



WYNTER CREATIVE

Terms and Conditions

Design Project Completion

Wynter Creative considers the design project complete upon receipt of the customer's signed approval form or an approval email stating the artwork or design is approved. Upon a customer's signature or receipt of an approval email it is assumed the customer has read and checked all content (including text) and design aspects so that the project can then be dispatched appropriately.

Website Design Only

Once web design is complete, Wynter Creative will provide the customer with the opportunity to review the resulting work. Wynter Creative will make three sets 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 colour schemes or any navigation features.

Print Design Only

Once print design is complete, Wynter Creative will provide the customer with the opportunity to review the resulting work. Changes to reviewed work will be charged at the full hourly rate.

Development site

Wynter Creative will build a development site for the client to be hosted on the Wynter Creative dev server. The client is to check design, functionality and content on this server. The site will remain at this location until the client has approved, signed off and paid for the site.

Payment

An initial payment of 50% of the estimated price is required to commence work. Balance of payment must be made to Wynter Creative (when the website or design is approved and signed-off by the client) before delivery will occur. If negotiated with the customer delivery may occur prior to payment and payment is to be made within 14 days upon the customer's receipt of an invoice.

Content

Wynter Creative takes no responsibility for any errors in design or web content. It is the responsibility of the client to ensure all content is correct before delivery. All images provided by the client for their design or website must be copyright-approved before delivery. Wynter Creative is not responsible for the copyright of any supplied images. However, Wynter Creative can source a range of (watermarked demo) stock images for the clients. These stock images must be purchased prior to use on the final site or design, unless otherwise stated.

All content should be delivered in one package, containing all images, text, captions, etc together with clear instructions on where the content is to go.

Licensing

Any design, copywriting, drawing, idea or code created for the customer by Wynter Creative, or any of its 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 Wynter Creative and any of its relevant sub-contractors.

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

Data Formats

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

Text is to be supplied to Wynter Creative in electronic format as standard text (.txt), MS Word (.doc).

Images that are supplied in an electronic format are to be provided in a format as prescribed by Wynter Creative. Images must be of a quality suitable for use without any subsequent image processing, and Wynter Creative will not be held responsible for any image quality that the client later deems to be unacceptable. Wynter Creative cannot be held responsible for the quality of any images that 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 Wynter Creative of a design project's duration is to be considered by the customer to be estimation. Wynter Creative cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that Wynter Creative receives cleared funds for the initial payment or by date confirmed in writing by Wynter Creative.

Rights of Access for Website Construction

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

Domain Registration

Wynter Creative cannot guarantee the availability of any domain name. Where Wynter Creative 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, Wynter Creative 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.

Rights of Refusal

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

Early Termination

Early termination of orders may be made initially by telephone contact, or e-mail. However, a formal notification in writing must be sent to Wynter Creative after initial notification. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation that is not formally confirmed in writing and received by Wynter Creative within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

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

Wynter Creative 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. Wynter Creative will not knowingly perform any actions to contravene these and the client agrees to be so bound.

Wynter Creative and its clients agree to comply with Printers Terms and Conditions that include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Wynter Creative recommends that if an exact quantity is required, then 10% extra be 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. Wynter Creative reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Changes to initial brief

If Wynter Creative feels that any item requested by the client does not fit within the initial brief, the client will be notified immediately. The item will then be either quoted separately, or charged as an extra, at full hourly rates.

Corrections and modifications

Once a site or design has been approved and signed off, all additional corrections and modifications to the site will be charged as extras at full hourly rates.

Acceptance of Estimate and Terms and Conditions

The placement of an order for design and/or any other services offered by Wynter Creative and validated by the customer's signature or approval email on the estimate or quotation form, 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 Wynter Creative.