATION

Any dispute arising out of or in connection with the Agreement shall be referred to arbitration in London and a single arbitrator appointed by agreement between the parties or, in default of agreement, nominated on the application of either party by the President for the time being of the Law Society.

This Agreement shall be governed and construed in accordance with the laws of England.



DELIVERY AND PAYMENT

- (a) Delivery of work shall be accepted when tendered and thereupon or, if earlier on notification that the work has been completed, payment shall become due, as agreed terms.
- (b) Unless otherwise specified the price quoted excludes delivery.
- (c) Should expedited delivery be agreed an extra cost may be charged to cover any overtime or any other additional costs involved.
- (d) Should work be suspended at the request of or delayed through any default of the Buyer for a period of 30 days the Seller shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

CLAIMS

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Seller and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of the dispatch of the goods) and any claim in respect thereof must be made in writing to the Seller and the carrier within seven clear days of delivery (or in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to the Seller within 28 days of delivery. The Seller shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Buyer proves that it was not possible to comply with the requirements and advice (where required) was given and the claim made as soon as reasonably possible.

ILLEGAL MATTER

- (a) The Seller shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or any other rights of any third party.
- (b) The Seller shall be indemnified by the Buyer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the Buyer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

LIABILITY AND OTHER CLAIM

The Seller shall not be liable for any delay in or omission from publication or transmission or any error in any work carried out by it for the Buyer unless the Buyer has given written notice of its complaint to the Seller within seven days of the matter of the complaint arising. The Seller shall not be liable for any loss to the Buyer arising from delay in transit not caused by the Seller.

RESERVATION OF TITLE - GOODS

- (a) The risk in the goods passes to the Buyer upon delivery but title in the goods remain vested in the Seller and shall only pass from the Seller to the Buyer upon full payment being made by the Buyer of all sums (due on whatsoever account or grounds) to the Seller and in the event of the goods being sold by the Buyer in such manner as to pass to a third party a valid title to the goods whilst any such sums are due as aforesaid, the Seller's right under this condition shall attach to the proceeds of such sale or to the claim for proceeds or monies recovered under a claim for proceeds in trust for the Seller and the Buyer shall hold such proceeds or monies recovered under a claim for such proceeds in trust for the Seller and the Buyer shall place such proceeds in a separate account and nothing herein shall constitute the Buyer, the Agent or the Company for the purpose of any such subsale.
- (b) For all purposes the Buyer hereby grants to the Seller an irrevocable lien on the goods until the price is paid notwithstanding that the Seller may have parted with possession of the same and permits the said access to recover the goods wheresoever they are situated and that prior to such payment the Buyer shall keep such goods separate and identifiable for this purpose.
- (c) In the event of the goods becoming constituents or of being converted into other products whilst sums are due as provided in sub-condition (a) hereof the Company shall have the ownership of any title to such other products as if they were the goods and accordingly sub-condition (a) hereof shall, so far as appropriate, apply to such other products.
- (d) Where the Buyer has failed to pay for the goods the Seller may sell any of the such goods which may from time to time be in his possession at a price which shall be at the Seller's absolute discretion and may receive the proceeds of such sale in part settlement of the purchase price and the Buyer and Seller agree that this will not affect sub-condition (a) hereof whereby the goods remain the property of the Seller until full payment for the same has been made by the Buyer or the right of the Seller to take action against the purchaser to recover the price of the goods. None of the obligations of the Seller under this Agreement shall be treated as conditions but shall be treated as a warranty only and no breaches of the Seller's obligations under this Agreement of whatever nature and whatever number shall entitle the Buyer to treat this Agreement as repudiated. The Buyer shall indemnify and keep indemnified the Seller from and against any legal action proceedings, claims, damages, losses, expenses or liabilities which the Seller may incur or sustain as a direct or indirect result or in connection with any goods or services provided to the Buyer. The Seller shall not be liable either in contract or tort for any loss suffered by the Buyer either directly or indirectly by reason of any failure of the Seller to comply with his obligations. The Buyer shall not be entitled to raise any dispute whatsoever in respect of any invoice submitted to the Buyer by the Seller including without prejudice to the generality of this condition the amount of such invoice unless the Buyer has given notice in writing to the Seller within fourteen days of the date of such invoice. Any complaint about short deliveries of goods and about the quality of goods delivered must be made by the Buyer to the Seller in writing within seven days of receipt of the said goods or services.

CHARGES

- (a) The Seller is entitled to charge value added tax at the current rate in force in addition to any other charges the Seller may be entitled to make under the terms of the Agreement.
- (b) The Seller is entitled to make a charge for delivery of goods if this is required by the Buyer.
- (c) Where monies are paid to the Seller by the Buyer by cheque they shall not be regarded as having been received until the cheque is cleared.
- (d) All sums payable by the Buyer to the Seller shall be paid in full without any deductions whatsoever.

TERMS

- (a) These terms may not be altered, waived or terminated except in writing and signed by the Proprietor.
- (b) These terms and conditions contain all the terms agreed between the Buyer and the Seller and shall not be varied by any prior representations made by or on behalf of the Seller to the Buyer or by any terms and conditions sought to be imposed by the Buyer to regulate the terms of its agreement with the Seller.
- (c) The various provisions of these terms are severable and if any provision is held to be unenforceable or invalid by a Court of competent jurisdiction then such invalidity or unenforceability will not affect the remaining provisions.

APPROVALS

The signature by the Buyer as final production – authorisation, in respect of any documents or item authorised, be conclusive evidence that the Buyer has checked the document or item for content and accuracy and that the document or item meets the specifications laid down by the Buyer.

BUYER ACCEPTANCE OF TERMS AND CONDITIONS

.....
 signed print name

 dated

