



1. Definitions

In these terms and conditions “The Customer” means the person, company or business who has commissioned the services of Oh My Graphics “The Supplier”. All projects, services and work carried out by the Supplier are on the understanding that “The Customer” has agreed to the following terms and conditions.

2. General

These terms and conditions shall apply to all contracts for the supply of services by the Supplier to the Customer, and shall prevail over any other documentation or communication by the Customer.

Any variation to these terms and conditions shall be inapplicable unless agreed in writing by the Supplier.

Nothing in these terms and conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the services, by virtue of any statute law or regulation.

Nothing in these terms and conditions shall affect the customer’s statutory rights as a consumer.

3. The service

3.1 The service proposal agreed that links to these terms and conditions shall remain valid for a period of 30 days.

3.2 The Customer shall be deemed to have accepted the service proposal by placing an order with the Supplier within the period specified in clause 3.1.

3.3 Oh My Graphics will not commence work until the customer has accepted these terms and conditions and received written or oral approval.

3.4 The Supplier shall not be liable for failure to complete the work within the proposed timeline.

4. Fees

4.1 The fee for the service(s) are specified on the Oh My Graphics website.

4.2 Any project for which a fee is not specified on the Oh My Graphics website will receive an estimate outlining the project specifications and estimated fees based on the Supplier's current hourly rate and are subject to amendment as detailed in clause 12 (Cancellation and Termination).

4.3 All estimates are valid for 30 days only from the date submitted to the the Customer.

4.3 Payment of the fee shall be in the manner specified in the proposal.

4.4 The Supplier reserves the right to charge fees on a monthly basis for work carried out as part of the contract.

5. Completion and payment of fees

5.1 The Customer will be required to pay a non-refundable payment of 50% of the project fee before any work can commence. All subsequent balances due are payable upon project completion and prior to server upload or release of any materials.

5.2 Invoices will be raised by Oh My Graphics when work is completed.

5.3 If the Customer does not pay any amount properly due to the Supplier under these terms and conditions, the Supplier may:

(a) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

(b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998

5.4 A administration fee in the sum of £50 shall be applied to each overdue invoice.

5.5 Payments can be made by all major debit and credit cards through Paypal.

6. Revisions and alterations

6.1 Four revision are included with one project, this is to finalise the design. This could include a colour change, fixing a typo or spacing elements.

6.2 Any work requested by the client and performed by the Supplier once the project has been completed is considered an extra revision or alteration. A new quote will be drafted for the work involved and additional fees must be agreed by both parties before any work can commence.

7. Customer obligations

To enable Oh My Graphics to perform its obligations, the Customer shall:

7.1 Keep agreed appointments in order to meet the necessary timescales.

7.2 Provide the Supplier with any information reasonably required by the Supplier.

7.3 Obtain all necessary permissions and consent which will be required before the commencement of the services, the cost of which is the sole responsibility of the Customer. In certain circumstances this may include evidence that the Customer holds the relevant legal rights to the use of trademarks or brands etc.

7.4 Comply with such other requirements as may be set out in the proposal or otherwise agreed between the parties.

8. Oh My Graphics' obligations

8.1 The Supplier shall perform the services with reasonable skills and care and to a reasonable standard in accordance with recognised standards and codes of practice.

8.2 The Supplier accepts all responsibility to fulfil the service that is within its control, by the agreed timescales and to a satisfactory standard.

8.3 Oh My Graphics is committed to ensuring that information supplied by the Customer remains confidential where appropriate. No information will be supplied to a third party without the Customer's express permission. See clause 9.

9. Confidentiality and data protection

9.1 Information disclosed by the Customer will be kept confidential where appropriate and where directed by the Customer, eg. to protect details of product or service launches from entering the public domain.

9.2 All information retained by Oh My Graphics will be processed strictly in accordance with the provisions of the Data Protection Act 1998 and its successors. Such information shall be held solely for the purposes of fulfilling the contract.

9.3 The Supplier will not transmit any personal data held on behalf of the client except where a) The transfer is a necessary part of the work undertaken to fulfil the contract or b) There is a requirement to do so by operation of the law.

10. Complaints and disputes

10.1 The Supplier will always aim to deliver excellence, however there may be times when the Customer is not happy with the service provided by the Supplier. The Supplier has a complaints procedure. A copy can be provided on request. This procedure sets out the process for making a complaint and the amount of time you should expect to wait for a full response and investigation.

10.2 If there is a dispute about the interpretation or operation of this contract then the Supplier will make every effort to resolve the dispute when and where it arises, negotiating on the basis of good faith.

11. Limitation of liability

11.1 Without prejudice to the other provisions of these conditions, the Supplier's liability shall not exceed the total of the contract fees for the project. The fees for any project are based on the assumption that the liability of the Supplier and the Customer are as set out herein.

11.2 The Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any delay in the work carried out, negligence, breach of contract or otherwise in excess of the total value of the contract.

11.3 The Supplier will not be held responsible for third party costs incurred by the Customer for any reason whatsoever.

12. Cancellations and termination

12.1 The Customer may cancel the project by notifying the Supplier by phone or in writing, giving 14 days' notice.

12.2 All work undertaken up to receiving cancellation must be paid for within the notice period.

12.3 The Supplier may terminate the project for any good reason within 14 days, giving written notice to the Customer.

12.4 The Supplier may, at the Customer's expense, charge any costs relating to the winding up of any work being carried out as part of the contract.

13. Force majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to: Acts of God, strikes, lock outs, accidents, war, fire, pandemic, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply. Either party shall be entitled to a reasonable extension of its obligations in the event of a force majeure.

14. Severance

If any term or provision of these terms and conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these terms and conditions had been agreed – with the invalid, illegal or unenforceable provision eliminated.

15. Governing law and jurisdiction

Any disputes or claims arising out of, or in connection with, these terms and conditions of business (or the contract) shall be governed by and construed in accordance with the law of England and Wales.

16. Acceptable Of Terms

By placing a project order by written or oral communications you will be accepting the terms and conditions of business of Oh My Graphics.