



Graphic Design | Website Design | Social Media Search Engine Optimisation (SEO)

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## Statement from Jaclyn Reynolds:

I am committed to excellence and because client satisfaction is one of my top priorities, I respond to my client's creative needs, by offering innovative designs, friendly service and a personal experience. The following terms have been tailored to protect both yourself (the client) and myself (the contractor) during a working relationship, built on trust.

## Terms and Conditions:

By engaging the contractor for work, the client agrees that they have read the terms and conditions & any changes to these terms and conditions must be emailed to the contractor within 14 days prior to work commencing.

### Invoicing, Deposits & Quoting

Invoices will be issued after the completion of a job or at the end of the month at the contractor's discretion. A monthly statement will be sent shortly after the close of the month. Payments for invoices issued must be paid in full according to the required payment date on the invoice. The contractor reserves the right to impose a credit limit at any time. If payment of the contractor's invoice to the client is overdue, the contractor may charge interest on any amount overdue at a rate of no more than 5% p.a. above the Official Cash Rate as published from time to time by the Reserve Bank of New Zealand. After 6 months of non-payment, debt may be passed on to an appropriate agency for collection and the client is liable for any collection fees. The contractor retains the right to retain all project design and development work (with the exception of content and graphics provided by the client), and take down live websites and withhold logins, until payment is received in full.

Unless otherwise stated, quotations remain available for acceptance for 30 days from the date of the quote, after which a revised quotation may be required. All quotations are based on the conditions and specifications in the quotation, and covers all work and materials required to complete the order. Any variation or alteration to the specifications, copy and/or layout by the client, increase in material costs, or change in delivery schedule will make the quotation subject to amendment/variation in costs. For large orders the client reserves the right to request a deposit before commencing the job. Websites require a 50% deposit on order and 50% immediately on completion (this is non-negotiable).

### Intellectual Property

Where the contractor designs any product, mechanism, website or graphic or provides photographic material, the intellectual property rights for that product remain the property of the contractor unless agreed in writing that the rights should pass to the client. All work completed by the contractor is subject to copyright and terms and conditions of trade.

The contractor reserves the right to display website's and graphics that have been designed and/or built by the contractor on the contractor's website, and in any marketing material. The contractor's clients will have a small 'Designed by Jacky Reynolds' text link in the footer of their website. Please inform The contractor if you do not wish to have this added.



#### Complaints & Termination of Contract

Complaints regarding finished goods must be received by the contractor within a reasonable time in writing. What is a “reasonable time” will depend on the circumstances of each case. Where a contract is cancelled by the client, all work done to date by the contractor will be paid for by the client.

#### Preliminary Work

Experimental work, preliminary sketches and other creative work will be charged for by the contractor. Any additional translating, editing or programming needed to utilise client supplied files or images will be charged.

#### Sign Off

The contractor is not liable for errors in the finished work where a proof has been submitted to and approved by the client. The contractor is not responsible for proof reading any designs. The client is responsible to check proofs and other deliverables carefully for accuracy in all respects, ranging from spelling to technical illustrations. The client's signature, go-ahead e-mail or sms/text approval is required on all artwork prior to release for printing, digital publication, or other implementation.

#### Retention of Work

It is the client's responsibility to retain a copy of any image or file supplied. The contractor is not responsible for accidental damage/loss of any material/designs supplied. Finished work files can be requested at the end of the project. The contractor is not responsible for retaining work completed for longer than 6 months.

#### Printing

There is no guarantee that production prints will exactly match colour proofs because of variations in proof preparation methods and substrates. The contractor will however use their best endeavours to provide a commercially acceptable finished product. Printing time is never guaranteed and the contractor cannot be held liable for any damages that may result from late delivery of any product or material.

#### Illegal or Libellous Material

The contractor is not required to reproduce any material that is, in the contractor's opinion, illegal or libellous in nature or that is in breach of any statute. The contractor will be indemnified by the client in respect of any and all claims, costs, and/or expenses arising out of any libel or breach of statute or infringement of copyright, patent or design.



### Copyrights and Trademarks

By supplying text, images and other data to the contractor for inclusion in the client's website or other medium, the client declares that the client holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner. Should the client or contractor 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 client will agree to allow the contractor to remove and/or replace the file on the site. The client agrees to fully indemnify and hold the contractor free from harm in any and all claims resulting from the client or contractor not having obtained all the required copyright, and/or any other necessary permissions.

### Supplier's Liability

The contractor will not be liable for any indirect or consequential loss to the client arising from third party claims occasioned by unintentional errors in the work or by delay in delivery. No warranty is given or responsibility accepted by the contractor to ensure that goods produced comply with the requirements of any legislation relating to the marking and/or labelling, and/or packaging of goods. Compliance with any such legislation is the client's responsibility. No guarantee is given that the goods supplied to the client are fit for any purpose not made known to the contractor.

Services purchased from the contractor are provided "as is" without warranty of any kind. In no event shall the contractor be liable to the client for any direct, indirect, special, punitive, incidental, or consequential damages arising out of the use of their website, design services, web hosting and/or goods provided to the client. This includes, without limitation, lost profits, business interruption, loss of data or other losses directly resulting from the use of the website, services, and/or goods provided to the client. The entire risk as to the quality and performance of the graphic and/or web design work rests with the client.

### Meetings

The initial 1 hour meeting is always free of charge, any subsequent hours or meetings following that are chargeable (\$80 per hour) and additional to any project estimates/quotes. This includes travel to and from the meeting location provided it is within a 15km radius of the contractor's office. Any other travel and associated costs will be for the client's account.

### Third Party or Client Page Modification

With regards to any website produced by the contractor, if anyone other than the client or its subcontractor attempts to update the web site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at the contractor's current hourly rate. There is a one-hour minimum charge.

### Website Software

Any software, code, plugin or other third party material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the client, not the contractor.



#### Viruses, Login Details & Outdated Websites

The contractor is not responsible for loss or damage to client's data due to hacking of a website. The contractor makes every effort to take security precautions on the client's websites, this includes the relevant security plugins. However, the contractor cannot guarantee the prevention of hacks, viruses or unexpected data deletion and cannot be held liable for any such damages as a result.

The contractor cannot be responsible for any websites that have stopped working or have become faulty over time due to the website becoming "outdated". Outdated websites can be affected due to many aspects, such as new browser software, outdated web code, etc. The contractor cannot be expected to keep the client's website updated in every aspect without being compensated to do so. In this situation the client may opt to commission the contractor to have their website redeveloped or updated where the contractor will then be responsible for updating this on the client's website frequently.

Login details and passwords need to be kept confidential and secure. The contractor will not be held accountable for any website hacks that occur resulting from unsecured passwords.

#### Website Functionality

The contractor cannot guarantee that the functions contained in any web page templates or in a completed website, or web hosting services will always be error-free and therefore the contractor cannot be liable to the client or any third party for damages, including lost revenue, lost savings or other incidental, consequential or special damages arising out of the operation of, or inability to, operate this website and any other web pages, even if the client has advised the contractor of the possibilities of such damages.

#### SEO

Due to the infinite number of considerations that search engines use when determining a site's ranking, the contractor 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.

#### Compliance

It is the client's responsibility, as the client and owner of the client's business to ensure that any website(s), advertisements, digital or printed material and any and all content (such as, but not limited to, design, words, images, products, video, downloads) complies with all relevant legislation, copyright legislation, advertising standards and privacy rules within New Zealand and the countries that the client operates in. Compliance with legislation is entirely the client's responsibility as the business owner. While the contractor may in good faith help the client implement changes to ensure compliance, the contractor cannot be held responsible or liable for past, present or future compliance with the applicable laws. It is the client's responsibility to ensure that the client's website, its content and all the client's data collection and storage systems comply with any and all privacy laws applicable to the client and the client's business such as *GDPR* and any relevant privacy laws in the client's jurisdiction.

#### Advice

Any advice the contractor may give verbally or in writing should not be treated as professional advice.



### Website Browser Compatibility

The landscape of web browsers and devices changes regularly and the contractor's approach is to look forward, not back. With that in mind the contractor will test all mark-ups and CSS in current versions of all major desktop browsers to ensure that the contractor makes the most from them. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software.

The contractor does not cater for customers using Microsoft Internet Explorer 9 (or earlier versions) and cannot predict the behaviour of that browser. The contractor will also test that templates perform well on Apple's iPad & several phone brands. The contractor will not test old or abandoned browsers, for example Microsoft Internet Explorer versions 9 or earlier, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified.

### Subcontractors

The contractor reserves the right to hire subcontractors on any given project should the need arise.

### Non Communication & Deadlines

The contractor works to acceptable deadlines (unless a disaster strikes). In order to do this for the client, however, it is important that the client hit every deadline, too. The contractor will rely on the client to keep the project flow going with the client's approvals and sign-offs, as well as getting the content for the client's design project in a timely manner—typically before any design can begin. Out-of-contact time and delays in approvals will directly affect the project schedule, necessitating moving of deadlines and milestones back accordingly, but note that payment milestones will remain as scheduled.

By signing this document, the client acknowledges the client's responsibilities in keeping the project on-schedule. If the Client fails to deliver necessary content, resources, or feedback by the time the contractor deems crucial to any deadline, all deadlines and milestones (except payment milestones) will be adjusted accordingly. The Client's failure to meet timeline/milestone or content obligations for a period of 7 days or more will result in reallocation of resources and work on the project will be delayed or may cease.

### Client Declaration:

The client declares that all dealings with Jaclyn Reynolds will be made subject to these Terms and Conditions

I/we declare that the information on this application is in all respects true and correct at the date indicated. I/we declare the I/we have read the attached Terms & Conditions and agree that all interactions with the contractor will be subjects to these Terms & Conditions.

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_ Initial