

**BOMARK STUDIOS** (also known as Bomark, Bomark Media, Bomark Films and Bomark Moving Pictures)  
TERMS and CONDITIONS OF SALE  
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Please read these Terms and Conditions of Sale carefully before placing your order and keep a copy of these Terms and Conditions and your order for future reference.

The following Terms and Conditions of Service apply to all products and services provided by Bomark Studios. All work is carried out by Bomark on the understanding that the client has agreed to Bomark Studios Terms and Conditions. Copyright is retained by Bomark Studios on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled. If a choice of design is presented, only one solution is deemed to be given by Bomark Studios as fulfilling the contract. All other designs remain the property of Bomark Studios, unless agreed in writing that this arrangement has been changed.

#### **Project Acceptance**

At the time of proposal, Bomark Studios will provide the customer with a written estimate or quotation. The Terms and Conditions can be read on Bomark Studios website. A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Bomark Studios. Alternatively, the client may send an official order (purchase order) in reply to the estimate or quotation which binds the client to accept Bomark Studios Terms and Conditions. No work on a project will commence until either document has been received by Bomark Studios.

#### **Design Charges**

Charges for design services to be provided by Bomark Studios, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 20% of the quoted fee will become immediately due. Work on the project will not commence until Bomark Studios 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 by return and the customer will also be required to sign and return the Approval Form to Bomark Studios. Accounts which remain outstanding for 10 days after the date of invoice, will incur an extra charge of 3% per month of the outstanding amount. Payments may be made by cash, cheque, BACS, or (for overseas customers), Pound Sterling International Money Order or previously agreed electronic funds transfer. Publication and/or release of work done by Bomark Studios on behalf of the client, may not take place before cleared funds have been received. Returned cheques will incur an additional fee of £75 per returned cheque. Bomark Studios reserves the right to consider an account to be in default in the event of a returned cheque.

#### **Default**

An account shall be considered default if it remains unpaid for 10 days from the date of invoice, or following a returned cheque. Bomark Studios shall be considered entitled to remove Bomark Studios 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, subcontractors, 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 Bomark Studios reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

#### **Copyrights and Trademarks**

By supplying text, images and other data to Bomark Studios for inclusion in the customer's medium, such as websites or brochures the customer 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. Any artwork, images, or text supplied and/or designed by Bomark Studios on behalf of the customer, will remain the property of Bomark Studios and/or its suppliers. The customer may request in writing from Bomark Studios, the necessary permission to use materials (for which Bomark Studios holds the copyright) in forms other than for which it was originally supplied, and Bomark Studios 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. By supplying images, text, or any other data to Bomark Studios, the customer grants Bomark Studios permission to use this material freely in the pursuit of the design. Should Bomark Studios, or the customer supply an image, text, audio clip or any other file 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 Bomark Studios to remove and/or replace the file on the site. The customer agrees to fully indemnify and hold Bomark Studios 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.

#### **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 Bomark Studios holds no responsibility for any amendments made by any third party, before or after a design is published.

#### **Licensing**

Any design, copywriting, drawing, idea or code created for the customer by Bomark Studios, 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 Bomark Studios 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. Bomark Studios will not be held responsible for any and all damages resulting from such claims. Bomark Studios is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Bomark Studios responsible for any such loss or damage. Any claim against Bomark Studios shall be limited to the relevant fee(s) paid by the customer.

#### **Data Formats**

The client agrees to Bomark Studios definition of acceptable means of supplying data to the company. Text is to be supplied to Bomark Studios in electronic format as standard text (.txt), MS Word (.doc) on floppy disc, or CDROM, or via e-mail. Images which are supplied in an electronic format, are to be provided in a format as prescribed by Bomark Studios via floppy disc, CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Bomark Studios will not be held responsible for any image quality which the client later including, but not limited to, photography and art direction, photography deems to be unacceptable. Bomark Studios 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, searches, media conversion, digital image processing, or data entry services.

#### **Design Project Duration**

Any indication given by Bomark Studios of a design project's duration is to be considered by the customer to be an estimation. Bomark Studios 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 Bomark Studios for the initial payment or by date confirmed in writing by Bomark Studios.

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

The client agrees to allow Bomark Studios 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, usernames and passwords. The customer also agrees to allow Bomark Studios access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions. The customer agrees to supply Bomark Studios with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

#### **Graphic Design Project Completion**

Bomark Studios considers the design project complete upon receipt of the customer's signed Approval form. Other services such as printing, display panel production, film work, 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**

Once web design is complete, Bomark Studios will provide the customer with the opportunity to review the resulting work. Bomark Studios will make one set of minor changes at no extra cost within 7 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 Bomark Studios by e-mail and confirmed by post. Bomark Studios will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 7 days of the start of the review period.

#### **Hosting websites**

Bomark Studios offers web hosting services, through third party contractors. Bomark Studios does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Bomark Studios may request that clients change the type of hosting account used if that account is deemed by Bomark Studios to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees due for hosting are the payable immediately the project is authorised by the client.



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*The Right Image*

PR Solutions

Film Specialists

Websites

Creative Design

Photography

Printed Media

Duplication

*Your Visual Identity*

**Domain Registration**

Bomark Studios cannot guarantee the availability of any domain name. Where Bomark Studios is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

**Search Engine Submission**

Due to the infinite number of considerations that search engines use when determining a site's ranking, Bomark Studios cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

**Design Credits**

The customer agrees to allow Bomark Studios to place a small credit on audio-visual media, printed material, exhibition displays, advertisements and/or a link to Bomark Studios own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page, or intro or ending of a film. The customer also agrees to allow Bomark Studios to place websites and other designs, along with a link to the client's site on Bomark Studios own website for demonstration purposes and to use any designs in its own publicity. Clients who disagree with this must declare it in writing at the beginning of the project.

**Rights of Refusal**

Bomark Studios will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Bomark Studios also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Bomark Studios does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Bomark Studios to remove the contravention without hindrance, or penalty. Bomark Studios is to be held in no way responsible for any such data being included.

**Cancellation**

Cancellation of orders may be made initially by telephone contact, or email, however, following this, Bomark Studios 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 14 days. Please note: any cancellation which is not formally confirmed in writing and received by Bomark Studios within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

**Disclaimer**

Bomark Studios makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Bomark Studios will not be held responsible for any and all damages resulting from products and/or services it supplies. Bomark Studios 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 Bomark Studios responsible for any such loss or damage. Any claim against Bomark Studios shall be limited to the relevant fee(s) paid by the customer. Bomark Studios 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. Bomark Studios will not knowingly perform any actions to contravene these and the client also agrees to be so bound. Bomark Studios and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Bomark Studios recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

**General**

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

**Acceptance of Quotation and Terms and Conditions**

The placement of an order for design and/or any other services offered by Bomark Studios and 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 Bomark Studios. Additional costs may be incurred due to the implementation of further special features / add ons.

All prices quoted are estimated and are based on our understanding of the brief provided. If the brief changes this may affect the price.

SIGNED (Client) \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED (For and on behalf of Bomark) \_\_\_\_\_ DATE \_\_\_\_\_



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