



TILTED DESIGN®
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Definitions updated on 17th August 2023

Terms and Conditions

These are the Terms and Conditions of services provided by James Petrie*:

Where mentioned:

James Petrie (individual) and 'Tilted Design' are one and the same.

Commission, commissioned, commissioning - represents work/services which James Petrie has been requested to carry out.

Client(s) - represent the commissioning body, company, organisation, group or individual who wish to have work/services carried out by Tilted Design.

Where stated: agreed, agreements, arranged, arrangement - represent the mutual agreements between Tilted Design and the client.

1. Tilted Design will:

- 1.1. Undertake work to the agreed requirements of the client.
- 1.2. Produce the work for the agreed costs.
- 1.3. Meet reasonable deadlines.
- 1.4. Where applicable offer the moral rights (copyright) of the commissioned work to the client ONLY after full payment(s) are received.
- 1.5. Not reproduce, re-sale or publish (digital or otherwise) any commissioned work which has been exclusively created for the client. This excludes applicable moral acknowledgments (see parts 2.4 & 2.5).
- 1.6. As far as reasonably possible keep all information and details of the client and their projects confidential.

2. The client will:

- 2.1. Pay Tilted Design in full for services rendered within 30 days and by the due date(s) stated on the invoice(s).
- 2.2. Pay Tilted Design for any additional work carried out at the client's request which were not included in the original estimate.
- 2.3. Pay an additional 3% of the outstanding amounts owed to Tilted Design (charged monthly) if full payment(s) are not received by the due date marked on invoice(s) (see part 5 below).
- 2.4. Where applicable acknowledge James Petrie and identify him as the artist, animator or designer in any credits associated with the work(s) undertaken.
- 2.5. Accept that James Petrie may claim any commissioned work he has undertaken as the individual who worked on this media purely for promotional purposes, such as to advertise his skills and abilities in order to maintain and acquire new business.
- 2.6. Accept the terms and conditions set out in this document before production or services are carried out by Tilted Design.

3. Rolling monthly block basis, incomplete projects, and jobs placed on hold or postponed:

- 3.1. While it is preferable to invoice after full production has been completed, my terms are that **ALL commissioned work must be paid for on a rolling monthly block basis**. Any ongoing commission which exceeds 4 weeks of production (this includes lead time on client appraisal, feedback or additions), an invoice will be issued with 30 days notice for all unpaid works completed in that period, even if the project is not fully concluded or signed off by the client. All invoices are subject to conditions set in part 2 above.
- 3.2. Any commissioned work started which has not officially been cancelled by the client, or is incomplete, may be put on hold for a short term up to 4 weeks, after which all unpaid work completed to that point will be invoiced to the client. When/if the job resumes further invoices will be issued as required for ongoing production, and until such time the job has been completed.

4. General terms and conditions:

- 4.1. Liability is limited to the commissioned work only.
- 4.2. Tilted Design can and will only accept liability which is limited to the value of the work it has undertaken against which it is owed in the production of that work.
- 4.3. Tilted Design does not accept any responsibility for any loss of business, contract, or legal liability suffered by the client, or the client's associated organisations relating to any service Tilted Design has carried out, in part, either directly or indirectly.
- 4.4. Tilted Design does not accept any responsibility specified in part 4.3 even if any of the conditions in part 1 are not met.
- 4.5. Accepting any service or work from Tilted Design the client therefore accepts the terms and conditions laid out in this document.

5. Late payment fees:

- 5.1. If the client fails to pay the owed amounts in full to Tilted Design within 30 days after the due date has expired, and has not contacted Tilted Design to arrange a new payment date, then Tilted Design reserves the right to charge the client an additional 3% of the outstanding amount(s) every month until owed amounts have been fully settled.

To avoid a late payment fee, the client may at any time contact Tilted Design to arrange a date when amounts are expected to be paid. Failure to keep the newly appointed dates may result in a late payment fee being charged.

Late payment fees are implemented at the discretion of Tilted Design.

6. Right to cancel:

- 6.1. The client may at any time cancel its commission to Tilted Design, however the client must send written confirmation expressing its wish to cancel (e-mails accepted on proof of receipt). The client does not need to state the reason why it wishes to cancel, however any information on how Tilted Design can improve its service would be beneficial. Once confirmation is received by Tilted Design the client must pay in full any work or service which has been completed up to that point. Please note that any applicable copyright is only given to the client once full payment has been received.

7. Confidentiality Notice:

- 7.1. Sample work contained within or linked to any message or document that Tilted Design has provided to the client out of courtesy is in the strictest of confidence. Where such samples have been provided free of charge or obligation the client may share such media or estimate to anyone within their organisation for evaluation purposes only, however permission to share such content to anyone outside that organisation or business without prior consent is strictly forbidden. The content provided to the client as sample media should not be shown to any individual or business competing for the same work.*

**This is because considerable time and effort has been made to solve design problems (intellectual property of Tilted Design) which have been custom created from scratch often from very basic or limited information in order to pitch for potential work. This foundation work could easily be replicated or modified by a competitor, who could take unfair advantage or build upon the design or animated concepts it contains. It is worth noting that unless otherwise stated, Tilted Design creates all sample work from scratch, unlike some other studios who might use off-the-shelf or stock media to sway your consideration. I always recommend a blind test to evaluate a designer's capabilities. This notice must be included when communicating to individuals within a client's organisation to whom sample work is shared. Thank you for your understanding in these matters.*

Tilted Design® is a registered trademark for James Petrie's Illustration and Animation services. All rights reserved. Trade Mark No: UK00003728220

This document was updated in August 2023
 Authorised and declared by James Petrie
 (Trading as Tilted Design®)



*General Terms and Conditions are only applicable if no other terms and conditions have been arranged with the client. Subject to change without prior notice. These Terms and Conditions are publicly available from the Tilted Design® website (tilteddesign.co.uk/terms/tilted_design_terms_of_service.pdf)

Thank you for your custom



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