

# terms of business

## General

The following terms and conditions of service apply to all products and services provided by 71degrees.

All work is carried out by 71degrees on the understanding that the client has agreed to 71degrees terms and conditions.

71degrees may sub-contract all or any part of the services. 71degrees contracts for itself and as an agent of and trustee for its employees and sub-contractors and their employees and any reference in these conditions to the company shall be deemed to include every such employee and sub-contractor.

## Acceptance of quotation and terms and conditions

At the time of proposal, 71degrees will provide the client with a written estimate or proposal.

In acceptance of this estimate or proposal the client would then provide 71degrees with a purchase order with a detailed description of the project requirements and associated costs. This would bind the client to accept 71degrees' terms and conditions and forms a contract for business between the client and 71degrees.

No work on a project will commence until a purchase order has been received by 71degrees.

## Design charges

Charges for design services to be provided by 71degrees, will be set out in the written estimate or quotation that is provided to the client.

## Charges for other services

Charges for any additional services over and above the estimated design will be estimated and agreed prior to commencement.

## Payment

Payment is strictly due within 30 days of the invoice date. All queries relating to invoices must be notified within 7 days of the invoice date. Accounts

which remain outstanding for 60 days after the date of invoice, will incur an extra charge of 3% per month of the outstanding amount.

Payments may be made by cheque or bank transfer only.

Returned cheques will incur an additional fee of £50 per returned cheque. 71degrees reserves the right to consider an account to be in default in the event of a returned cheque.

## Default

71degrees shall be considered entitled to remove the customer's material from any or all computer systems, until the amount due has been fully paid.

This includes any or all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount.

Customers whose accounts become default agree to pay 71degrees reasonable legal expenses and third party collection agency fees in the enforcement of these terms and conditions.

## Copyrights and trademarks

By supplying text, images and other data to 71degrees 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 71degrees on behalf of the customer, will remain the property of 71degrees and/or its suppliers unless stated within the proposal.***

The customer may request in writing from 71degrees, the necessary permission to use materials (for which 71degrees holds the copyright) in forms other than for which it was originally supplied, and 71degrees may, at its 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 unless stated within the proposal.

By supplying images, text, or any other data to 71degrees, the customer grants 71degrees permission to use this material freely in the pursuit of the design.

Should 71degrees, 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 71degrees to remove and/or replace the file on all items ie website/s or any online/printed collateral.

The customer agrees to fully indemnify and hold 71degrees 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.

## Alterations

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 charge.

The customer also agrees that 71degrees holds no responsibility for any amendments made by any third party, before or after a design is published.

## Proofs

Proofs of all work may be submitted, if requested, for customer's approval



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and 71degrees shall incur no liability for any errors not corrected by the customer in proofs so submitted.

Customers alterations and additional proofs necessitated thereby shall be charged extra unless additional amendments were included within the original briefing/proposal.

Due to differences in equipment, paper, inks and other conditions between colour proofing and production runs a reasonable variation in colour between colour proofs and the completed job will be deemed acceptable unless otherwise agreed.

## Licensing

Any design, artwork, copywriting, drawing, idea or code created for the customer by 71degrees, or any of its contractors, is licensed to 71degrees and may not be modified, re-used, or re-distributed in any way or form without the express written consent of 71degrees and any of its relevant sub-contractors.

All design work, where there is a risk that another party make a claim, should be registered by the customer with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use.

71degrees will not be held responsible for any and all damages resulting from such claims.

71degrees is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold 71degrees responsible for any such loss or damage. Any claim against 71degrees shall be limited to the relevant fee(s) paid by the customer.

## Data formats

The customer agrees to 71degrees definition of acceptable means of supplying data to 71degrees. Text is to be supplied to 71degrees in electronic format as standard text (.txt), MS Word (.doc) via e-mail, file

transfer or memory stick/storage. Images which are supplied in an electronic format, are to be provided in a format as prescribed by 71degrees via e-mail or file-transfer.

Images must be of a quality suitable for use without any subsequent image processing, and 71degrees will not be held responsible for any image quality which the customer later deems to be unacceptable.

71degrees cannot be held responsible for the quality of any images which the customer 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 71degrees of a design project's duration is to be considered by the customer to be an estimation. We will not be responsible for any delay or failure to deliver content under this agreement caused by circumstances beyond our control. If there shall be such suspension of the schedule at any stage, we shall revise the schedule accordingly and the new schedule shall apply thereafter.

## Rights of access for website construction

The customer agrees to allow 71degrees 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 71degrees 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 supply 71degrees with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

## Design project completion

71degrees considers the design project complete upon the final approval from the client (via email). Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the customers behalf constitute a separate project and can be treated as a separate charge.

## Website design only

Once the website design is completed, 71degrees will provide the customer with the opportunity to review the resulting work.

71degrees 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 71degrees by e-mail.

