

## **Terms of Trade**

### **Quotations**

- All quotes the company provide are subject to sight of final material.
- If the company produces the work required under the quoted time and from the original quote supplied, this will be deducted from the client's invoice.
- If a project is due to go over the quoted amount, the company will advise the client prior to commencing any further work.
- If client brief changes after the commencement date of your project and goes outside the boundaries of the quotation this may incur additional charges, of which the client will be advised.
- The company's quotes do not include the cost of naming concepts, copy writing, stock photography, illustrations, image manipulation, typing, scanning, and any other intermediary materials specifically required for the completion of the client's order, unless stated.
- Changes requested by the client after a website home page design, and / or sub-page designs and / or a website is set live can incur additional charges.
- With specific regard to content population of text and imagery with websites, we take your initial supplied text and imagery as official and correct and any alterations to this after the site has been populated can incur additional charges.
- When requiring us to select stock photography where we charge for image search. If you don't end up using images from our presented selection, search time is still charged for.
- Whilst a high degree of accuracy is applied in interpreting your brief for purposes of quoting, it must be accepted that there is a reasonable degree where written or verbal communication can be mis-construed. Based on this, Out Wide Marketing have the right to requote for the client.
- All quotes are valid for 30 days from date of quotation.

### **Portfolio**

- All projects completed by Out Wide Marketing can be displayed on our print & online portfolio without prior consent from the client.

### **Cost Variation**

- Quotations are based on the costs prevailing at the time of quoting. The quoted price shall always be subject to amendment in recognition of the movements in these costs after quotation date.
- Web 'development' hourly rate varies for website projects and amendments/updates.

### **Alterations**

- Quotations shall be based on specifications supplied by the client at the time of quoting and any deviation from these specifications may result in additional charges.

### **Client's Corrections**

- Client's corrections on and after the first proof including alterations in style, shall be an additional charge.

### **Client's Experimental Orders**

- Work of an experimental nature prepared at the client's requests shall be considered an order and charged for accordingly.

### **Company's Speculative Work**

- Ideas, concepts, sketches, dummies, designs (whether verbal or written) submitted by the company on a speculative basis will remain the property and no use shall be made nor any idea obtained therefrom be used, without the agreement of the company in writing.

### **Verbal Instructions**

- The company shall not be held liable for errors or omission arising from an oversight or mis-interpretation of a client's verbal instructions.

### **Colour Proofs**

- No guarantee shall be given to exactly match a print production with a colour proof because of variances in proof preparation methods and substrates. However, the company shall at all times endeavor to provide the client with a commercially acceptable interpretation of the proof.

### **Proof Approval**

- The company will not be held liable for errors in print, branding, or web where a proof or an authorization of activation has been approved by the client. All proofs, including proofs subsequent to amendments or alterations shall be charged to the client.

### **Client's Property and Property Supplied**

- Client's property and all property supplied to the company by, or on behalf of the client shall be held at the client's risk. Every care will be taken to secure good results where the materials or equipment are supplied by the client.
- If any change or correction is necessary in order to supply properly finished work the additional work shall be at the client's expense. Responsibility shall not be accepted for sub-standard work caused by defects or unsuitability of such materials or equipment. Where the client supplies material, adequate supplies shall be furnished to cover spoilage as agreed with the company.

### **Holding Press to Client's Instruction**

- Presses held awaiting a client's instructions shall be at an additional charge for the time standing.

## **Suspended Work on Client's Instructions**

- The suspension of any work on client's instructions for a period of 30 days or more shall entitle the company to payment in full for all work in progress at the time of suspension. The company may revise the quotation of the uncompleted portion of the order before proceeding.

## **Cancellation of Projects and Orders**

- Orders shall not be canceled except upon terms which compensate the company for all expenses incurred and otherwise protect the company against loss.

## **Delivery**

- Unless specified, delivery of goods will be to the company's premises.
- Should urgent delivery be required, all charges incurred will be at a cost to the client.

## **Claims**

- Any complaints must be made in writing or via email (with proof of delivery in the event it is not received) within 10 working days of receipt of product. Beyond this, no claim shall be recognized.

## **Liability**

- The company shall not be held liable for any indirect or consequential loss or for the loss to a client arising from third party claims occasioned by errors in carrying out the work or by delay in delivery or malfunction.
- Whilst we do our utmost, no warranty shall be given or responsibility accepted by the company to ensure that goods produced comply with the requirements of any such legislation relating to the making and/or labeling and/or packaging of goods. Compliance with the requirements of any such legislation shall be the sole responsibility of the client.

## **Hosting**

- Out Wide Marketing has dedicated servers located across the globe that are fully managed by our reputable hosting provider.
- Our hosting provider guarantees at least 99.9% server availability for hosting. Web hosting availability is defined as the ability to retrieve the HTTP headers from the hosting server, calculated on a monthly basis. We monitor the server availability as a whole, not that of individual sites. Denial of service attacks or other types of attacks directed toward the web server resulting in or contributing to downtime will not be included in web hosting availability calculations.

## **Suitability of Goods**

- No guarantee shall be given or implied that the goods supplied at the clients instructions or designed by the company to those instructions are suitable for specific market requirements.

## **Illegal Matter**

- The company accepts the right to refuse working with and/or publishing (in print, or electronically) material which as deemed by us, may be illegal or libelous in nature.
- The company shall be indemnified by the client in respect of any claims, costs and/or expenses arising from or out of any illegal or libelous matter, or any infringement of copyright, patent or design.

## **Payment Terms**

- Unless prior arrangements have been agreed upon between the company and client, payment of the client's account is due in full, on or before the specified date on the invoice.
- All international transfers, where transfer fees apply, are chargeable to the client and shall not be deducted from the any part of the quotation.
- Late payments will be charged at an interest rate of 2.5% per month for each month and at any time over the due date for the total sum of the invoice and/or may result in loss of goods, deactivation of web site and/or loss of domain name.
- The company also reserves the right to limit credit facilities were an overdue account exists and the client will be liable for any costs (Solicitor/Debt/Collection Agency) that may be incurred in the process of recovering an overdue account.
- All goods remain the property of Out Wide Marketing until full payment has been received.
- The company shall in respect for all unpaid debts due from the client have a general lien on all the goods and property in the company's hands and the printer shall be entitled upon the expiration of 14 days notice, to dispose of the goods or property as the company thinks fit and apply the proceeds toward such debts.