

## B&V Creative/Digital TERMS & CONDITIONS

- 1 Work produced whether experimental or otherwise at the clients' request will be charged for. Clients must advise if any amendments and additional work must be accompanied with an authorized order.
2. The copyright of ALL original work created and/or produced by us remains with us unless otherwise agreed in writing.
3. Materials used or created for the final production of designs/goods as supplied by us remains our exclusive property including electronic artwork and media, photographic, drawings or any other creative work. Such items when supplied by the client shall remain the clients' exclusive property.
4. We act as principles in dealing with all media proprietors and the placing of all advertisements is subject to the terms of the contracts between the various media proprietors and ourselves. Media terms and rates are subject to revision in accordance with the agreements made by various bodies concerned and cancellations required by clients' can be made only within the provision set out in media rates and general recognition.
5. Our terms for payment are 30 days net from the date of invoice, unless a special agreement exists and has been confirmed in writing. Where payment is not received on the due date, we reserve the right to charge interest on the amount outstanding at 3% for the first month
6. Trade descriptions Act – It is condition of our working for clients that they take sole responsibility for the veracity of information supplied for publication and its conformity with the Trade Description Act, they undertake to supply objective evidence in support of claims if required, and that they will inform us if any claim made in copy submitted by us is incorrect or misleading.
7. You will indemnify us against any loss we may incur as the result of any claim or proceedings brought against us based upon any advertising prepared for you by us and approved by you before publication; provided that your obligations to indemnify us shall not extend to any such loss, or part thereof, which is recoverable under a policy of insurance.
8. We shall not be required to order or produce any printed matter which in our opinion is of illegal nature, nor shall we be held liable should work accepted by us be deemed subsequently to be of such a nature.
9. Materials acquired on clients' instructions or clients' property when supplied will be held at clients', but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied. We will take every reasonable precaution to safeguard any all of clients' property entrusted to us for custody or control, but we do not accept responsibility for loss, damage, destruction or unauthorised use of any such property.
10. We reserve the right to cancel summarily and at our discretion any uncompleted balance of contract order or work undertaken and thereupon to charge clients' for work to date and irrecoverable commitment on their behalf existing at the time. Such accounts to be due for immediate payment notwithstanding any credit terms which may have been agreed. Cancellation of order is only recognised if acknowledged by us in writing.
11. Once work has commenced, any alterations required by the client to the whole or part thereof will be charged extra. Proofs/PDFs of all printing work will be submitted for clients' approval and no responsibility will be accepted for any errors which may be passed by the client.
12. Any complaint must be made within seven days of receipt of goods. Any such complaint needs to be made in writing.
13. Every effort will be made to carry out orders, undertakings and contracts, but their execution is subject to variation or cancellation owing to Act of God, War, Strikes, Lock-Outs, Fire, Flood, Drought or any other causes beyond our control or owing to inability to produce materials or articles except at increased prices due to any of the foregoing causes.
14. Responsibility will not be accepted for consequential loss or damage occasioned by error, or by delay in delivery or materials of work, or by non-appearance of any advertisement at the time required.
15. Every endeavour will be made to deliver the correct quantity ordered, but owing to the difficulty of producing exact quantities, estimates are conditional upon a margin of 5 per cent (in colour work 10 per cent), being allowed for overs or shortages, the same to be charged or deducted.
16. In the absence of any agreement to the contrary, all work will be progress invoiced throughout different stages of the work. Final invoice will be made following delivery of goods. The full title of goods: design/artwork/printed/website material remains with us until paid in full.
17. Should delivery of work be required sooner then the normal time requisite for its proper production, every effort will be made to secure freedom from defects, but reasonable allowance must be made by the client in such cases. Should such delivery necessitate overtime being worked or other additional cost being incurred, a charge will be made to cover the increased cost.
18. Quotations are based on the current cost of production (materials, working hours and wages) and are subject to amendment on or after acceptance to meet any recognised rise or fall in such costs.
19. In the absence of any agreement to the contrary, estimates are given upon the conditions that not less three month's notice in the case of weekly publications.
20. Web usage – web space provided as part of our service cannot and is not monitored by us and we cannot and do not guarantee sites are free of illegal content or other materials that are unacceptable. The client assumes sole responsibility for content of their website owned and or operated by them within our domain or other domains hosted on our network. Upon termination of our services it is the clients' responsibility to back up their web content and to maintain hosting and domain renewal. The client is responsible to obtain permission from any third party for content stored on their website along with any dispute/s relating to their website. Any on-line marketing, AdWords, SEO, Pay per click and web maintenance carried out by us for our client on their website will be monitored by us and the client will be advised on analytics and what results to expect.
21. A written or verbal order to proceed with work based on our quotation will be deemed as acceptance of our terms and conditions.
22. The terms 'us', 'we' and 'our' refer to Breckenridge & Viana Limited.