

terms and conditions.

You may be reading this as you have received a quote from one of the madeby.studio team.

On acceptance of the received quote, you are formally agreeing to the terms and conditions within this document.

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acceptance & client feedback.

Validity

Quotes and proposals sent by madeby.studio are valid for 30 days from the date of quote.

If the 30 days have passed, a new quote may need to be produced at the discretion of madeby.studio. Any changes to the deliverables stated may require a new quote.

madeby.studio reserves the right to withdraw a quote at any time prior to initial payment.

Acceptance

You may be reading this as you have received a quote from one of the madeby.studio team.

On acceptance of the received quote, you agree to the terms and conditions outlined within this document. Alternatively, receipt of payment, first instalment or deposit is deemed as acceptance of our terms and conditions. On acceptance of a quote or proposal, the client agrees to the cost of the deliverables specified. Any changes to the deliverables may require a separate quote.

Client Feedback & Amends

madeby.studio may ask for rounds of amends at the requested stages during the brief. If the client requires additional rounds of amends from the number stated on the quote, an additional hourly rate may be applied. If a number of rounds of amends is not stated on the quote, a default of five rounds is applied. Any amendments beyond the default value, an additional hourly rate may be applied at the discretion of madeby.studio. If no response has been made after a 14 day period madeby.studio reserves the right to continue with the project at the current stage.

Proofs

All digital and physical proofs, at any stage of the project, may be submitted to the client for feedback or approval. Once the client has made final approval of the digital artwork, madeby.studio cannot be held responsible for errors found at a later date.

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payment details.

Deposit and Final Payment

A deposit between 25%-50% is usually required unless stated otherwise. This is routine, and covers any initial costs and creates project security.

The final balance is due on completion of the project, following the final approval. Only when the final payment has been received will any requested digital & print files will be released to the client unless decided otherwise. Only on this final payment will usage rights to the deliverables stated in the quotation document be granted to the client.

If the invoice due date has passed and no payment has been received, madeby.studio reserves the right to add a 25% late fee to any outstanding invoices for every 7 days past the invoice due date.

Payment Required to Secure Project (If Requested)

madeby.studio can only schedule in time for a project on receipt of the initial payment or the deposit. Once the deposit is received, a receipt of payment will be sent. A member of the team will then contact the client in preparation for the commencement of the project.

Payment Methods

madeby.studio's preferred method of payment is bank transfer, details can be found below. We also accept PayPal for smaller payments. If you have another method of payment you would like to use, please discuss this with your project manager.

Bank Details

Company: madeby.studio Ltd.

Bank: Santander

Account Number: 40387538

Sort Code: 09-01-29

PayPal

madeby.studio accept PayPal payments up to a value of £200. PayPal payments can be carried out through the following:

<https://www.paypal.me/madebystudio>

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ownership, copyright, trademarks & legal.

Ownership & Copyright

All preparation materials, sketches, visuals, including the electronic files used to create the project remain the property of madeby.studio, unless agreed otherwise within the received quote. The final deliverables mentioned in the quotation will become the property of the client, only upon final payment of the project.

If final payment is not received as agreed, as set out in the initial quotation, all designs and concepts will remain the property of madeby.studio until payment is received in full.

If there are issues with final payment, we reserve the right to reuse or amend any of these ideas for other clients, or to be used freely as concepts within an authorised portfolio.

Should the client attempt to use/modify/alter/replicate or steal any ideas without making agreed final payment legal counsel may be taken.

Unless strict confidentiality is requested by the client in advance of the establishment of the supplied quote, madeby.studio can use materials and final work created for the client for promotional purposes. This is inclusive of the madeby.studio website (<http://madeby.studio>) and any other partner websites. If you have any specific 'non-disclosure' requirements, please mention this before agreeing to the quotation.

Final payment ensures that only the agreed deliverables become the clients property. Any previous ideas/concepts remain the property of madeby.studio, unless any prior agreement has been made.

Trademark

Due to the lengthy and often costly procedures required to initiate any form of Trademark and legal name search, madeby.studio are unable provide any guidance on this.

To register a trademark please seek legal advice.

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Confidentiality

madeby.studio acknowledges that we may receive or have access to information which relates to the client's past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. madeby.studio agrees to protect the confidentiality of the client's proprietary information and all physical forms thereof, whether disclosed to madeby.studio before this agreement is accepted or afterward. Unless strict confidentiality is requested by the client in advance of the establishment of this agreement, madeby.studio can use materials and final work created for the client for promotional purposes. This is inclusive of the madeby.studio website (<http://madeby.studio>) and any other partner websites.

Indemnification & Liability

The client shall indemnify madeby.studio from any and all damages, liabilities, costs, losses, expenses or lawyer fees arising out of any claim, demand, or action by a third party due to materials included in deliverables at the request of the client.

The services and the work product of madeby.studio are sold "as is." in all circumstances, the maximum liability of madeby.studio, its directors, officers, employees and affiliates, to the client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of the quote received. In no event shall madeby.studio be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by madeby.studio, even if madeby.studio has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

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websites, technical issues & hosting.

Client & Third Party Alterations

madeby.studio cannot be held responsible for any client or third party alterations for an installed website. Alterations include additions, modifications and deletion of files and directories. For any further amendments by madeby.studio after website approval will be quoted separately.

Third-party Extensions & Licensing

Any licences/extensions purchased for the development of the product are licensed for one year only. It is the client's responsibility to reach out to renew/purchase subsequent licenses after this one year period.

If during the project madeby.studio feel that an extension is required for the development of your website, a member of the team will convey this to you, and a licence may be purchased and/or registered before the project is finalised.

It is against the law for madeby.studio to provide any client with a 'copy' of any extension that the company owns, and has purchased.

Any third party themes or services used within a madeby.studio website build has been tried and tested thoroughly. madeby.studio cannot be held responsible for the support and update duration of the third-party software. The client cannot share or discuss any of these technologies used with other individuals or businesses.

Updates

In the event the client does opt for the madeby.studio website maintenance service, madeby.studio will ensure the website and relevant plugins are kept up to date. In the event the client does not opt for the madeby.studio website maintenance service, it is the client's responsibility to maintain and update the website and the installed plugins.

If insufficient maintenance is carried out on the website by the client, madeby.studio will give a 14 day notice period to patch any identified security vulnerabilities. If said security vulnerabilities are not fixed in this timeframe, madeby.studio reserves the right to remove the website from the company servers.

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Technical Issues

madeby.studio makes every effort to make use of the latest website development technologies. In the advancement/update of technologies, madeby.studio cannot be held responsible for any errors which may occur due to said technologies.

If any technical issues arise after client handover, it is at the discretion of madeby.studio to resolve these issues. madeby.studio reserves the right to quote separately to resolve said errors.

Hosting

If the client opts to host their website using madeby.studio, a separate quote will be generated, and a new invoice produced. Hosting through madeby.studio can only be provided once the discussed hosting payment has been paid in full. This will be an annual or monthly fee discussed with the client; the client will be notified of any changes before hosting payment being requested. If payment has not been received by the due date of an invoice, madeby.studio reserves the right to suspend the service until payment has been received.

If the client opts to host their website with another third-party provider, it is the client's responsibility to manage their own hosting services through the Control Panel. Any problems with the website caused by server error, including crashing, is the full responsibility of the client. After final payment is received in full, madeby.studio will notify the client when the website is ready to migrate. The client will then have 30 days to move the website onto a server of their choice

If the client reaches out for a server problem or to be amended, a fee may be requested for the time taken to amend the issues.

Handover

On final approval of a website, the client confirms they have inspected and tested the website in full for any errors. madeby.studio cannot be held responsible for any loss of business which may incur due to unforeseen or undetected errors. These include but are not limited to; technical errors, spelling, grammar, image errors, loading errors, content errors.

Once a website has been set active to the public web, it is the responsibility of the client to manage and maintain, unless stated otherwise. Any further work to be carried out on a website after final approval may be quoted separately.

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cancellation.

Cancellation During the Project

If the client opts to cancel the project, after approval of the quote or where ideas, proposals or completed work have been submitted, the refund of previous payment is not possible. We also reserve the right to request payment for any outstanding balances.

If the project is unable to be completed due to unforeseen circumstances within madeby.studio, payment will be returned at the discretion of madeby.studio. If any works, so far completed, can be used for another design agency to pick up, then a 'File Release' charge may occur.

Project Suspension

madeby.studio reserve the right to suspend any project if a client: interferes with excessive micromanaging, demonstrates a continued lack of trust and inability to move forward after showing more than a reasonable number of unique ideas/concepts, and/or shows reluctance in paying the final payment. If contact with the client, in regards to the project, has been lost for over 60 days, madeby.studio reserves the right to cancel the project and request any outstanding payment.

File Release

Quotations do not cover the release of source design, development or any other artwork files unless stated otherwise. Any files released by madeby.studio may be subject to an additional fee before the release of said files.

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closing comments.

Quotes

If you have any questions regarding the contents of the terms & conditions in relation to your quote please email your assigned project manager.

Terms & Conditions

If you have any questions regarding to the contents of these terms & conditions NOT in relation to a quote please email the following:

business@madeby.studio

Accounts

If you have any questions regarding payment, or would like to make a payment please email the following:

accounts@madeby.studio

General

For any general questions or to request a quote please email the following:

hello@madeby.studio

Document Update

This document was most recently updated on: **03/10/2019**