



Terms & Conditions

The following Terms and Conditions of Service apply to all products and services provided by Tierna Byrne Marketing & Design and in the event of any dispute are governed by the laws of Northern Ireland.

All work is carried out by Tierna Byrne Marketing & Design on the understanding that the client has agreed to our terms and conditions.

Copyright is retained by Tierna Byrne Marketing & Design 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 designs is presented and one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of Tierna Byrne Marketing & Design, unless specifically agreed in writing.

Project Acceptance

At the time of proposal, Tierna Byrne Marketing & Design will provide the customer with a written estimate or quotation by email. These Terms and Conditions can be read at any time on the Tierna Byrne Marketing & Design 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 Tierna Byrne Marketing & Design.

Alternatively, the client may send an official purchase order in reply to the estimate or quotation which binds the client to accept our terms and conditions, or an email acknowledging acceptance of the quotation.

For the avoidance of doubt, the Tierna Byrne Marketing & Design Terms & Conditions are what govern the job, not any conditions on the customer's purchase order.

Design Charges

Charges for design services to be provided by Tierna Byrne Marketing & Design 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 payment of 50% of the quoted fee will become immediately due.

Unless agreed otherwise with the Client, all design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work commences or is supplied to the Client for review. The remaining fifty (50) percent of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials.

Source Files

We will supply proofs and PDF files as appropriate for printing, or other graphic files as detailed in the job scope or request.

Charges for design work do not cover the release of our copyright design source files, including but not restricted to indd, psd, Ai, png, fla or other source files or raw code; if the Client requires these files for transfer to an in-house or other designer, they will be subject to a separate quotation or 'buy-out' charge.

Client Responsibilities

Client acknowledges that he/she shall be responsible for performing the following in a reasonable and timely manner: (a) Coordination of any decision-making with parties other than the contractor named; (b) Provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation; (c) Final proofreading.

Charges for Other Services

Charges for any additional services requested during the project that are over and above the estimated time or out of scope, 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 or Proof Email, and an Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form or signify approval by email to Tierna Byrne Marketing & Design.

Any invoice queries must be submitted by email within 14 days of the invoice date.

Accounts which remain outstanding for 30 days after the date of invoice, will incur late payment interest charge at the Bank of England Base Rate plus 8% on the outstanding amount from the date due until the date of payment.

Payments must be made by bank transfer.

Payments made by cheque must be previously agreed and may be subject to an administration charge. Cheques should not be sent in regular mail unless sent recorded delivery.

Publication and/or release of work done by Tierna Byrne Marketing & Design on behalf of the client, may not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. Tierna Byrne Marketing & Design 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 30 days from the date of invoice, or following a returned cheque. Tierna Byrne Marketing & Design shall be entitled to remove Tierna Byrne Marketing & Design's 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, sub-contractors, 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 all Tierna Byrne Marketing & Design's reasonable legal and accounting expenses and third party collection agency fees in the enforcement of the debt and these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to Tierna Byrne Marketing & Design for inclusion in the customer's website or other medium, 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 Tierna Byrne Marketing & Design on behalf of the customer, will remain the property of Tierna Byrne Marketing & Design and/or its suppliers unless otherwise agreed in writing. A licence for use of the copyright material is granted to the customer solely for the project defined in the scope or request and not for any other purpose.

The customer may request in writing from Tierna Byrne Marketing & Design, the necessary permission to use materials (for which Tierna Byrne Marketing & Design holds the copyright) in forms other than for which it was originally supplied, and Tierna Byrne Marketing & Design may, at its discretion, grant this and may charge for the additional usage. Such permission must be obtained in writing before any of the aforesaid artwork, images, text, or other data is used.

Any software, code, plugin or other third party material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the client, not Tierna Byrne Marketing & Design.

By supplying images, text, or any other data to Tierna Byrne Marketing & Design, the customer grants Tierna Byrne Marketing & Design permission to use this material freely in the pursuit of the design.

Should Tierna Byrne Marketing & Design, 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 Tierna Byrne Marketing & Design to remove and/or replace the file on the site/relevant item

The customer agrees to fully indemnify and hold Tierna Byrne Marketing & Design 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 in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge.

The customer also agrees that Tierna Byrne Marketing & Design 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 Tierna Byrne Marketing & Design, 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 Tierna Byrne Marketing & Design 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.

Tierna Byrne Marketing & Design will not be held responsible for any and all damages resulting from such claims.

Tierna Byrne Marketing & Design is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Tierna Byrne Marketing & Design responsible for any such loss or damage.

Any claim against Tierna Byrne Marketing & Design shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to Tierna Byrne Marketing & Design's definition of acceptable means of supplying data to the company.

Text is to be supplied to Tierna Byrne Marketing & Design in electronic format as standard text (.txt), MS Word (.docx) or via e-mail / FTP or shared folder.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Tierna Byrne Marketing & Design via e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and Tierna Byrne Marketing & Design will not be held responsible for any image quality which the client later deems to be unacceptable.

Tierna Byrne Marketing & Design 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, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, colour correction and alteration of images

Design Project Duration

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

Rights of Access for Website Construction or Social Media Management

The client agrees to allow Tierna Byrne Marketing & Design all necessary access to computer systems and/or social media accounts or 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 Tierna Byrne Marketing & Design access to any computer systems, social media accounts, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply Tierna Byrne Marketing & Design with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Design Project Completion

Tierna Byrne Marketing & Design considers the design project complete upon receipt of the customer's signed Approval form or signoff email. Other services such as printing, display panel production, film work, website uploading, publishing etc either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

Website styling only

Tierna Byrne Marketing & Design does not offer website coding and is not a web designer. Tierna Byrne Marketing & Design offers the service of styling websites in line with their brand identity. The colour palette, navigation items, website content (including imagery and text content) must be supplied by client prior to project commencement. Once these items are supplied by the customer, styling will commence and any changes to navigation items, colours, structure or content that require changes to the template will incur an additional charge.

Once web design is complete, Tierna Byrne Marketing & Design will provide the customer with the opportunity to review the resulting work. Tierna Byrne Marketing & Design 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 Tierna Byrne Marketing & Design by e-mail. Tierna Byrne Marketing & Design 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

Tierna Byrne Marketing & Design may request that clients change their type of hosting account used if that account is deemed by Tierna Byrne Marketing & Design to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website.

Fees due to third party hosting organisations are the responsibility of the client and Tierna Byrne Marketing & Design are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the customer / domain owner. Tierna Byrne Marketing & Design is not responsible for any ongoing maintenance of the website. The project is deemed complete once signed off & paid.

Domain Registration

Tierna Byrne Marketing & Design cannot guarantee the availability of any domain name and cannot register domains on the clients behalf.

Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, Tierna Byrne Marketing & Design 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. Tierna Byrne Marketing & Design recommend that customers use a professional SEO company and are happy to provide details of such companies, but accept no responsibility for their services.

Design Credits

The customer also agrees to allow Tierna Byrne Marketing & Design to place websites and other designs, along with a link to the client's site on Tierna Byrne Marketing & Design's own website for demonstration purposes and to use any designs in its own publicity and portfolios.

Rights of Refusal

Tierna Byrne Marketing & Design 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. Tierna Byrne Marketing & Design also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that Tierna Byrne Marketing & Design does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow Tierna Byrne Marketing & Design to remove the contravention without hindrance, or penalty. Tierna Byrne Marketing & Design 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 e-mail, however, following this, Tierna Byrne Marketing & Design 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 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Tierna Byrne Marketing & Design within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

Tierna Byrne Marketing & Design makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Tierna Byrne Marketing & Design will not be held responsible for any and all damages resulting from products and/or services it supplies. Tierna Byrne Marketing & Design 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 Tierna Byrne Marketing & Design responsible for any such loss or damage. Any claim against Tierna Byrne Marketing & Design shall be limited to the relevant fee(s) paid by the customer.

Tierna Byrne Marketing & Design cannot guarantee specific results in terms of marketing outcomes such as increased website visits, event attendee numbers, number of new followers, likes or comments etc due to the dynamic nature of social media & other marketing platforms.

Tierna Byrne Marketing & Design 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. Tierna Byrne Marketing & Design will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Tierna Byrne Marketing & Design reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by Tierna Byrne Marketing & Design, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at www.tiernabyrne.co.uk

An estimate validated by the customer's signature on the estimate or quotation form, or by email, 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 Tierna Byrne Marketing & Design.