

# Desktop Publishing Contract

This **AGREEMENT** is dated and in effect as of \_\_\_\_\_ between \_\_\_\_\_ hereafter referred to as "the Client" and **LISA'S BUSINESS SERVICES**, hereafter referred to as "LBS".

This Agreement, hereinafter referred to as "the Project", is for LBS to provide the following to the Client:

The parties agree as follows:

## **PROJECT/PAYMENT SCHEDULE:**

The full length of this contract is as follows: Starting date is \_\_\_\_\_ and estimated completion date is \_\_\_\_\_. The Client shall pay LBS £\_\_\_\_\_ as a 35% deposit for the Project commencement. The balance is due by the completion date and prior to file relinquishment.

## **DUE DATE:**

LBS agree to deliver design samples and will make every effort to meet agreed dates. The Client should be aware that failure to submit required information or materials will cause subsequent delays in delivery of finished work.

## **CONFIDENTIALITY**

The Client and LBS may disclose confidential information to each other to facilitate this Agreement. Such information shall be identified and not disclosed to third parties. Confidential information shall not include information that:

1. is already known to the party to which it is disclosed;
2. is or becomes part of the public domain without breach of this Agreement
3. is obtained from third parties
- 4.

## **FEES & ADDITIONAL SERVICES:**

Any changes made by the Client will be charged at £12.50 per hour. Any work the Client wishes LBS to create, which is not specified in the description above will be considered an additional service. Such work shall require a separate Agreement and payment.

## **EXPENSES:**

The Client agrees to reimburse LBS for any expenses necessary in completion of the Project (eg Messengers, Proofs, Research, Shipping, Software, Stock photography, Travel, Telephone consultation).

## **PAYMENT:**

All work will be charged in accordance with the pricing scale agreed to on the Website Contract or Booking Form. All costs of materials supplied or used in the course of work ie postage and stationery, will be invoiced in addition to the rates quoted. For small projects you will be invoiced on completion, with on-going projects an invoice will be sent at regular intervals. For larger projects ie a website a fee will be agreed first with a 25% deposit with final payment on completion. Payment will be made within fourteen days of receipt of invoice. We shall be reimbursed for any bank charges incurred by us arising from the return of unpaid cheques. Payment can be made by:

- Cheques payable to "Lisa Lyman"
- Bank transfer - details shown on invoice
- Credit and debits cards via PayPal.

**OUTSTANDING INVOICES:**

Where invoices remain outstanding beyond the fourteen days, the following procedure will apply:

1. If it is necessary for us to issue reminders for payments outstanding, a fee of £15 shall be added to the invoice on each such occasion.
2. Any invoices which remain outstanding 30 days from the invoice date, shall automatically be subject to a monthly interest charge of Bank of England base rate plus 8% of the balance due at that time (including any possible late payment reminder fees) until the date the payment reaches our account.

**COPYRIGHT ETC:**

You are solely responsible for ensuring the appropriate use of any document produced by us on your behalf, including abiding by any copyright and plagiarism laws, and publishing requirements. We accept no responsibility for such material supplied by you, and reserve the right to return any work which we believe to be inappropriately supplied. We also reserve the right to reject any material which we believe to be offensive, immoral or illegal. When we are following your instructions, you will indemnify us in full against all losses, costs and expenses, including legal fees, incurred as a result of any claim by any third party.

**PERMISSIONS AND RELEASES:**

The Client agrees to indemnify and hold harmless LBS against any and all claims, costs and expenses including legal fees, due to materials included in the website, at the request of the Client, for which copyright permission or previous release was not obtained.

**COMPUTER VIRUSES:**

All material supplied by you via email attachment or disk will be scanned to prevent computer viruses and will not be opened if viruses are detected. As a precaution, we do not open any attachments or emails which do not contain a subject heading or message. As a result, we do not accept liability for lost business or any other consequence of unopened emails.

**PROOFREADING:**

You are wholly responsible for the final proofreading of any completed work before it is utilised in any way, and we cannot accept responsibility for any consequential loss or any liability arising due to the subsequent use of any documentation produced. Once you have accepted the completed work, any changes will be charged at the standard rates.

**DOCUMENTATION STORAGE:**

Back up copies of your files will be kept for a period of 6 months, after which time they will be deleted unless you have agreed to a storage fee. It is highly recommended that all original documentation is sent by registered post to avoid loss.

**TERMINATION:**

Either party may terminate this Agreement by giving thirty days written notice to the other of such termination. In the event that the website is postponed or terminated at the request of the Client, LBS shall bill for work completed and expenses incurred through the date of that request and this shall be payable within thirty day. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

**ENGLISH LAW:**

If any provision of these Terms and Conditions is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions. These Terms and Conditions may be amended from time to time. These Terms and Conditions and the client's use of our Services are subject to and shall be construed in accordance with English Law. The undersigned agree to the terms of this Agreement on behalf of his or her business.

On behalf of the Client \_\_\_\_\_

Date \_\_\_\_\_

On behalf of LBS \_\_\_\_\_

Date \_\_\_\_\_