

# T&C's

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The following Terms and Conditions of Service apply to all products and services provided by **Nectar Creative Ltd**.

All work is carried out by **Nectar Creative Ltd** on the understanding that the client has agreed to **Nectar Creative Ltd's** terms and conditions.

Copyright is retained by **Nectar Creative Ltd** on all design work including pictures, ideas, visuals and illustrations (unless specifically released in writing) and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by **Nectar Creative Ltd** as fulfilling the contract. All other designs remain the property of **Nectar Creative Ltd**, unless agreed in writing that this arrangement has been changed.

## Project Acceptance

At the time of proposal, **Nectar Creative Ltd** will provide the customer with a written estimate or quotation. The Terms and Conditions can be read on **Nectar Creative Ltd's** website.

An email to indicate acceptance of the provided quotation is required. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept **Nectar Creative Ltd's** terms and conditions. No work on a project will commence until either document has been received by **Nectar Creative Ltd**.

## Design Charges

Charges for design services to be provided by **Nectar Creative Ltd**, will be set out in the written estimate or quotation that is provided to the customer. Design charges will still apply to all work undertaken by **Nectar Creative Ltd** even if the project is postponed or terminated. Should this happen, we reserve the right to invoice for all work undertaken after a 90 day dormant period of the project.

## Payment

Payments terms are strictly 30 days unless otherwise agreed. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

Payments may be made by cash, cheque, or bank transfer. For overseas customers we have an electronic funds transfer, this will incur additional charge.

## Copyrights and Trademarks

By supplying text, images and other data to **Nectar Creative Ltd** 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 **Nectar Creative Ltd** on behalf of the customer, will remain the property of **Nectar Creative Ltd** and/or it's suppliers.

The customer may request in writing from **Nectar Creative Ltd**, the necessary permission to use materials (for which **Nectar Creative Ltd** holds the copyright) in forms other than for which it was originally supplied, and **Nectar Creative Ltd** may, at it's discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to **Nectar Creative Ltd**, the customer grants **Nectar Creative Ltd** permission to use this material freely in the pursuit of the design.

Should **Nectar Creative Ltd**, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow **Nectar Creative Ltd** to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold **Nectar Creative Ltd** 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.

## Author's amends

When we present our first set of visuals for a project, we allow time within our quote for two sets of amends, as we appreciate that it is often difficult to get things totally right the first time round. There is no charge for these two set of amends. The word amends refers to, corrections to text due to spelling/grammar mistakes and changes to the general styling/design of the project. However, if the client requires replacement of text/images, or any alterations that differ from the original brief, then these are classed as Authors amends and will be chargeable to the client. We will advise the client if this circumstance occurs and re-quote for the work involved. Any further amends, after the first set of amends, are also considered authors amends and will therefore be chargeable to the client.

The customer also agrees that **Nectar Creative Ltd** holds no responsibility for any amendments made by any third party, before or after a design is published.

## Licensing

Any design, copywriting, drawing, idea or code created for the customer by **Nectar Creative Ltd**, or any of it's contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of **Nectar Creative Ltd** and any of it's relevant sub-contractors.

All design work- where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. **Nectar Creative Ltd** will not be held responsible for any and all damages resulting from such claims. **Nectar Creative Ltd** is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold **Nectar Creative Ltd** responsible for any such loss or damage. Any claim against **Nectar Creative Ltd** shall be limited to the relevant fee(s) paid by the customer.

## Data Formats

The client agrees to **Nectar Creative Ltd's** definition of acceptable means of supplying data to the company.

Text is to be supplied to **Nectar Creative Ltd** in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail. If text is supplied in a format that requires inputting then additional charges will occur.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by **Nectar Creative Ltd** via CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and **Nectar Creative Ltd** will not be held responsible for any image quality which the client later deems to be unacceptable. **Nectar Creative Ltd** cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

## Design Project Duration

Any indication given by **Nectar Creative Ltd** of a design project's duration is to be considered by the customer to be an estimation. **Nectar Creative Ltd** cannot be held responsible for any project over-runs should the fault lie with a third party. Estimated project duration should be deemed to be from the date of acceptance of the quotation from the client.

## Design Project Completion

**Nectar Creative Ltd** considers the design project complete upon receipt of the customer's confirmation of final approval.

### Rights of Access for Website Construction

The client agrees to allow **Nectar Creative Ltd** all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow **Nectar Creative Ltd** access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to **Nectar Creative Ltd** with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

### Website Design Only

Once web design is complete, **Nectar Creative Ltd** will provide the customer with the opportunity to review the resulting work. **Nectar Creative Ltd** will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to **Nectar Creative Ltd** by e-mail.

**Nectar Creative Ltd** will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

### Hosting websites

**Nectar Creative Ltd** does not offer in-house hosting services. **Nectar Creative Ltd** sub-contracts to a third party and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. **Nectar Creative Ltd** may request that clients change the type of hosting account used if that account is deemed by **Nectar Creative Ltd** to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website.

### Domain Registration

**Nectar Creative Ltd** cannot guarantee the availability of any domain name. Where **Nectar Creative Ltd** is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

### Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, **Nectar Creative Ltd** cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

### Design Credits

The customer agrees to allow **Nectar Creative Ltd** to place a small credit on printed material, exhibition displays, advertisements and/or a link to **Nectar Creative Ltd's** own website on the customer's website. This will usually be in the form of a line of text placed towards the bottom of the page.

The customer also agrees to allow **Nectar Creative Ltd** to place websites and other designs, along with a link to the client's site on **Nectar Creative Ltd's** own website for demonstration purposes and to use any designs in its own publicity.

### Rights of Refusal

**Nectar Creative Ltd** 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. **Nectar Creative Ltd** also reserves the right to refuse to include submitted material if deemed to be offensive. Any images and/or data that **Nectar Creative Ltd** does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow **Nectar Creative Ltd** to remove the contravention without hindrance, or penalty. **Nectar Creative Ltd** is to be held in no way responsible for any such data being included.

### Cancellation

Cancellation of orders may be made initially by telephone contact, however, following this, **Nectar Creative Ltd** will need formal notification in writing or on email. The client will then be invoiced for all work completed from the time of first ordering. The balance of monies due must be paid within 30 days.

### Disclaimer

**Nectar Creative Ltd** makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. **Nectar Creative Ltd** will not be held responsible for any and all damages resulting from products and/or services it supplies. **Nectar Creative Ltd** 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. The customer agrees not to hold **Nectar Creative Ltd** responsible for any such loss or damage. Any claim against **Nectar Creative Ltd** shall be limited to the relevant fee(s) paid by the customer.

**Nectar Creative Ltd** 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. **Nectar Creative Ltd** will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

**Nectar Creative Ltd** and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. **Nectar Creative Ltd** recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

### General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. **Nectar Creative Ltd** reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

### Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by **Nectar Creative Ltd** and validated by the customer's acceptance 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 signatory and **Nectar Creative Ltd**