**­The following Terms and Conditions of Service apply to all products and services provided by Champion Designs. Agreement to these terms via electronic signature/confirmation will be considered a written agreement.**

**All work is carried out by Champion Designs on the understanding that the client has agreed to Champion Designs’ terms and conditions.**

**Copyright is retained by Champion Designs 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 Champion Designs as fulfilling the contract. All other designs remain the property of Champion Designs, unless agreed in writing that this arrangement has been changed.**

**Project Acceptance**
At the time of proposal, Champion Designs will provide the customer with an estimate or quotation. An invoice will be provided if necessary. Once the terms & conditions have been agreed upon, the customer is bonded to these terms. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Champion Designs’ terms and conditions. **No work on a project will commence until either document has been received by Champion Designs. Champion Designs retains the right to accept or deny project proposals upon request.**

 **Design Charges**
Charges for design services to be provided by Champion Designs, will be set out in the 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 50% of the quoted fee will become immediately due.** Work on the project will not commence until Champion Designs has received this amount. Complimentary artwork is limited to a set number of given revisions. Champion Designs has the right to refuse additional artwork/revisions.

 **Charges for Other Service**
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. **THIS INCLUDES LATE FEES AND INTEREST PAYMENTS.**

**\*10% additional charge per day of unpaid remaining balance upon project’s completion\***

**\*Rush fee is at least an additional $40 for any projects with less than a week’s turnaround\***

 **Payment**
The customer will be provided with final drafts and/or Review of the work provided with an \*optional\* 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 submit it to Champion Designs. **Accounts which remain outstanding for 5 days after the date of invoice, will incur an extra charge of 10% per day of the outstanding amount.**

Payments may be made by cash, Major Credit Card, and/or previously agreed electronic funds transfer.

Publication and/or release of work done by Champion Designs on behalf of the client, may not take place before cleared funds have been received or permission has been given. Once payment has been made, there will be no reimbursement of funds unless agreed by Champion Designs in writing.

Returned checks will incur an additional fee of $50 per returned check. Champion Designs reserves the right to consider an account to be in default in the event of a returned check.

 **Default**
An account shall be considered default if it remains unpaid for 30 days from the date of invoice. Champion Designs shall be considered entitled to remove Champion Designs 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, business cards, flyers, pamphlets, 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 Champion Designs 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 Champion Designs for inclusion in the customer’s business cards, flyers, pamphlets, 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 Champion Designs on behalf of the customer, will remain the property of Champion Designs and/or its suppliers.

The customer may request in writing from Champion Designs, the necessary permission to use materials (for which Champion Designs holds the copyright) in forms other than for which it was originally supplied, and Champion Designs 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 Champion Designs, the customer grants Champion Designs permission to use this material freely in the pursuit of the design.

Should Champion Designs, or the customer supply an image, text, audio clip or any other file for use in a business cards, flyers, pamphlets, 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 Champion Designs to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Champion Designs 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 Champion Designs 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 Champion Designs, 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 Champion Designs 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. Champion Designs will not be held responsible for any and all damages resulting from such claims. Champion Designs is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Champion Designs responsible for any such loss or damage. Any claim against Champion Designs shall be limited to the relevant fee(s) paid by the customer.

 **Data Formats**
The client agrees to Champion Designs’ definition of acceptable means of supplying data to the company.

Text is to be supplied to Champion Designs in electronic format as standard text (.txt), MS Word (.doc), and/or via e-mail & online cloud software.

File format options that will be returned to the customer include JPEG (.jpeg, .jpg), PNG (.png), PDF Documents (.pdf), Vector Files (.eps, .svg). Program files (Adobe Illustrator (.ai), Adobe Photoshop (.psd), etc.) will remain property of Champion Designs and will be given out upon their discretion.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by Champion Designs via message or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Champion Designs will not be held responsible for any image quality which the client later deems to be unacceptable. Champion Designs 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.

 **Design Project Duration**
Any indication given by Champion Designs of a design project’s duration is to be considered by the customer to be an estimation. Champion Designs 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 Champion Designs for the initial payment or by date confirmed by Champion Designs.

 **Rights of Access for Website Construction**
The client agrees to allow Champion Designs 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 Champion Designs 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 Champion Designs 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**
Champion Designs considers the design project complete upon receipt of the customer’s review and verbal/virtual approval or emailed statement accepting approval. Other service charges for printing, display panel production, film work, website uploading, publishing, late fees, interest, etc., either contracted on the clients behalf constitute a separate project and can be treated as a separate charge. Once a project has been designed and emailed, there will be no refunds.

**Project Abandonment**
If after repeated attempts to begin, continue, or finalize the delivery of services, Customer fails to participate, or becomes otherwise unresponsive to Champion Designs’ requests for a period of one week (7 days), the project may be considered abandoned, and Champion Designs may reduce any refund the Customer may otherwise be entitled to hereunder to zero, and Customer will have forfeited all rights to receive any refund for services purchased or as described in the original invoice. Champion Designs may issue customer credit for future services at its discretion.

 **Website Design Only**
Once web design is complete, Champion Designs will provide the customer with the opportunity to review the resulting work. Champion Designs 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, color schemes or any navigation features. Any minor changes can be notified to Champion Designs by e-mail or fax and confirmed by post.

Champion Designs 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**
Champion Designs does not offer in-house hosting services. ***Champion Designs can only suggest possible sub-contractors*** and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Champion Designs may request that clients change the type of hosting account used if that account is deemed by Champion Designs to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees due to the hosting organization are the responsibility of the client and Champion Designs are not liable for their payment.

 **Domain Registration**
Champion Designs cannot guarantee the availability of any domain name. Where Champion Designs is to register a domain name on behalf of a client it will endeavor 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, Champion Designs 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 Champion Designs to place a small credit on printed material exhibition displays, advertisements and/or a link to Champion Designs’ own website on the customer’s website at its discretion. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow Champion Designs to place websites and other designs, along with a link to the client’s site on Champion Designs’ own website for demonstration purposes and to use any designs in its own publicity.

 **Rights of Refusal**
Champion Designs 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. Champion Designs also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Champion Designs does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Champion Designs to remove the contravention without hindrance, or penalty. Champion Designs 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, Champion Designs will need formal notification within 3 days of the projects beginning. 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 7 days. Please note: any cancellation which is not formally confirmed in writing and received by Champion Designs within 3 days of such instruction being issued, will be liable for the full quoted cost of the project.

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

Champion Designs 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. Champion Designs will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Champion Designs 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. Champion Designs 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.

 **Binding Arbitration**The parties to this contract agree that any and all disputes that cannot be settled in good faith by the parties shall be resolved through binding arbitration using the American Arbitration Association.  It is further agreed that the cost of binding arbitration shall be shared equally by Champion Designs and the Client.  It shall be clearly understood that any disputes that may arise are confidential with no public comment permitted in any form by either party relating to the dispute.  The results of any Arbitration proceeding shall also be confidential with no public comment by either party permitted in any form relating to any award. The parties agree that any breach of this provision shall constitute a willful breach of contract.

 **General**
These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Champion Designs 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 Champion Designs and validated by the customer’s signature on the estimate or quotation form. Virtual signature of this 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 Champion Designs.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_