

# 71degrees – Terms & Conditions



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## 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.

The Company may sub-contract all or any part of the services. The Company 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.

A copy of the written estimate or proposal is to be signed and dated by the client to indicate acceptance and should be returned to 71degrees endorsed with a purchase order number. Alternatively, the client may send an official order or email confirmation in reply to the estimate or proposal which binds the client to accept 71degrees' terms and conditions and forms a Contract for Business between the signatory and 71degrees.

No work on a project will commence until either document has been received by 71degrees. No Contract shall be created unless 71degrees accepts the order.

## 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

The client will be provided with an Approval Form and Invoice prior to final publication. At this time the remainder of the amount due will become payable and the client will also be required to sign and return the Approval Form to 71degrees. 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 cash, cheque, or (for overseas clients), Pound Sterling International Money Order or previously agreed electronic funds transfer.

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

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque.

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

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 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 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) on CD-ROM or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by 71degrees via floppy disc, CD-ROM, or e-mail. 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 receipt of the customer's signed Approval form. 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 web design is complete, 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



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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 or fax and confirmed by post.

71degrees will consider that the customer 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

71degrees does not offer in-house hosting services. 71degrees can only suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. 71degrees may request that customers change the type of hosting account used if that account is deemed by 71degrees to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees due to the hosting organisation are the responsibility of the customer and 71degrees are not liable for their payment.

## Domain Registration

71degrees cannot guarantee the availability of any domain name. Where 71degrees is to register a domain name on behalf of a customer it will endeavor to do so but the customer 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, 71degrees 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

71degrees retains the right to display the item/s (design or photography) in any online or offline portfolios, and for the purpose of marketing or advertising our services on or offline.

The customer agrees to allow 71degrees to place a small credit on printed material exhibition displays, advertisements and/or a link to 71degrees own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow 71degrees to place websites and other designs, along with a link to the customer's site on 71degrees 's own website for demonstration purposes and to use any designs in its own publicity.

## Rights of Refusal

71degrees 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. 71degrees also reserves the right to refuse to include submitted material without giving reason.

Any images and/or data that 71degrees does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow 71degrees to remove the contravention without hindrance, or penalty. 71degrees 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, or e-mail, however, following this, 71degrees will need formal notification in writing to 71degrees 's postal address. The customer 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.

Payment is required for the provision of design concepts: You are required to pay for our time, and quoted prices are based on design concepts provided, regardless whether used by you or not.

## Disclaimer

71degrees makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. 71degrees will not be held responsible for any and all damages resulting from products and/or services it supplies.

71degrees 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 71degrees responsible for any such loss or damage. Any claim against 71degrees shall be limited to the relevant fee(s) paid by the customer.

71degrees 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. 71degrees will not knowingly perform any actions to contravene these and the customer also agrees to be so bound.

71degrees and its customers agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities. Every endeavor will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5% for work in one colour only and 10% for other work being allowed for overs or shortages (4% and 8% respectively for quantities exceeding 50,000) the same to be charged or deducted.

## Indemnity

The customer shall save harmless and indemnify 71degrees, its subcontractors and its and their respective officers and employees from and against all claims, demands, proceedings, damages, costs, losses, liabilities and expenses whatsoever in respect of or resulting from:

- a injury to, customer personnel, and
- b loss of, or damage to customer property or that of customers personnel, and
- c direct or indirect consequential loss arising out of, or in consequence of the performance of this Contract irrespective of the negligence or breach of duty of 71degrees its sub-contractors and their respective officers and employees.

## Insolvency

Without prejudice to other remedies, if the Client become insolvent (that is if it is unable to pay its debts or has a winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it) 71degrees shall have the right not to proceed further with any work for the Client and shall be entitled to charge for work already carried out (whether completed or not) and material purchased for the client, such charge to be an immediate debt due to him. Any unpaid invoices shall become immediately due for payment.

## Force Majeure

71degrees shall not be liable in respect of any shortage or failure to supply where such shortage or failure is due to act of God or any other reason beyond the control of 71degrees and that 71degrees in such circumstances will not be liable in respect of any consequential loss to the Client.

71degrees shall not under any circumstances be liable for any direct or indirect consequential loss arising from the services howsoever, whensoever, or whatsoever caused and whether or not resulting from a negligent act or omission by the Client.

If for any of these reasons the Contract is not completed the Client shall pay the Contract Price less the costs not expended to date.

## Law

These conditions shall be governed by the law of England.