

P i n s t r i p e

NEW PROJECT/CLIENT  
TERMS & CONDITIONS

**#**Create  
smart

# NEW PROJECT

## TERMS & CONDITIONS

### 1. FEE/QUOTATION

**Our quotation is an estimate based on the work proposed at consultation stage. This can change as a result of time, revisions or additional works.**

After an initial consultation, we will propose a schedule of works required to complete your project. An inclusive fee for these works or an itemised quotation will be quoted and agreed in advance of commencing the work. This fee/quotation is based on the estimated total project development time and level of expertise necessary to complete a project.

Concept/design projects include development and delivery of up to 3 exploratory design concepts and the first 2-3 rounds of client revisions to initial concepts provided, (where required). We are not restricted to providing 3 concepts/revisions and will generally develop concepts/revisions until client is satisfied with a final one to go to final artwork stage. Additional client revision time will be added to the initial quotation (beyond first 3), when applicable.

### 2. EXPERIMENTAL WORK:

**All work produced, experimentally or otherwise, at customer's request is billable.**

This means that we do not undertake to do design or other work speculatively, ( i.e. where the client pays for it only if he/she likes it). All development work has value. If a client requests a job/work, from us, whether it's a large project or a small one, the client is signifying their agreement to pay for all work and time required to implement the work, and will be invoiced accordingly. Jobs which go unfinished, (normally) due to client delays or for whatever reason, including discontinuation/termination of project by client following it's initial commencement, will be part-invoiced for all work and time to date on that project. It is our policy to issue interim invoices for each stage (Milestone) of a project delivered. We bill for a minimum charge of €65, which covers up to the first hour, usually for new/small jobs. This minimum charge covers our time to activate a new job, covers up to 1 hour and covers administration/accounts time.

### 3: ORIGINATION FILES:

**At the point of completion you, the client, is entitled to a copy of the final product only.**

Pinstripe Media retains the exclusive right of ownership of all origination artwork files created by it. It is to be clearly understood, that the client is not automatically entitled to the ownership of any Origination Files created by Pinstripe Media. It is our policy that master files are not included in the final price or estimate and are not considered part of the Final Deliverables. The client is entitled to a copy of the final product only i.e. (the print-ready pdf/publish-ready files) – unless agreed in writing and where an additional fee to release the origination files is agreed separately. Apart from this, to gather up all origination files, link files etc., can take considerable time and all our time is billable. Releasing of the origination files can also signal that a competitor will be given the files by client to work with, therefore ending our income revenue. Also, fonts and stock photo images are purchased by Pinstripe Media and are licensed to Pinstripe Media only, at the time of purchase – often for just one specific rights managed usage. Therefore it would be unethical and illegal for Pinstripe Media to release those tools to a client or third party as we are not the copyright holders. The same goes for fonts. We do not give copies of copyrighted fonts out to clients or third parties.

In certain cases we are happy to negotiate a price for the transfer of full copyright of origination files including layered files and are more than willing to help client secure the various image and font licenses to protect themselves from violating a third-party's copyright.

### 4: OUT OF SCOPE WORK/ADDITIONAL SERVICES:

**It is to be understood that all estimates given in your quotation are just that 'estimates'.**

It may not be possible to give a fixed price because of the evolving nature of most creative projects. We understand that a client may want additional content added to a given project or may request additional change requests to a given project, that are outside the scope of the original brief and original price estimate agreed. Changes in client input or direction or excessive change requests will be charged at a minimum of €35 per hour. Any work the client wishes Pinstripe Media which is not specified in the original estimate/agreement will be considered as extra billable time / 'Out of Scope Work'. In most cases we will flag

this with client in advance and seek agreement on additional billing, before project proceeds further.

#### 5: PROJECT TERMINATION:

**In the event that a project is terminated by the client, payment for works/ time completed to the point of termination will be billable.**

In the event that a given project is postponed or terminated at the request of the client, Pinstripe Media shall have the right to bill pro-rata for work completed up to the date of the termination, while reserving all rights under this Terms & Conditions document. If additional payment is due, this shall be payable within thirty days of the client's written notification to terminate the project work. In the event of termination, the client shall also pay any expenses incurred by Pinstripe Media and Pinstripe Media shall own all rights to the project file and work done. The client and Pinstripe Media are independent parties and nothing within these Terms & Conditions shall constitute either party as the employer, principal, partner or joint venture with the other party. Neither the client nor Pinstripe Media has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other. This Agreement shall be governed by and construed in accordance with the laws of The Republic Of Ireland applicable therein.

#### 6: EXTERNAL (THIRD PARTY) EXPENSES:

**External expenses will be considered within the overall cost of the project. Specific, unavoidable costs will be discussed and added to the bill.**

In the course of a project, third party costs (such as the purchase of stock photography images, custom illustrations, fonts, couriers, hard copy/digital proofs, domain/hosting, travel expenses, accommodation and fuel etc.) will be billed where applicable.

#### 7: PROOFING & FINAL ARTWORK:

**The Client is responsible for the accuracy, correctness and legal/regulatory compliance of all copy.**

Whether copy is supplied by the client, by Pinstripe Media or by a third party, the client is responsible for proof reading and signing off on final version before approving to send to repro/print/publishing/online/media. Proofs of all work may be submitted for customer's approval, and no responsibility will be accepted for any errors in proofs or final

reproduction/publication, which may have been passed/approved by the client. It is the client's responsibility to ensure all material is proof read.

#### 8: TIMELINE - PROJECT MILESTONES

**Your project will be delivered through multiple milestones outlined in your bespoke Terms of Engagement delivered with your quotation.**

Pinstripe Media request cooperation from the client to have reached their requirements by the agreed milestone in order to achieve the smooth and timely running of your project. This will ensure your project will be completed on time and within your quotation. If the requirements are not met, this will result in a delay in your project completion date in addition to a penalty of 5% of the project value - this is to cover the costs as a result of the delay.

#### 9: SUPPLIED CONTENT

**All content supplied by the client must be supplied through Google Drive or Dropbox only.**

Please upload all your media files to a shared folder. Please label all files and sub-folders appropriately. We will not accept copy or media through an email thread. Please provide video/photographic/graphic media in it's highest resolution. We will upload story boards/mood boards, proofs and final artwork to this folder.

#### 10: BILLING:

We generally issue invoices in 3 stages – beginning, middle and end of project unless another agreement has been mutually understood. Payment terms are strictly 30 days from the date of invoice, unless agreed otherwise in writing. Payment may be made via cheque, bank transfer or online. Pinstripe Media will not be liable to additional online transaction fees. (Pinstripe Media reserves the right to charge interest on overdue invoices that have been held without due cause and explanation). First time/new clients of Pinstripe Media may be requested to pay a deposit of between 25% – 50% of a project estimate in advance of commencement – particularly if they are start up businesses or smaller enterprises. A final payment may be requested prior to releasing final artwork files or uploading websites to live status etc. All artwork provided during the development stages will be water-marked and will have a lower resolution than the final product.

11. PINSTRIPE MARKETING RIGHTS:

**Pinstripe Media reserves the right to retain samples of materials produced for it's clients for use in our portfolio.**

This includes our online media or for use in marketing/advertising activities. Unless instructed otherwise by client in advance in writing and all royalty-free library images/stock shots and sound sequences may be used by Pinstripe Media or by other suppliers for other projects and clients.

Pinstripe Media reserves copyright title to all goods and designs produced by it and intellectual rights to concepts and copy produced, until all relevant invoices have been paid. It is to be understood that the client does not automatically own any development files or development designs, but only a set of the Finished Artwork file. We reserve the right to dispose of all development files after a period of 3 months. The client agrees that Pinstripe Media will not be held liable for any consequential loss arising for any reason from any work or service produced by it or from its failure for any reason to produce any material by a specific date etc.

12: THIRD PARTY CONTRACTORS:

**The client agrees that Pinstripe Media will not be held liable for the quality of service or product supplied/produced to a client by any Third Party contractor.**

This includes print companies, web developers or other any other consultants, whether recommended by Pinstripe Media or not on any given project. In such cases the client (or the client's representative) agrees to seek compensation directly from the Third Party contractor and not from Pinstripe Media. It is to be understood, that Pinstripe Media cannot guarantee the quality of service or work produced by any third party – including print companies, designers, marketeers, advertising agencies, web developers or hosting companies etc.

13: BACK UP FILES DISCLAIMER:

**It is the client's responsibility to ensure that they create regular backups of all project documents.**

This includes website hosting files from the hosting company who hosts their website,

and to back up any relevant files. Pinstripe Media accepts no liability other than to refund amounts that we charge for the (creative) services that we provide. Having your important files in two places increases the likelihood that your files will be recoverable in at least one of them. However, there is still a possibility that the files can be lost or destroyed at both places at the same time.

The risk of that happening is entirely on the client. The client or their representative is responsible for purchasing any insurance coverage to protect their business or personal information against such loss. This is not included in our price estimates. For example, if you only use a third party website hosting company for website backup, you accept the risk that the backup files can be lost or destroyed, and that there will be no financial compensation for such loss or destruction from Pinstripe Media – as we do not guarantee to hold a copy. You use such backup facilities entirely at your own risk.

Important: it is our policy to delete all development files from our back up systems once that project is completed, usually after a period of 30 days. The recreation of these files or artworks, should they be required after that period, may incur additional costs to remake.

#### 14: CONFIDENTIALITY:

**We take the confidentiality of our client's information very seriously. Our client relationships are based on trust, which we greatly value.**

It is often necessary for clients to disclose confidential information (and vice versa) to facilitate the work on a given project. We are very aware and exceptionally careful to safeguard any confidential information given to us. We are generally happy to sign an NDA (non disclosure agreement) where it is deemed necessary. If a third party consultant is required to work on a client project, we will also ensure that they also sign a NDA, if required.



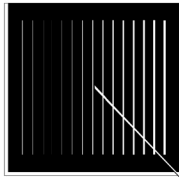
It will be understood by Pinstripe Media, that if a client proceeds to commission Pinstripe Media (which may include a Third Party Consultant) on a given project, that the client has agreed, understood and is bound by Pinstripe Media's Terms and Conditions. In accordance with client needs, certain of these terms may be subject to amendment or exclusion by agreement. Such amendment or exclusion must be agreed in writing in advance of the commencement of a project. Pinstripe Media reserves the right to update these terms and conditions at any time and without prior notice.

Eamonn B. Shanahan

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Managing Director  
Pinstripe Media

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