



TERMS OF TRADE - Nat Davis t/a The Design Eye

I, Natalie Davis, am a **freelance graphic design, website development and online marketing specialist** trading as The Design Eye. I urge all customers to carefully **read my terms of trade before accepting any proposal** or giving the go ahead on project.

The costs and expenses cited in proposals are my best estimates based upon the information provided. If additional information is forthcoming, the project specifications change, new functionalities requested after the quote was supplied or the scheduling changes, cost and expense estimates may also change.

Cost and expense estimates are **valid for 30 days** from the date of the proposal. Taxes are not included in cost and expense estimates.

Work not described in the proposal, including but not limited to revisions (authors amendments), corrections, alterations and additional proofs, **will be billed as an additional cost** at my standard hourly labour rate of \$125+GST per hour, or at the hourly rate as listed on my most current services card, or at my cost plus 25% mark-up.

A **purchase order** in the full amount of the quote should be initiated upon acceptance of the quote. **All invoices** submitted against the purchase order will be net, **payable within 7 days of receipt**. Interest may be charged on past due invoices (at the current bank overdraft rate).

A deposit of 50% of the total estimated cost will be required before work commences; the balance of each phase (for longer projects) is due within 7 days after completion of each phase or on completion in the case of a website going live.

Unless otherwise agreed, **I shall retain copyright and intellectual property rights** in all documents, reports, records, media, electronic files, drawings and designs prepared for and on your behalf in the provision of our services to you **until paid for in full**. In the case of websites, if payment has not been received for work completed and remains unpaid for more than 2 weeks, the site may be taken down until payment has been made in full or a payment arrangement has been agreed upon.

I shall be pleased to **confirm the date for work commencement upon receipt of the deposit**.

Website development does not include the development of any logos or other graphic design required unless agreed otherwise. Any additional graphic design work requested will be charged at the rate listed on my current services card. This includes any files or documents required to complete or form part of the website such as downloadable PDFs or brochures as this is content which is the responsibility of you, the customer.

Content managed sites are technically **complete when handed over to the customer** for content entry. Projects where the customer is required to either provide content for entry or enter their own content into the content management system will be invoiced in full at this point. Delays to launch due to content not being provided or not entered are the responsibility of the customer.

When a site is handed over to the customer and approved to go live, all work which I have been contracted for is deemed at this stage to be complete unless otherwise agreed to in writing. Any additional work or maintenance required on the website will be additional to the original website development stage and be charged at the current rate for website maintenance as listed on my current services card.

I am happy to carry out **content entry at an additional cost** at the rate as listed on my most current services card.

If any phase of the **assignment is delayed due to clients reasons for longer than 14 days, I will bill for work completed to date**.

I will make every reasonable effort to assure the accuracy of the material produced, but am **not responsible for the correctness of copy, illustrations, photographs, trademarks, or for obtaining clearances or approvals**. Please ensure all print work is thoroughly checked before 'signing it off' for printing, any errors are the responsibility of the customer.

I will take appropriate measures to safeguard any **materials** entrusted to me. However, **I do not accept responsibility for the loss, damage or unauthorised use of such materials**, nor am I responsible for the actions of the vendors and suppliers I utilise. **Costs do not include costs for photography or stock photography**.

I take no responsibility for any third party software that is used in conjunction with my products and/or services. All licence agreements, charges, fees, documentation, support or any other services or products are the sole responsibility of the party who owns the product. I will also not be liable for any loss or damages arising from or attributable to third party software and/or products, however caused. This includes but is not limited to 'Open Source' software, products and/or services including Wordpress.

All website development projects **are compatible on browsers as per the theme licence** which to the best of my knowledge at time of quoting are the most used browsers currently. This compatibility may be due and restricted to the theme chosen by the customer for their website and compatibility for extra browsers may or may not be able to be added.

Testing on other browsers will be conducted if requested and charged at an hourly rate of \$125 per hour. Additional compatibility to other browsers may be able to be added and if so, will be at an additional expense to the customer charged at the website development rate as listed on my services card or at my cost plus 25% mark-up.

I cannot guarantee my work for future versions of browsers due to the changes made by the vendors of the software, or to browsers incorrectly interpreting standard HTML/XHTML/CSS. Any amendments needed to correct visual issues on future browsers or browsers for other operating systems are at the cost of the customer as they arise.

While at times I will help with the set up and purchasing of domain names and hosting, all **website hosting and domain names are the responsibility of the customer**. Costs for these are not included in my quotes.

For printed work, the contract is between you, the customer, and the printer. Should I supply artwork to a printer for you, the artwork is sent on your behalf and the order with the printer remains your responsibility.

I recommend customers obtain a printed or PDF *proof* of the work before the printer prints the job. I recommend this to ensure you are happy with colour reproduction, and that you visit the printer for a *press pass to check off print standards* prior to print. As the result of the printed work is out of my remit, I will invoice once my work is completed which may be before the printed work is received.

At times a customer may **request a small task be undertaken without requesting a proposal or formal quote**. I will charge my services at my hourly rate for that type of work as listed on my services card, which I may update from time to time, **billing the time at the end of each week** regardless of whether the project is complete or not.

In the event of any **dispute**, all relevant parties to the dispute agree to seek a mediated agreement prior to any formalised action. A mediator will be selected by mutual agreement, and in the event of agreement not being reached, shall be provided by the Arbitrators and Mediators Institute of New Zealand. The mediator shall be paid for equally by both parties. This does not include defaulting on any invoices, in which case, I reserve the right to take appropriate action at my sole discretion.

Any of the above terms may be superseded by terms organised specifically with individual customers agreed to by email or in writing.