

Terms and Conditions

Definitions: 'The client' means the party, or any person acting on their behalf, with whom Sparks Publishing Services Ltd contracts.

The following Terms and Conditions of Service apply to all products and services provided by Sparks Publishing Services Ltd.

All work is carried out by Sparks Publishing Services Ltd on the understanding that the client has agreed to Sparks Publishing Services Ltd's Terms and Conditions.

1. At the time of proposal, Sparks Publishing Services Ltd will provide the client with a written estimate or quotation. All prices quoted, whether written or verbal, are for the listed and mentioned services only. Any additional services required to complete the project will be quoted for in advance and charged accordingly. Deliveries and couriers are additional.
2. The client must accept this quotation or estimate in writing via email or post before work can commence on any job. Acceptance of the quotation of estimate also indicates acceptance of the Terms and Conditions.
3. If a choice of design is presented, only one solution is deemed to be given by Sparks Publishing Services Ltd as fulfilling the contract. All other designs remain the property of Sparks Publishing Services Ltd, unless agreed in writing that this arrangement has been changed.
4. All estimates for design or typesetting work are based on expected time taken and include two sets of client's corrections. If additional changes are required by the client, or there is a change of brief, Sparks Publishing Services Ltd will inform the client in advance of extra cost likely to be incurred.
5. Sparks Publishing Services Ltd will provide proof versions for approval by the client or to action reasonable formatting changes and requests. Correction of errors present in a submitted manuscript, which are carried over to the typeset document, beyond an agreed limit (usually equivalent to 15% of the typesetting cost) are separately chargeable.
6. All projects are planned to an agreed schedule. Non adherence to this schedule by the client or author may result in compromising final delivery deadlines. If this is likely to occur, Sparks Publishing Services Ltd will advise the client as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.
7. Whilst every effort will be made to achieve agreed delivery, Sparks Publishing Services Ltd cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work.
8. Work is billed either monthly or on completion of project stage, at the agreed rate, whether hourly, per page or per 1000 words. An account shall be considered default if it remains unpaid for more than 90 days from the date of invoice, or following a returned cheque.
9. For new clients, a payment for the full or part amount may be requested in advance of commencement. For any subsequent jobs, full payment must be received by Sparks Publishing Services Ltd not later than 30 days after the date of invoice. Sparks Publishing Services Ltd reserves the right to make a surcharge of 2% per month interest to accounts which are not paid by this time.
10. Once a client has an established credit account with Sparks Publishing Services Ltd, the project may be invoiced in stages, the timing of which will be mutually agreed between the client and Sparks Publishing Services Ltd.
11. Additionally, Sparks Publishing Services Ltd reserves the right to invoice for any part works carried out including third party costs incurred on a project should the project be unable to be completed for any reason or has been delayed/put on hold by the client for a period of four weeks or more.
12. For any job for which Sparks Publishing Services Ltd is liable to expend a large sum of money in advance, Sparks Publishing Services Ltd reserves the right to request payment in advance from the client.
13. Returned cheques will incur an additional fee of £50 per returned cheque. Sparks Publishing Services Ltd reserves the right to consider an account to be in default in the event of a returned cheque.
14. If at any point during the design or development cycle a client wishes to cancel, they may do so but will be invoiced an amount that Sparks Publishing Services Ltd judges to be proportional to the amount of work completed on the project.
15. All creative work produced and devised during a project(s), creative, digital, software files and related correspondence remain the property – physically, intellectually and in copyright – of Sparks Publishing Services Ltd until full payment has been made on the client's account, and all project costs have been cleared.
16. By supplying text, images and other data to Sparks Publishing Services Ltd for inclusion in the client's printed material or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

17. The client agrees to fully indemnify and hold Sparks Publishing Services Ltd free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.
18. All initial concepts and ideas not accepted by the client remain the copyright of Sparks Publishing Services Ltd.
19. It is the responsibility of the client to seek copyright protection if desired for any creative/ intellectual property provided to the client by Sparks Publishing Services Ltd.
20. Sparks Publishing Services Ltd cannot guarantee the client exclusivity of any marketing concept, strategy, design or other intellectual property provided. Therefore Sparks Publishing Services Ltd will not accept liability for any alleged claim from the client or any third party as the result of unintentional similarity in part or whole of a third party's copyright protected or registered trademark or brand, identity, strapline, colour usage, image style and content, product or otherwise.
21. Images which are supplied by the client must be of a quality suitable for use without any subsequent image processing, and Sparks Publishing Services Ltd will not be held responsible for any image quality which the client later deems to be unacceptable. Sparks Publishing Services Ltd cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.
22. Sparks Publishing Services Ltd will not include in its work 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. Sparks Publishing Services Ltd also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Sparks Publishing Services Ltd does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the client is obliged to allow Sparks Publishing Services Ltd to remove the contravention without hindrance, or penalty. Sparks Publishing Services Ltd is to be held in no way responsible for any such data being included.
23. Once final proofs have been signed off, Sparks Publishing Services Ltd cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product.
24. Sparks Publishing Services Ltd reserves the right to outsource any job if it is felt it is in the best interests of the client. Any outsourced job remains the property/responsibility of Sparks Publishing Services Ltd and such services are deemed to be carried out 'indirectly' by Sparks Publishing Services Ltd.
25. Sparks Publishing Services Ltd will not be held financially responsible in any way for services not carried out/managed directly or indirectly by Sparks Publishing Services Ltd.
26. In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non payment of the Charges, for whatever reason), the parties shall attempt to resolve such dispute or difference in good faith or by mediation. It is the responsibility of the client to inform Sparks Publishing Services Ltd immediately of any issue that may lead to a dispute (including but not limited to quality, service, cost, deadline).
27. Whilst taking every care to protect all media and correspondence supplied, Sparks Publishing Services Ltd cannot accept liability or be held responsible financially or otherwise for any loss.
28. Disclaimer: Sparks Publishing Services Ltd makes no warranties of any kind, express or implied, for any and all products and/ or services that it supplies. Sparks Publishing Services Ltd will not be held responsible for any and all damages resulting from products and/or services it supplies. Sparks Publishing Services Ltd 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 client agrees not to hold Sparks Publishing Services Ltd responsible for any such loss or damage. Any claim against Sparks Publishing Services Ltd shall be limited to the relevant fee(s) paid by the client.
29. Sparks Publishing Services Ltd reserves the right to the use any work carried out for the client for self-promotion.
30. By commissioning Sparks Publishing Services Ltd, the client is agreeing fully to its Trading Terms and Conditions.
31. If any part of this agreement is found to be invalid, the remainder shall still be valid and enforceable.
32. These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Sparks Publishing Services Ltd reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.