

All work carried out by ARTICULATE DESIGNS is on the understanding that the client has agreed to these terms and conditions below.

The term 'AD' refers to Articulate Designs and the services it provides.

### **1. Copyright\***

Copyright is retained by AD on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and until all costs have been settled.

\* The term "copyright" refers to a bundle of exclusive rights conferred by the Copyright Act 1994 [www.med.govt.nz/templates/Page\_\_\_\_7290.aspx ] ("the Act") in relation to original works. These rights allow copyright owners to control certain activities relating to the use and dissemination of copyright works.

### **2. Project Acceptance**

At the time of proposal, AD will provide the customer with a written estimate or quotation prior to any work commencing. All discussion relating to charging should be addressed prior to work commencing. No work will commence until both parties have agreed to the charging structure.

### **3. Design Charges**

Charges for design services to be provided by AD will be set out in the written estimate or quotation that is provided to the customer either by email or post.

### **4. Printing Charges**

If the client has requested AD to handle the printing of their work the payment for printing will be due by the 20th of the month following the completion and acceptance of the printing.

A 1.25% interest charge will be added to the invoice every month the balance is not settled or any part thereof.

### **5. Payment**

Unless a prior arrangement has been made with Ad and the customer, payment in full is requested 7 days after producing or supplying final artwork. On larger projects a 50% deposit is required (this will be outlined in the quotation if applicable. Payments may be made by cash, cheque, or by electronic transfer. Returned cheques will incur an additional fee of \$50.00 per returned cheque. AD reserves the right to consider an account to be in default in the event of a returned cheque.

Should the customer default on a payment, AD reserves the right to seek debt collection services which will be charged (additionally) to the defaulting client as per the Debt Collection agency's terms and conditions.

### **6. Copyrights and Trademarks**

By supplying text, images and other data to AD for inclusion in the customer's 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 AD on behalf of the customer, will remain the property of AD and/or its suppliers. The customer may request in writing from AD the necessary permission to use materials (for which AD holds the copyright) in forms other than for which it was originally supplied, and AD may, at their discretion, grant this.

By supplying images, text, or any other data to AD, the customer grants AD permission to use this material freely in the pursuit of the design. The customer agrees to fully indemnify and hold AD 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.

**7. Alterations/Changes**

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/additional charge. The customer also agrees that AD holds no responsibility for any amendments made by any third party, before or after a design is published.

**8. Design Project Completion**

A project is complete upon receipt of the customer approval, whether it be by email or a written, faxed/posted message. Other services such as printing, photography, copywriting, website uploading, domain registration, hosting, etc contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

**9. Portfolio Work**

AD may use/place designs – print, packaging, websites and other designs - along with a link to the client's site on AD's own website for demonstration purposes, and for AD's own publicity upon customer approval.

**10. Rights of Refusal**

AD 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. AD also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that AD does include in all good faith, and subsequently discovers that it contravenes these Terms and Conditions, the customer is obliged to allow AD to remove the contravention without hindrance, or penalty. AD is to be held in no way responsible for any such data being included.

**11. Cancellation**

Cancellation of orders may be made initially by telephone contact, or e-mail. The client will then be invoiced for all work completed. The balance of monies due must be paid within 30 days for account customers only. The balance is due immediately for none account clients.

**12. Disclaimer**

The following statements apply to all artwork supplied for printing. Once the artwork has been signed off by the client, AD has no responsibility for production of the artwork, unless requested by the client and agreed to by AD.

- AD makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies.
- AD will not be held responsible for any and/or all damages resulting from products and/or services it supplies.
- AD 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.
- AD 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.
- AD will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

**13. Acceptance of Quotation and Terms and Conditions**

The placement of an order for design and/or any other services offered by AD validated by the customer's signature or email 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 Client and AD.