

# TERMS AND CONDITIONS

## COMMUNICATION

- We can be reached by telephone or email from Monday to Friday between 9am and 5pm

## OUR RESPONSIBILITIES

We agree that:

- We will provide the services set out in our Services Agreement to complete your project and will use all reasonable commercial efforts to provide the services in an efficient and timely manner, using the necessary skill and expertise to an appropriate professional standard within the time frames agreed with you
- If we need to bring in other creative professionals to provide services such as web development, copy writing/editing, photography and illustration, we will ensure that you have approved such arrangements and their cost before we begin

## YOUR RESPONSIBILITIES

You agree and warrant that:

- You will pay for the services in accordance with this agreement
- You will provide us promptly with any information reasonably required for the proper performance of the services, including access to appropriate members of your staff, records, information technology, systems and premises
- You own or are authorised by the owner to use any intellectual property, software or website you have provided for use with your project
- You shall fully indemnify us in respect of any claims, costs, or expenses arising out of any infringement of an intellectual property right
- You shall inform us in writing before the project commences if any portion of any material or information provided, or if any portion of the project, is confidential

## OWNERSHIP AND INTELLECTUAL PROPERTY

- You will acquire ownership of the final product of our services on full payment of our charges.
- We shall retain ownership of all intellectual property rights in the production of the services up to the final design accepted by you, including dismissed ideas and concepts. We shall be fully entitled to use, develop or share any knowledge, experience or skills of general application gained through performing the services
- You shall provide us with samples of printed collateral (such as business cards, brochures, catalogues etc) displaying any of our design work. The samples shall be representative of the highest quality of work produced
- You agree that we may use your designs in our advertising, promotions, exhibitions, or distribution to advertise and market our business
- We agree that we will keep copies of your designs for a period of up to FIVE (5) years and will make changes to them at your cost

## QUOTES AND PRICES

- Where a quotation is given by us for work, the quotation shall be valid for thirty (30) days from the date of issue
- The quotation shall be exclusive of any taxes unless specifically stated to the contrary
- Prices vary from a fixed price package to individual custom agreed prices and will be specified in the Services Agreement
- Where a fixed price package is selected, it will include a reasonable number of design changes, however if more than a reasonable number of changes is required we reserve the right to charge for additional work at our hourly rate. We will advise you before additional charges are incurred.
- We recommend that where possible you supply the final proofed text and any images/photos you want used as this will reduce design time
- We will charge you for any images or graphics that we obtain for you through subscription stock libraries. We will advise the charge before use
- Our minimum charge is one hour

## LIABILITY

- We will exercise reasonable skill, care and diligence in carrying out your project; however except where we have agreed to be responsible, or as provided for by the Consumer Guarantees Act 1993 or any other legislation, we will not be liable in respect of any loss or damage, including consequential or indirect loss or damage however arising in relation to your project
- Should the design files be lost, damaged or destroyed for reasons beyond our control, our liability shall be limited to a full refund of any deposits and fees paid, but shall not include a refund for any goods already received

## PAYMENT

- We provide services under a range of different contracts. Unless otherwise stated in our Services Agreement, you agree to the following payment terms:
  - a) **Monthly ongoing contracts:** you agree to pay all monthly accounts on or before 5th of the following month
  - b) **Packages and special projects:** Where we agree a fixed rate contract price you may be required to pay 50% of the total contract price prior to our commencing work with the remaining amounts paid within 7 days after the issue of any invoice
  - c) **Open ended contracts:** We will provide an estimate of the cost of our services and/or hourly rate as appropriate prior to commencing work and endeavour to keep you informed as to the ongoing costs of our services. You agree to pay within 7 days after the issue of any invoice
  - d) **Expenses incurred on your behalf:** Out-of-pocket expenses incurred in connection with your project – for example travelling expenses and other disbursements – will be charged to you. We will confirm your acceptance before we incur any significant expenditure on your behalf. You agree to reimburse us promptly as requested for such expenditure
- If any expenses are not paid by the due date we may charge you an additional amount equal to interest on the unpaid balances at a rate equal to 2.5% per month
- Any costs relating to the collection of outstanding payments may be passed on to you and you agree that we may obtain and share your credit information with any party in order to determine your creditworthiness or to recover outstanding amounts. Unpaid accounts will be lodged with a credit agency

## CANCELLATION

- This agreement can be terminated at any time with written notice by either party. You agree that, if you terminate the agreement before its completion, you will pay us for any work done to date and any materials purchased

## PROBLEM RESOLUTION

- If at any time you would like to discuss with us how our services can be improved or if you have a complaint, you are invited to telephone or email us. We will investigate any complaint promptly to resolve the difficulties
- We will do our best to settle any disputes amicably with you. Any dispute that cannot be settled amicably in good faith between us will be referred to arbitration under the Arbitration Act 1996
- In the event of a dispute, or any sums are owing beyond the due date, we reserve the right to suspend provision of the services until such time as the dispute is resolved or outstanding sums are paid. Suspension of the services will not affect your obligation to pay us for services rendered to the date of suspension