

# IDI / Conditions of Engagement

[Conditions of Engagement for Graphic Designers & Photographers](#)

[Conditions of Engagement for Textile Designers](#)

[Conditions of Engagement for Exhibition & Display Designers](#)

[Conditions of Engagement for Fashion Designers](#)

[Conditions of Engagement for Product Designers](#)

[Conditions of Engagement for Interior Designers](#)

[Conditions of Engagement for Film, Television & Theatre Designers](#)

# Conditions of Engagement for Graphic Designers & Photographers

These Conditions of Engagement are designed, for the benefit of both the client and the Designer, to establish a clear understanding of services and responsibilities in all foreseeable situations. Not all the conditions will necessarily apply to a particular commission.

The responsibilities of the Designer are often fulfilled in co-operation with other professions. The Designer should advise the client if there is need for other professional consultants, and may be responsible for the integration of their work.

## **Conduct**

All Members of the IDI abide by the Institute's Code of Professional Conduct.

## **Confidentiality**

The Designer shall treat all knowledge of the client's intentions, production methods and business organisation as confidential and shall not, at any time, divulge such information without the written consent of the client.

The Designer will not divulge any information relating to or arising from the design commission and the work carried out in relation to it unless or until such information lawfully comes into the public domain.

It is the Designer's responsibility to ensure that all members of staff are similarly bound to secrecy.

## **Quotations/Estimates**

Of design fees are firm for 1 month from the date of issue.

## **Meetings**

The quotation includes for a reasonable number of discussion and presentation meetings. Initial meetings outside a Designer's office are chargeable at an hourly rate plus expenses.

## **Confirmation**

The commission and brief shall be confirmed in writing by both the client and the Designer before proceeding, the form of service and fees being stated.

## **Payment**

The Designer shall be paid for his services such fee or fees as have been agreed, which may be subject to VAT or other statutory additions.

Fees are payable in three stages: one-third payable in advance; one-third payable on presentation of design; final third payable on approval of finished artwork.

All fees shall be paid within 30 days following submission of the account by the Designer. The Designer shall be entitled to charge interest at the rate of 1.5 per cent per month on all sums due which have been outstanding for one calendar month or more.

The fees of other consultants engaged by the Designer with the approval of the client shall always be the responsibility of the client.

### **Expenses**

In addition to the fees, the Designer shall be reimbursed for all reasonable out-of-pocket expenses and for those of the Designer's staff actually and properly incurred in the execution of the commission. Such expenses may include hotel and travelling expenses, use of car, long distance telephone calls, etc. The Designer is entitled to add a handling charge for this service.

### **Costs**

Costs incurred by the Designer in the reproduction of drawings, etc, undertaken at the client's request or with his approval, shall be charged separately unless covered under a fixed fee agreement. The Designer is entitled to add a handling fee for this service.

### **Rushed Work**

Any work required in advance of the agreed timetable or any agreed contraction of the timetable shall be charged and paid for at an additional rate agreed in advance, or, failing agreement, determined by the Designer.

### **Alterations**

The Designer is entitled to make an additional charge for extra work entailed in making alterations to an approved design, necessitated by changes in the client's instructions, or any other cause beyond the control of the Designer. Agreement should be reached before commencement of this work on the extent of this charge and the method by which the extra charge will be made.

### **Modifications**

No modifications or alterations to any designs or other work may be made without the consent of the Designer. No reproduction or replication of the design shall differ in any way from the original supplied without consent of the Designer. Any modifications or alterations shall only be carried out by or under the supervision of the Designer and, if they result from a change or changes in the agreed brief, shall be paid for at a rate agreed with the Designer in advance.

### **Use of Work**

No designs or other work carried out during the course of the commission shall be used for any purpose other than that for which it is commissioned without the prior written approval of the Designer and in no circumstances may any work in preliminary or draft form be used or published as finished work without the prior written approval of the Designer.

**Copyright**

Legally, copyright or other industrial property rights in all sketches, drawings or models, is the property of the designer unless otherwise assigned. Any fees payable to the designer shall not be deemed to include the assignment of any such rights.

**Design Registration**

When the copyright or other property rights in a design is acquired by the client, the Designer shall, where desired, assist in any application for design registration. The costs shall be borne by the client.

**Patents**

All patentable material that may be originated by the Designer during a design commission shall remain the Designer's property unless, or until, a separate agreement is entered into assigning patent right in part or in full as may be desired.

**Design Credits**

The Designer shall be entitled to claim authorship of any design for which he has been responsible. By agreement between the Designer and the client, a published work may, if appropriate, bear a credit to the Designer provided this is accomplished in a manner approved of by the Designer. The Designer's consent shall be obtained before his name, signature or trademark is reproduced on any finished product or otherwise published.

**Free Specimens**

Where appropriate, the client should afford the Designer the right to receive, free of charge, a photographic record of the commissioned work where samples are not available.

**Exclusive Services**

Unless specifically negotiated and agreements reached on both length of time required and fee payable, a Designer shall not work on an exclusive basis. However, in accordance with the Institute's Code of Professional Conduct, a Designer shall not work simultaneously on assignments which are in direct commercial competition without the agreement of the clients concerned.

**Contractors/Suppliers**

Although all reasonable care will be taken when recommending suppliers or contractors, the Designer cannot accept responsibility for the performance of such suppliers or contractors.

**Interpretation**

Any questions arising out of these Conditions of Engagement may be referred by the Designer or the client to the President, or the Council of the Institute of Designers in Ireland, for advice at any time provided always that such a decision is sought on a statement of undisputed facts submitted jointly by both parties who undertake to accept the decision as final.

**Arbitration**

Where any difference or dispute arising out of these Conditions of Engagement cannot be determined in accordance with the "Interpretation" provisions above, the matter shall be referred to the arbitration of a person appointed by agreement between both parties, or, failing agreement within fourteen days after either party has given to the other a written request to agree to the appointment of an Arbitrator, a person nominated at the request of either party by the President, or the Council, of the Institute of Designers in Ireland.

**Termination**

If, for any reason, the client decides to terminate the contract during any stage, the fee and expenses for that stage will become payable.

**Law**

An agreement between the Designer and the client shall be governed by Irish law and the Courts of Law of the Republic of Ireland shall have jurisdiction to entertain any action in respect hereof or any case stated by an Arbitrator.

**Notices**

Any notices of communication which either the Designer or the client intends to give to the other party and which is sent by pre-paid letter post addressed to the last known address of the party to whom the notice is to be given shall be deemed to have been effectively given forty-eight (48) hours after the same shall have been put in a letter box in current public use in the country of the sender.

# Conditions of Engagement for Textile Designers

These Conditions of Engagement are designed, for the benefit of both the client and the Designer, to establish a clear understanding of services and responsibilities in all foreseeable situations. Not all the conditions will necessarily apply to a particular commission.

The responsibilities of the Designer are often fulfilled in co-operation with other professions. The Designer should advise the client if there is need for other professional consultants, and may be responsible for the integration of their work.

## **Conduct**

All Members of the IDI abide by the Institute's Code of Professional Conduct.

## **Confidentiality**

The Designer shall treat all knowledge of the client's intentions, production methods and business organisation as confidential and shall not, at any time, divulge such information without the written consent of the client.

The Designer will not divulge any information relating to or arising from the design commission and the work carried out in relation to it unless or until such information lawfully comes into the public domain.

It is the Designer's responsibility to ensure that all members of staff are similarly bound to secrecy.

## **Quotations/ Estimates**

Quotations/Estimates of design fees are firm for 1 month from the date of issue.

### **Meetings**

The quotation includes for a reasonable number of discussion and presentation meetings. Initial meetings outside a Designer's office are chargeable at an hourly rate plus expenses.

## **Confirmation**

The commission and brief shall be confirmed in writing by both the client and the Designer before proceeding, the form of service and fees being stated.

## **First Samples**

The client will, in all cases, submit first samples to the Designer.

## **Payment**

The Designer shall be paid for his services such fee or fees as have been agreed, which may be subject to VAT or other statutory additions.

Fees for single season projects are payable in three stages: one-third payable in advance; one-third payable on presentation of design; final third payable on approval of finished sample.

Fees for multiple season projects are payable quarterly in advance.

All fees shall be paid within 30 days following submission of the account by the Designer. The Designer shall be entitled to charge interest at the rate of 1.5 per cent per month on all sums due which have been outstanding for one calendar month or more.

The fees of other consultants engaged by the Designer with the approval of the client shall always be the responsibility of the client.

### **Expenses**

In addition to the fees, the Designer shall be reimbursed for all reasonable out-of-pocket expenses and for those of the Designer's staff actually and properly incurred in the execution of the commission. Such expenses may include hotel and travelling expenses, use of car, long distance telephone calls, etc. The Designer is entitled to add a handling charge for this service.

### **Costs**

Costs incurred by the Designer in the reproduction of drawings, photography, etc, undertaken at the client's request or with his approval, shall be charged separately unless covered under a fixed fee agreement. The Designer is entitled to add a handling fee for this service.

### **Additional Services**

A separate agreement is required if the Designer is to prepare, direct and co-ordinate the programme, advise on sampling, and direct procedure from inception to presentation.

### **Supervision**

Supervision of production is subject to a separate agreement.

### **Rushed Work**

Any work required in advance of the agreed timetable or any agreed contraction of the timetable shall be charged and paid for at an additional rate agreed in advance, or, failing agreement, determined by the Designer.

### **Use of Work**

No designs or other work carried out during the course of the commission shall be used for any purpose other than that for which it is commissioned without the prior written approval of the Designer and in no circumstances may any work in preliminary or draft form be used or published as finished work without the prior written approval of the Designer.

### **Copyright**

Legally, copyright or other industrial property rights in all sketches, drawings or models is the property of the Designer unless otherwise assigned. Any fees payable to the Designer shall not be deemed to include the assignment of such rights.

### **Design Registration**

When the copyright or other property rights in a design is acquired by the client, the Designer shall, where desired, assist in any application for design registration. The costs shall be borne by the client.

### **Patents**

All patentable material that may be originated by the Designer during a design commission shall remain the Designer's property unless, or until, a separate agreement is entered into assigning patent right in part or in full as may be desired.

### **Royalties**

Payments due as royalties will be subject to a separate agreement.

### **Design Credits**

The Designer shall be entitled to claim authorship of any design for which he has been responsible. By agreement between the Designer and the client, a published work may, if appropriate, bear a credit to the Designer provided this is accomplished in a manner approved of by the Designer. The Designer's consent shall be obtained before his name, signature or trademark is reproduced on any finished product or otherwise published.



**Free Specimens**

Where appropriate, the client should afford the Designer the right to receive, free of charge, a photographic record of the commissioned work where samples are not available.

**Exclusive Services**

Unless specifically negotiated and agreements reached on both length of time required and fee payable, a Designer shall not work on an exclusive basis. However, in accordance with the Institute's Code of Professional Conduct, a Designer shall not work simultaneously on assignments which are in direct commercial competition without the agreement of the clients concerned.

**Contractors/Suppliers**

Although all reasonable care will be taken when recommending suppliers or contractors, the Designer cannot accept responsibility for the performance of such suppliers or contractors.

**Interpretation**

Any questions arising out of these Conditions of Engagement may be referred by the Designer or the client to the President, or the Council of the Institute of Designers in Ireland, for advice at any time provided always that such a decision is sought on a statement of undisputed facts submitted jointly by both parties who undertake to accept the decision as final.

**Arbitration**

Where any difference or dispute arising out of these Conditions of Engagement cannot be determined in accordance with the "Interpretation" provisions above, the matter shall be referred to the arbitration of a person appointed by agreement between both parties, or, failing agreement within fourteen days after either party has given to the other a written request to agree to the appointment of an Arbitrator, a person nominated at the request of either party by the President, or the Council, of the Institute of Designers in Ireland.

**Termination**

If, for any reason, the client decides to terminate the contract during any stage, the fee and expenses for that stage will become payable. If, however, for any reason, the client decides to terminate a multiple season project at or just before the end of any one season, a termination payment of one quarter year will become payable.

**Law**

An agreement between the Designer and the client shall be governed by Irish law and the Courts of Law of the Republic of Ireland shall have jurisdiction to entertain any action in respect hereof or any case stated by an Arbitrator.

**Notices**

Any notices of communication which either the Designer or the client intends to give to the other party and which is sent by pre-paid letter post addressed to the last known address of the party to whom the notice is to be given shall be deemed to have been effectively

given 48 hours after the same shall have been put in a letter box in current public use in the country of the sender.

# Conditions of Engagement for Exhibition & Display Designers

These Conditions of Engagement are designed, for the benefit of both the client and the Designer, to establish a clear understanding of services and responsibilities in all foreseeable situations. Not all the conditions will necessarily apply to a particular commission.

The responsibilities of the Designer are often fulfilled in co-operation with other professions. The Designer should advise the client if there is need for other professional consultants, and may be responsible for the integration of their work.

## **Conduct**

All Members of the IDI abide by the Institute's Code of Professional Conduct.

## **Confidentiality**

The Designer shall treat all knowledge of the client's intentions, production methods and business organisation as confidential and shall not, at any time, divulge such information without the written consent of the client.

The Designer will not divulge any information relating to or arising from the design commission and the work carried out in relation to it unless or until such information lawfully comes into the public domain.

It is the Designer's responsibility to ensure that all members of staff are similarly bound to secrecy.

## **Quotations/Estimates**

Quotations/Estimates of design fees are firm for 1 month from the date of issue.

## **Meetings**

The quotation includes for a reasonable number of discussion and presentation meetings. Initial meetings outside a Designer's office are chargeable at an hourly rate plus expenses.

## **Confirmation**

The commission and brief shall be confirmed in writing by both the client and the Designer before proceeding, the form of service and fees being stated

## **Payment**

The Designer shall be paid for his services such fee or fees as have been agreed, which may be subject to VAT or other statutory additions.

### **Fees for Normal Service**

*Stage One: to accepting the client's engagement and instructions and preparing final designs for approval:*

FEE to be one-third of the percentage fee agreed and based on the anticipated contract cost.

*Stage Two: preparing the working drawings, specifications and other documents required to obtain tenders –submitting and reporting on the tenders and estimates to the client:*

FEE to be two-thirds of the percentage fee agreed and based on the reported contract cost – less fees paid at Stage One.

*Stage Three: appointing contractors and suppliers, preparing contract documents, instructing and supervising the work to completion; collating costs and certifying the final account;*

FEE to be the total agreed fee at the agreed percentage of the final certified amount –less the total of previous payments. This portion of the fee can be paid in installments as the work proceeds and consistent with the value of the work executed.

### **Expenses**

In addition to the fees, the Designer shall be reimbursed for all reasonable out-of-pocket expenses and for those of the Designer's staff actually and properly incurred in the execution of the commission. Such expenses may include hotel and travelling expenses, use of car, long distance telephone calls, etc. The Designer is entitled to add a handling charge for this service.

Expenses are to be paid by agreement at regular intervals with a total final statement added to the final fee account for settlement.

All fees shall be paid within thirty (30) days following submission of the account by the Designer. The Designer shall be entitled to charge interest at the rate of 1.5 per cent per month on all sums due which have been outstanding for one calendar month or more.

The fees of other consultants engaged by the Designer with the approval of the client shall always be the responsibility of the client.

### **Variations and Additions to Normal Service**

*To preparing reports, feasibility studies and similar assessments to determine the brief, and/or to define the scope of the work:*

FEE to be on an agreed time plus expenses basis.

*To preparing detailed surveys etc.*

FEE to be on an agreed time plus expenses basis

*To altering the approved design to meet the client's modifications and/or alterations:*

FEE to be on an agreed time plus expenses basis.

*To negotiating special consents and approvals, etc:*

FEE to be on an agreed time plus expenses basis.

### **Work outside the Republic of Ireland**

The fees referred to above apply to work carried out in the Republic of Ireland. For work outside the Republic, it is impractical to make definite recommendations as the conditions vary widely from country to country. There are added complications in documents relating to import customs, conditions in payment, insurance freight etc. Furthermore, it is necessary to arrange for site visits to be undertaken by partners or senior staff whose absence abroad during such periods represents a serious reduction of their Irish earning power. The additional duties, responsibilities and non-recoverable costs involved, and the extra work in general co-ordination therefore justifies higher fees in such cases. Special arrangements are also necessary to cover travelling and other out-of-pocket expenses in excess of those normally incurred on similar work in the Republic of Ireland, including such matters as local cost of living allowances and the cost of providing home leave facilities to expatriate staff.

### **Consultancy and/or Retaining Fees**

A Consultant fee shall be paid to the Designer if he is engaged by the client in a general advisory capacity. The scope and extent of the services to be rendered should be defined in advance and may well include attendance at a specified number of meetings in any set period or alternatively such services as may be specified which would be rendered as and when required.

The Consultancy engagement should preferably be for an agreed period and subject to conditions of termination and renewal. The fee will be fixed according to the services required. Should the client require substantially increased services during a consultancy period (additional to those already specified), the Designer shall be entitled to an increased fee which should be mutually agreed.

A retaining fee shall be paid to the Designer by the client in those circumstances where the Designer is not only retained for a period of time in a general advisory capacity or in respect of the designing of a series of projects but is additionally retained to act exclusively for the client in relation to the field of activity of the client. The retaining fee payable should reflect this and should be such as to reimburse the Designer for so limiting his activities. The scope and extent of the services to be rendered should be defined in advance or alternatively it should be made clear that the retaining fee is payable only in respect of such exclusivity and does not include any specific services for which a separate contract or consultancy fee will be negotiated.

The commissioning of a Designer for a single or a series of designs does not of itself constitute a Consultancy or Retaining agreement between the client and the Designer and shall not be so implied. Unless a Consultancy or retaining fee is specifically referred to in the contract the Designer can accept commissions for designing services for other clients.

### **Copyright**

Legally, copyright or other industrial property rights in all sketches, drawings or models, and in the work executed from them, will remain the property of the Designer unless otherwise assigned. Any fees payable to the Designer shall not be deemed to include the assignment of such rights.

### **Contractors/Suppliers**

Although all reasonable care will be taken when recommending suppliers or contractors, the Designer cannot accept responsibility for the performance of such suppliers or contractors.

### **Interpretation and Arbitration**

#### *Interpretation*

Any questions arising out of these Conditions of Engagement may be referred by the Designer or the client to the President, or the Council of the Institute of Designers in Ireland, for advice at any time provided always that such a decision is sought on a statement of undisputed facts submitted jointly by both parties who undertake to accept the decision as final.

#### *Arbitration*

Where any difference or dispute arising out of these Conditions of Engagement cannot be determined in accordance with the "Interpretation" provisions above, the matter shall be referred to the arbitration of a person appointed by agreement between both parties, or, failing agreement within fourteen days after either party has given to the other a written request to agree to the appointment of an Arbitrator, a person nominated at the request of either party by the President, or the Council, of the Institute of Designers in Ireland.

### **Termination of Commission**

On termination or postponement of the contract during any stage for any reason whatsoever, the Designer shall be entitled to full remuneration for the work completed to date of such termination or postponement, together with all expenses, and shall retain any property rights notwithstanding that the fee agreed in advance for the design commission included the assignment of such rights.

### **Abandoned Works**

Where the project is cancelled or postponed on the client's instructions, or the Designer is instructed to stop work indefinitely at any time, the commission shall be deemed to be abandoned, and fees and expenses for the services completed will be due in accordance with "Termination of Commission" above.

### **Termination**

If either Designer or client shall fail to perform or observe the terms of their contractual agreement and fail to remedy the breach after a notice has been given by the other party requiring remedy thereof within 30 days, the agreement shall terminate without prejudice to the rights of either party against the other which may have accrued up to the date of such termination.

### **Law**

An agreement between the Designer and the client shall be governed by Irish law and the Courts of Law of the Republic of Ireland shall have jurisdiction to entertain any action in respect hereof or any case stated by an Arbitrator.

**Notices**

Any notices of communication which either the Designer or the client intends to give to the other party and which is sent by pre-paid letter post addressed to the last known address of the party to whom the notice is to be given shall be deemed to have been effectively given 48 hours after the same shall have been put in a letter box in current public use in the country of the sender.

# Conditions of Engagement for Fashion Designers

These Conditions of Engagement are designed, for the benefit of both the client and the Designer, to establish a clear understanding of services and responsibilities in all foreseeable situations. Not all the conditions will necessarily apply to a particular commission.

The responsibilities of the Designer are often fulfilled in co-operation with other professions. The Designer should advise the client if there is need for other professional consultants, and may be responsible for the integration of their work.

## **Conduct**

All Members of the IDI abide by the Institute's Code of Professional Conduct.

## **Confidentiality**

The Designer shall treat all knowledge of the client's intentions, production methods and business organisation as confidential and shall not, at any time, divulge such information without the written consent of the client.

The Designer will not divulge any information relating to or arising from the design commission and the work carried out in relation to it unless or until such information lawfully comes into the public domain.

It is the Designer's responsibility to ensure that all members of staff are similarly bound to secrecy.

## **Quotations/Estimates**

Quotations/Estimates of design fees are firm for 1 month from the date of issue.

## **Meetings**

The quotation includes for a reasonable number of discussion and presentation meetings. Initial meetings outside a Designer's office are chargeable at an hourly rate plus expenses.

## **Confirmation**

The commission and brief shall be confirmed in writing by both the client and the Designer before proceeding, the form of service and fees being stated.

## **Payment**

The Designer shall be paid for his services such fee or fees as have been agreed, which may be subject to VAT or other statutory additions.

Fees for single season projects are payable in three stages: one-third payable in advance; one-third payable on presentation of design; final third payable on approval of finished sample. Fees for multiple season projects are payable quarterly in advance.



All fees shall be paid within thirty (30) days following submission of the account by the Designer. The Designer shall be entitled to charge interest at the rate of 1.5 per cent per month on all sums due which have been outstanding for one calendar month or more.

The fees of other consultants engaged by the Designer with the approval of the client shall always be the responsibility of the client.

### **Expenses**

In addition to the fees, the Designer shall be reimbursed for all reasonable out-of-pocket expenses and for those of the Designer's staff actually and properly incurred in the execution of the commission. Such expenses may include hotel and travelling expenses, use of car, long distance telephone calls, etc. The Designer is entitled to add a handling charge for this service.

### **Costs**

Costs incurred by the Designer in the reproduction of drawings, photography, sampling (including materials and components), etc, undertaken at the client's request or with his approval, shall be charged separately unless covered under a fixed fee agreement. The Designer is entitled to add a handling fee for this service.

### **Supervision**

Supervision of production is subject to a separate agreement.

### **Rushed Work**

Any work required in advance of the agreed timetable or any agreed contraction of the timetable shall be charged and paid for at an additional rate agreed in advance, or, failing agreement, determined by the Designer.

### **Use of Work**

No designs or other work carried out during the course of the commission shall be used for any purpose other than that for which it is commissioned without the prior written approval of the Designer and in no circumstances may any work in preliminary or draft form be used or published as finished work without the prior written approval of the Designer.

### **Copyright**

Legally, copyright or other industrial property rights in all sketches, drawings or models is the property of the Designer unless otherwise assigned. Any fees payable to the Designer shall not be deemed to include the assignment of such rights.

### **Design Registration**

When the copyright or other property rights in a design is acquired by the client, the Designer shall, where desired, assist in any application for design registration. The costs shall be borne by the client.

### **Patents**

All patentable material that may be originated by the Designer during a design commission shall remain the Designer's property unless, or until, a separate agreement is entered into assigning patent right in part or in full as may be desired.

### **Design Credits**

The Designer shall be entitled to claim authorship of any design for which he has been responsible. By agreement between the Designer and the client, a published work may, if appropriate, bear a credit to the Designer provided this is accomplished in a manner approved of by the Designer. The Designer's consent shall be obtained before his name, signature or trademark is reproduced on any finished product or otherwise published.

### **Free Specimens**

Where appropriate, the client should afford the Designer the right to receive, free of charge, a photographic record of the commissioned work where samples are not available.

### **Exclusive Services**

Unless specifically negotiated and agreements reached on both length of time required and fee payable, a Designer shall not work on an exclusive basis. However, in accordance with the Institute's Code of Professional Conduct, a Designer shall not work simultaneously on assignments which are in direct commercial competition without the agreement of the clients concerned.

### **Contractors/Suppliers**

Although all reasonable care will be taken when recommending suppliers or contractors, the Designer cannot accept responsibility for the performance of such suppliers or contractors.

### **Interpretation**

Any questions arising out of these Conditions of Engagement may be referred by the Designer or the client to the President, or the Council of the Institute of Designers in Ireland, for advice at any time provided always that such a decision is sought on a statement of undisputed facts submitted jointly by both parties who undertake to accept the decision as final.

### **Arbitration**

Where any difference or dispute arising out of these Conditions of Engagement cannot be determined in accordance with the "Interpretation" provisions above, the matter shall be referred to the arbitration of a person appointed by agreement between both parties, or, failing agreement within fourteen days after either party has given to the other a written request to agree to the appointment of an Arbitrator, a person nominated at the request of either party by the President, or the Council, of the Institute of Designers in Ireland.

### **Termination**

If, for any reason, the client decides to terminate the contract during any stage, the fee and expenses for that stage will become payable.

If, however, for any reason, the client decides to terminate a multiple season project at or just before the end of any one season, a termination payment of one quarter will become payable.

**Law**

An agreement between the Designer and the client shall be governed by Irish law and the Courts of Law of the Republic of Ireland shall have jurisdiction to entertain any action in respect hereof or any case stated by an Arbitrator.

**Notices**

Any notices of communication which either the Designer or the client intends to give to the other party and which is sent by pre-paid letter post addressed to the last known address of the party to whom the notice is to be given shall be deemed to have been effectively given forty-eight (48) hours after the same shall have been put in a letter box in current public use in the country of the sender.

# Conditions of Engagement for Product Designers

These Conditions of Engagement are designed, for the benefit of both the client and the Designer, to establish a clear understanding of services and responsibilities in all foreseeable situations. Not all the conditions will necessarily apply to a particular commission.

The responsibilities of the Designer are often fulfilled in co-operation with other professions. The Designer should advise the client if there is need for other professional consultants, and may be responsible for the integration of their work.

## **Conduct**

All Members of the IDI abide by the Institute's Code of Professional Conduct.

## **Confidentiality**

The Designer shall treat all knowledge of the client's intentions, production methods and business organisation as confidential and shall not, at any time, divulge such information without the written consent of the client.

The Designer will not divulge any information relating to or arising from the design commission and the work carried out in relation to it unless or until such information lawfully comes into the public domain.

It is the Designer's responsibility to ensure that all members of staff are similarly bound to secrecy.

## **Quotations/Estimates**

Quotations/Estimates of design fees are firm for 1 month from the date of issue.

## **Confirmation**

The commission and brief shall be confirmed in writing by both the client and the Designer before proceeding, the form of service and fees being stated.

## **Payment**

The Designer shall be paid for his services such fee or fees as have been agreed, which may be subject to VAT or other statutory additions.

All fees shall be paid within thirty (30) days following submission of the account by the Designer. The Designer shall be entitled to charge interest at the rate of 1.5 per cent per month on all sums due which have been outstanding for one calendar month or more.

After the first stage presentation, accounts for continuation work will be submitted by the Designer at the end of each calendar month for work carried out during that month, or at set stages in the work as agreed in advance.

## **Expenses**

In addition to the fees, the Designer shall be reimbursed for all reasonable out-of-pocket expenses and for those of the Designer's staff actually and properly incurred in the execution of the commission. Such expenses may include hotel and travelling expenses, use of car, long distance telephone calls, etc. The Designer is entitled to add a handling charge for this service.

### **Costs**

Costs incurred by the Designer in the reproduction of drawing, digital media, typesetting, modelmaking, and prototyping, etc, undertaken at the client's request or with his approval, shall be charged separately unless covered under a fixed fee agreement. The Designer is entitled to add a handling fee for this service.

### **Rushed Work**

Any work required in advance of the agreed timetable or any agreed contraction of the timetable shall be charged and paid for at an additional rate agreed in advance, or, failing agreement, determined by the Designer.

### **Alterations**

The Designer is entitled to make an additional charge for extra work entailed in making alterations to an approved design, necessitated by changes in the client's instructions, or any other cause beyond the control of the Designer. Agreement should be reached before commencement of this work on the extent of this charge and the method by which the extra charge will be made.

### **Modifications**

No modifications or alterations to any designs or other work may be made without the consent of the Designer. No reproduction or replication of the design shall differ in any way from the original supplied without consent of the Designer. Any modifications or alterations shall only be carried out by or under the supervision of the Designer and, if they result from a change or changes in the agreed brief, shall be paid for at a rate agreed with the Designer in advance.

### **Use of Work**

No designs or other work carried out during the course of the commission shall be used for any purpose other than that for which it is commissioned without the prior written approval of the Designer and in no circumstances may any work in preliminary or draft form be used or published as finished work without the prior written approval of the Designer.

### **Copyright**

Legally, copyright or other industrial property rights in all sketches, drawings or models is the property of the Designer unless otherwise assigned. Any fees payable to the Designer shall not be deemed to include the assignment of such rights.

### **Design Registration**

When the copyright or other property rights in a design is acquired by the client, the Designer shall, where desired, assist in any application for design registration. The costs shall be borne by the client.

### **Patents**

All patentable material that may be originated by the Designer during a design commission shall remain the Designer's property unless, or until, a separate agreement is entered into assigning patent right in part or in full as may be desired.

### **Design Credits**

The Designer shall be entitled to claim authorship of any design for which he has been responsible. By agreement between the Designer and the client, a published work may, if appropriate, bear a credit to the Designer provided this is accomplished in a manner approved of by the Designer. The Designer's consent shall be obtained before his name, signature or trademark is reproduced on any finished product or otherwise published.

### **Free Specimens**

Where appropriate, the client should afford the Designer the right to receive, free of charge, a photographic record of the commissioned work where samples are not available.

### **Exclusive Services**

Unless specifically negotiated and agreements reached on both length of time required and fee payable, a Designer shall not work on an exclusive basis. However, in accordance with the Institute's Code of Professional Conduct, a Designer shall not work simultaneously on assignments which are in direct commercial competition without the agreement of the clients concerned.

### **Termination of Commission**

On termination or postponement of the design commission or any part of it for any reason whatsoever, the Designer shall be entitled to full remuneration for the work completed to date of such termination or postponement together with all expenses and shall retain any property rights notwithstanding that the fee agreed in advance for the design commission included the assignment of such rights.

### **Resumed Commission**

If a postponed commission is resumed without substantial alteration within a period of one year from the date of postponement, any fees paid shall rank as payments on account towards the total final fee payable on completion of the work. Where a commission has been postponed for a period exceeding one year and then resumed, any fees shall be regarded as final payment for the services originally rendered. The resumed commission shall be deemed to constitute a separate contract for which fees shall be renegotiated.

### **Contractors/Suppliers**

Although all reasonable care will be taken when recommending suppliers or contractors, the Designer cannot accept responsibility for the performance of such suppliers or contractors.

**Interpretation**

Any questions arising out of these Conditions of Engagement may be referred by the Designer or the client to the President, or the Council of the Institute of Designers in Ireland, for advice at any time provided always that such a decision is sought on a statement of undisputed facts submitted jointly by both parties who undertake to accept the decision as final.

**Arbitration**

Where any difference or dispute arising out of these Conditions of Engagement cannot be determined in accordance with the "Interpretation" provisions above, the matter shall be referred to the arbitration of a person appointed by agreement between both parties, or, failing agreement within fourteen days after either party has given to the other a written request to agree to the appointment of an Arbitrator, a person nominated at the request of either party by the President, or the Council, of the Institute of Designers in Ireland.

**Termination**

If either Designer or client shall fail to perform or observe the terms of their contractual agreement and fail to remedy the breach after a notice has been given by the other party requiring remedy thereof within 30 days, the agreement shall terminate without prejudice to the rights of either party against the other which may have accrued up to the date of such termination.

**Law**

An agreement between the Designer and the client shall be governed by Irish law and the Courts of Law of the Republic of Ireland shall have jurisdiction to entertain any action in respect hereof or any case stated by an Arbitrator.

**Notices**

Any notices of communication which either the Designer or the client intends to give to the other party and which is sent by pre-paid letter post addressed to the last known address of the party to whom the notice is to be given shall be deemed to have been effectively given 48 hours after the same shall have been put in a letter box in current public use in the country of the sender.

# Conditions of Engagement for Interior Designers

These Conditions of Engagement are designed, for the benefit of both the client and the Designer, to establish a clear understanding of services and responsibilities in all foreseeable situations. Not all the conditions will necessarily apply to a particular commission.

The responsibilities of the Designer are often fulfilled in co-operation with other professions. The Designer should advise the client if there is need for other professional consultants, and may be responsible for the integration of their work.

## **Conduct**

All Members of the IDI abide by the Institute's Code of Professional Conduct.

## **Confidentiality**

The Designer shall treat all knowledge of the client's intentions, production methods and business organisation as confidential and shall not, at any time, divulge such information without the written consent of the client.

The Designer will not divulge any information relating to or arising from the design commission and the work carried out in relation to it unless or until such information lawfully comes into the public domain.

It is the Designer's responsibility to ensure that all members of staff are similarly bound to secrecy.

## **Quotations/Estimates**

Of design fees are firm for 1 month from the date of issue.

## **Meetings**

The quotation includes for a reasonable number of discussion and presentation meetings. Initial meetings outside a Designer's office are chargeable at an hourly rate plus expenses.

## **Confirmation**

The commission and brief shall be confirmed in writing by both the client and the Designer before proceeding, the form of service and fees being stated.

## **Payment**

The Designer shall be paid for his services such fee or fees as have been agreed, which may be subject to VAT or other statutory additions.

## **Supervision**

Where the need for constant supervision of the works is agreed, a resident designer shall be appointed and paid by the contracted Designer, who shall be reimbursed by the client.

## **Fees for Normal Service**



*Stage One: to accepting the client's engagement and instructions and preparing final designs for approval:*

FEE to be one-third of the percentage fee agreed and based on the anticipated contract cost.

*Stage Two: preparing the working drawings, specifications and other documents required to obtain tenders - submitting and reporting on the tenders and estimates to the client:*

FEE to be two-thirds of the percentage fee agreed and based on the reported contract cost - less fees paid at Stage One.

*Stage Three: appointing contractors and suppliers, preparing contract documents, instructing and supervising the work to completion; collating costs and certifying the final account;*

FEE to be the total agreed fee at the agreed percentage of the final certified amount -less the total of previous payments. This portion of the fee can be paid in installments as the work proceeds and consistent with the value of the work executed.

### **Expenses**

In addition to the fees, the Designer shall be reimbursed for all reasonable out-of-pocket expenses and for those of the Designer's staff actually and properly incurred in the execution of the commission. Such expenses may include hotel and travelling expenses, use of car, long distance telephone calls, etc. The Designer is entitled to add a handling charge for this service.

Expenses are to be paid by agreement at regular intervals with a total final statement added to the final fee account for settlement.

All fees shall be paid within 30 days following submission of the account by the Designer. The Designer shall be entitled to charge interest at the rate of 1.5 per cent per month on all sums due which have been outstanding for one calendar month or more.

The fees of other consultants engaged by the Designer with the approval of the client shall always be the responsibility of the client.

### **Variations and Additions to Normal Service**

*To preparing reports, feasibility studies and similar assessments to determine the brief, and/or to define the scope of the work:*

FEE to be on an agreed time plus expenses basis.

*To preparing detailed surveys etc.*

FEE to be on an agreed time plus expenses basis

*To altering the approved design to meet the client's modifications and/or alterations:*

FEE to be on an agreed time plus expenses basis.

*To negotiating special consents and approvals, etc:*

FEE to be on an agreed time plus expenses basis.

*To altering existing buildings:*

FEE as stated in Stage One above to be increased by not less than one fourth. A similar increased fee shall be charged in respect of any addition to an existing building where the cost of such addition does not exceed £10,000.

*For extensive repetition of identical work:*

FEE to be reduced; the extent of the reduction will depend on the scope of the work, but cannot be more than one-sixth of the total fee.

*For advising client on the selection of loose furnishings, etc:*

FEE to be on an agreed time plus expenses basis; or agreed at 5% of the total cost of the materials and work involved, whichever is the greater sum.

### **Work outside the Republic of Ireland**

The fees referred to above apply to work carried out in the Republic of Ireland. For work outside the Republic, it is impractical to make definite recommendations as the conditions vary widely from country to country. There are added complications in documents relating to import customs, conditions in payment, insurance freight etc. Furthermore, it is necessary to arrange for site visits to be undertaken by partners or senior staff whose absence abroad during such periods represents a serious reduction of their Irish earning power. The additional duties, responsibilities and non-recoverable costs involved, and the extra work in general co-ordination therefore justifies higher fees in such cases. Special arrangements are also necessary to cover travelling and other out-of-pocket expenses in excess of those normally incurred on similar work in the Republic of Ireland, including such matters as local cost of living allowances and the cost of providing home leave facilities to expatriate staff.

### **Consultancy and/or Retaining Fees**

A Consultant fee shall be paid to the Designer if he is engaged by the client in a general advisory capacity. The scope and extent of the services to be rendered should be defined in advance and may well include attendance at a specified number of meetings in any set period or alternatively such services as may be specified which would be rendered as and when required.

The Consultancy engagement should preferably be for an agreed period and subject to conditions of termination and renewal. The fee will be fixed according to the services required. Should the client require substantially increased services during a consultancy period (additional to those already specified), the Designer shall be entitled to an increased fee which should be mutually agreed.

A retaining fee shall be paid to the Designer by the client in those circumstances where the Designer is not only retained for a period of time in a general advisory capacity or in respect of the designing of a series of projects but is additionally retained to act exclusively for the client in relation to the field of activity of the client. The retaining fee payable should reflect this and should be such as to reimburse the Designer for so limiting his activities. The scope and extent of the services to be rendered should be defined in advance or alternatively it should be made clear that the retaining fee is payable only in respect of such exclusivity and does not include any specific services for which a separate contract or consultancy fee will be negotiated.

The commissioning of a Designer for a single or a series of designs does not of itself constitute a Consultancy or Retaining agreement between the client and the Designer and shall not be so implied. Unless a Consultancy or retaining fee is specifically referred to in the contract the Designer can accept commissions for designing services for other clients.

### **Copyright**

Legally, copyright or other industrial property rights in all sketches, drawings or models, and in the work executed from them, will remain the property of the designer unless otherwise assigned. Any fees payable to the Designer unless otherwise assigned. Any fees payable to the designer shall not be deemed to include the assignment of such rights.

### **Contractors/Suppliers**

Although all reasonable care will be taken when recommending suppliers or contractors, the Designer cannot accept responsibility for the performance of such suppliers or contractors.

### **Interpretation and Arbitration**

#### *Interpretation*

Any questions arising out of these Conditions of Engagement may be referred by the Designer or the client to the President, or the Council of the Institute of Designers in Ireland, for advice at any time provided always that such a decision is sought on a statement of undisputed facts submitted jointly by both parties who undertake to accept the decision as final.

#### *Arbitration*

Where any difference or dispute arising out of these Conditions of Engagement cannot be determined in accordance with the "Interpretation" provisions above, the matter shall be referred to the arbitration of a person appointed by agreement between both parties, or, failing agreement within fourteen days after either party has given to the other a written request to agree to the appointment of an Arbitrator, a person nominated at the request of either party by the President, or the Council, of the Institute of Designers in Ireland.

### **Termination of Commission**

On termination or postponement of the contract during any stage for any reason whatsoever, the Designer shall be entitled to full remuneration for the work completed to date of such termination or postponement, together with all expenses, and shall retain any property rights notwithstanding that the fee agreed in advance for the design commission included the assignment of such rights.

### **Abandoned Works**

Where the project is cancelled or postponed on the client's instructions, or the Designer is instructed to stop work indefinitely at any time, the commission shall be deemed to be abandoned, and fees and expenses for the services completed will be due in accordance with "Termination of Commission" above.

### **Resumed Commission**

If a postponed commission is resumed without substantial alteration within a period of eighteen months from the date of postponement, any fees paid shall rank as payments on

account towards the total final fee payable on completion of the work. Where a commission has been postponed for a period exceeding eighteen months and then resumed, any fees paid under "Abandoned Works" above shall be regarded as final payment for the services originally rendered. The resumed commission shall be deemed to constitute a separate contract for which fees shall be renegotiated.

### **Termination**

If either Designer or client shall fail to perform or observe the terms of their contractual agreement and fail to remedy the breach after a notice has been given by the other party requiring remedy thereof within 30 days, the agreement shall terminate without prejudice to the rights of either party against the other which may have accrued up to the date of such termination.

### **Law**

An agreement between the Designer and the client shall be governed by Irish law and the Courts of Law of the Republic of Ireland shall have jurisdiction to entertain any action in respect hereof or any case stated by an Arbitrator.

### **Notices**

Any notices of communication which either the Designer or the client intends to give to the other party and which is sent by pre-paid letter post addressed to the last known address of the party to whom the notice is to be given shall be deemed to have been effectively given 48 hours after the same shall have been put in a letter box in current public use in the country of the sender.

# Conditions of Engagement for Film, Television & Theatre Designers

These Conditions of Engagement are designed, for the benefit of both the client and the Designer, to establish a clear understanding of services and responsibilities in all foreseeable situations. Not all the conditions will necessarily apply to a particular commission.

The responsibilities of the Designer are often fulfilled in co-operation with other professions. The Designer should advise the client if there is need for other professional consultants, and may be responsible for the integration of their work.

## **Conduct**

All Members of the IDI abide by the Institute's Code of Professional Conduct.

## **Confidentiality**

The Designer shall treat all knowledge of the client's intentions, production methods and business organisation as confidential and shall not, at any time, divulge such information without the written consent of the client.

The Designer will not divulge any information relating to or arising from the design commission and the work carried out in relation to it unless or until such information lawfully comes into the public domain.

It is the Designer's responsibility to ensure that all members of staff are similarly bound to secrecy.

## **Quotations/Estimates**

Of design fees are firm for 1 month from the date of issue.

## **Meetings**

The quotation includes for a reasonable number of discussion and presentation meetings. Initial meetings outside a Designer's office are chargeable at an hourly rate plus expenses.

## **Confirmation**

The commission and brief shall be confirmed in writing by both the client and the Designer before proceeding, the form of service and fees being stated.

## **Payment**

The Designer shall be paid for his services such fee or fees as have been agreed, which may be subject to VAT or other statutory additions.

Fees are payable in three stages: one-third payable in advance; one-third payable on presentation of design; final third payable on approval of finished work (video taping, filming, theatre 'first night').

All fees shall be paid within 30 days following submission of the account by the Designer. The Designer shall be entitled to charge interest at the rate of 1.5% per month on all sums due which have been outstanding for one calendar month or more.

The fees of other consultants engaged by the Designer with the approval of the client shall always be the responsibility of the client.

### **Expenses**

In addition to the fees, the Designer shall be reimbursed for all reasonable out-of-pocket expenses and for those of the Designer's staff actually and properly incurred in the execution of the commission. Such expenses may include hotel and travelling expenses, use of car, long distance telephone calls, etc. The Designer is entitled to add a handling charge for this service.

### **Costs**

Costs incurred by the Designer in the reproduction of drawings, etc, undertaken at the client's request or with his approval, shall be charged separately unless covered under a fixed fee agreement. The Designer is entitled to add a handling fee for this service.

### **Rushed Work**

Any work required in advance of the agreed timetable or any agreed contraction of the timetable shall be charged and paid for at an additional rate agreed in advance, or, failing agreement, determined by the Designer.

### **Alterations**

The Designer is entitled to make an additional charge for extra work entailed in making alterations to an approved design, necessitated by changes in the client's instructions, or any other cause beyond the control of the Designer. Agreement should be reached before commencement of this work on the extent of this charge and the method by which the extra charge will be made.

### **Modifications**

No modifications or alterations to any designs or other work may be made without the consent of the Designer. No reproduction or replication of the design shall differ in any way from the original supplied without consent of the Designer. Any modifications or alterations shall only be carried out by or under the supervision of the Designer and, if they result from a change or changes in the agreed brief, shall be paid for at a rate agreed with the Designer in advance.

### **Use of Work**

No designs or other work carried out during the course of the commission shall be used for any purpose other than that for which it is commissioned without the prior written approval of the Designer and in no circumstances may any work in preliminary or draft form be used or published as finished work without the prior written approval of the Designer.

**Copyright**

Legally, copyright or other industrial property rights in all sketches, drawings or models is the property of the Designer unless otherwise assigned. Any fees payable to the designer shall not be deemed to include the assignment of any such rights.

**Design Registration**

When the copyright or other property rights in a design is acquired by the client, the Designer shall, where desired, assist in any application for design registration. The costs shall be borne by the client.

**Patents**

All patentable material that may be originated by the Designer during a design commission shall remain the Designer's property unless, or until, a separate agreement is entered into assigning patent right in part or in full as may be desired.

**Design Credits**

The Designer shall be entitled to claim authorship of any design for which he has been responsible. By agreement between the Designer and the client, a published work may, if appropriate, bear a credit to the Designer provided this is accomplished in a manner approved of by the Designer. The Designer's consent shall be obtained before his name, signature or trademark is reproduced on any finished product or otherwise published.

**Free Specimens**

Where appropriate, the client should afford the Designer the right to receive, free of charge, a photographic record of the commissioned work where samples are not available.

**Exclusive Services**

Unless specifically negotiated and agreements reached on both length of time required and fee payable, a Designer shall not work on an exclusive basis. However, in accordance with the Institute's Code of Professional Conduct, a Designer shall not work simultaneously on assignments which are in direct commercial competition without the agreement of the clients concerned.

**Contractors/Suppliers**

Although all reasonable care will be taken when recommending suppliers or contractors, the Designer cannot accept responsibility for the performance of such suppliers or contractors.

**Interpretation**

Any questions arising out of these Conditions of Engagement may be referred by the Designer or the client to the President, or the Council of the Institute of Designers in Ireland, for advice at any time provided always that such a decision is sought on a statement of undisputed facts submitted jointly by both parties who undertake to accept the decision as final.

**Arbitration**

Where any difference or dispute arising out of these Conditions of Engagement cannot be determined in accordance with the "Interpretation" provisions above, the matter shall be referred to the arbitration of a person appointed by agreement between both parties, or, failing agreement within fourteen days after either party has given to the other a written request to agree to the appointment of an Arbitrator, a person nominated at the request of either party by the President, or the Council, of the Institute of Designers in Ireland.

### **Termination**

If, for any reason, the client decides to terminate the contract during any stage, the fee and expenses for that stage will become payable.

### **Law**

An agreement between the Designer and the client shall be governed by Irish law and the Courts of Law of the Republic of Ireland shall have jurisdiction to entertain any action in respect hereof or any case stated by an Arbitrator.

### **Notices**

Any notices of communication which either the Designer or the client intends to give to the other party and which is sent by pre-paid letter post addressed to the last known address of the party to whom the notice is to be given shall be deemed to have been effectively given 48 hours after the same shall have been put in a letter box in current public use in the country of the sender.



