

New Age Design

NAD (UK) Ltd

Terms and Conditions

The following Terms and Conditions will be applicable in any dealings that you (whether an individual or a corporate body) and New Age Design is involved. In particular the terms will apply when making orders to New Age Design, regardless the medium used to place the order, be it made through telephone, fax, internet and verbal communication. You acknowledge that you have read, understood and accepted the most current Terms and Conditions as they shall be prescribed by New Age Design.

1. Acceptance of orders

(a) New Age Design contracts for the supply of goods and/or services only subject to these terms and conditions and anything in the clients order or enquiries inconsistent with these terms will not be binding to New Age Design or any of its authorised agents.

(b) The terms and conditions herein shall constitute the entire agreement between New Age Design and any modification to these conditions will be binding only if it is evidenced in writing signed by a director of the company and such evidence contains specific reference to those conditions being modified.

(c) Acceptance of the clients order takes place when an order confirmation - email/fax/written/verbal is made with the client, or preliminary work is undertaken on the client's instructions.

(d) We reserve the right to decline any order for any reason at our sole discretion.

2. Archived Designs

Designs are usually archived on CD-ROM so enabling us to reprint, amend or extract data from previous orders. Retrieval and amendment of the designs is a chargeable service. We make no guarantee that files will be archived.

3. Client's property

(a) Except in the case of a client who is not contracting in the course of a business or holding himself out as doing so, clients property and all property supplied to us by or on behalf of the client shall while it is in our possession or in transit to or from the client be deemed to be at clients risk unless otherwise agreed and the client should arrange insurance accordingly.

(b) We shall be entitled to make a reasonable charge for the storage of any client's property left with us before receipt of the order or after notification to the client of completion of the work.

(c) Materials/data supplied by the client - We may reject any paper, plates, data, media or other materials supplied or specified by the client which appear to us to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged.

(d) Responsibility will not be accepted for

imperfect work caused by defects in or unsuitability of materials so supplied or specified.

(e) Quantities of materials supplied shall be adequate to cover normal spoilage.

4. Currency

Payment for accepted orders will be made in pounds sterling or any other currency agreed upon on the order confirmation or other written communication sent to the client from us detailing the order - fax/written/email.

5. Delivery and payment

(a) Upon full payment for an order, New Age Design shall strive to offer their services within the agreed schedule. Upon completion, any physical goods shall be dispatched using third party carriers. Any delivery times which have been clearly offered as a guaranteed despatch or service completion time will be subject to any delays caused by the client, or at press for any technical reason, or due to third parties not making available to New Age Design required items or goods to despatch/complete the order and for any delays by the courier or national and international holidays. We entrust delivery of your goods to third party carriers, whose services we select on the basis of value for money. Their performance is carefully monitored and if we find they are falling short of their advertised claims and the situation cannot be remedied we may cease to use their services. The percentage of failures to successes in meeting service levels are contained within reasonable limits and if your goods do not arrive on time this is a regrettable but not usual event for which we will not be held liable.

(b) Where it's stipulated that the payment will be made in phases, such payment will be paid according to those phases no later than the date advised, unless advised by New Age Design in writing. Where payment is not made, New Age Design has the right to withhold labour and any and all element of the site (including any and all domain names) until such payment has been made.

(c) For the purposes of this section, any payment will be deemed to have been made when the amount due has been credited into New Age Design's account. Where an attempt to make payment has been declined, New Age Design may direct that the payment be made using alternative means within a period of 24 hours. Any work in progress may be suspended until such payment has been made. In all cases, once the commencement fee has been credited to New Age Design's account, it shall become non-refundable. Delay in payment will be charged at an interest of 5% above the HSBC bank base rate per day and an administration fee to cover the debt recovery costs. If there is delay in payment for more than 20 days, the ownership of the website or any other works shall automatically revert to New Age Design.

(d) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed the ownership shall pass and payment shall become due.

(e) Unless otherwise specified all the prices quoted are not inclusive of delivery charges and Value Added Tax (VAT).

(f) Should expedited delivery be agreed, you agree to meet the extra costs that are necessarily required to make that possible.

(g) Should work be suspended at the request of or delayed through any default of the client for a period of 14 days we shall then be entitled to payment for work already carried out, materials specially ordered and any other additional costs including storage.

6. Consideration

(a) Web Design and Development are charged at a rate of £400 per day or £50 per hour. These prices are exclusive of VAT. Graphic design is charged at a rate of £400 per day. The minimum fee for graphic design is £100. These quoted prices should not be regarded as anything more than a guideline, as the actual costs may be higher.

(b) Any quotation in this subsection will be valid for a period of seven 7 days only, and is subject to withdrawal by New Age Design

7. Fixed Cost Jobs

Any amendments made to fixed cost jobs will be billed to the client at New Age Design's standard hourly rate. Furthermore, design works produced beyond the original specifications for fixed costs job shall be billed at New Age Design's standard hourly rate, and this will be equally applicable for any subsequent artwork amendments which were not envisaged in the original costs.

8. Preliminary work and amendments

All work carried out, whether experimentally or otherwise (which include any artwork amendments undertaken with client's instructions), at the client's request shall be billed at New Age Design's standard hourly rate with payment to be made by the client.

9. Web Hosting

(a) Web hosting services are provided on an "as is" and "as available" basis and no warranty is provided or is to be implied as to (among other things) the fitness to a particular purpose, non-infringement, compatibility, adequacy, security and accuracy.

(b) The client is not entitled to any warranty that the web hosting services will meet its requirements and expectations, or that the services will be uninterrupted, flawless, timely, accurate, reliable, secure or error free or that the website/server will be free of viruses or other harmful elements, or that the errors in the software will be corrected in a timely fashion.

10. Substantially completed works

If New Age Design has substantially provided services to a client (at least 50% of the work) but the client is unable to complete or keeps the work on hold for a period of 14 days for any reason whatsoever, the final payment will still be due, and the new date for completion of the work may be mutually agreed upon.

11. Supply of design data

A charge may be made to cover any additional work that is necessarily carried out where the design data supplied or specified is not clear, legible, or in the prescribed format/specification to produce satisfactory results.

12. Copyright

(a) Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork, bespoke designs, web design, scripting, functions and programming both server-side and client-side, all scripting pertaining to the online content management system (CMS), Original source files and Illustrations shall belong to New Age Design, except where the whole printed product design is supplied by the client or designed by the client without being altered by New Age Design in any way. New Age Design as the author will grant the use of their work under copyright law as it sees fit. Any request for the granting or transfer of New Age Design's copyright in any work created by New Age Design for client must be requested by client in writing and acceptance or rejection of such request shall come within fourteen (14) days in writing by New Age Design. Any non authorised use of New Age Design's copyrighted material that has been created for client shall be prosecuted by New Age Design to the fullest extent of the law.

(b) Notwithstanding the foregoing, the copyright for all clients data and databases, structure and content therein whether submitted by third parties through the website or other feedback input and any data derived by the client through the use of server-side and client-side scripting will remain the property of the client.

(c) Any work created by New Age Design will remain the property of New Age Design. Work created by New Age Design must not be construed by third parties as its own, expressly or impliedly. The client shall be responsible for all the design data they supply. He/she should obtain the necessary authority or licenses to reproduce picture, artwork, photographs, logos etc. The client will indemnify New Age Design and its agents from any third party claim(s) arising thereof. Website content (excepting previous), design, software are copyright New Age Design or its partners.

13. Proofs of work

Proofs of all work may be submitted for client's approval and we shall incur no liability for any errors not corrected and communicated by the client in proofs so submitted. Any client alterations and/or additional proofs requiring additional work shall be billed to the client at New Age Design's standard hourly rate.

The client will be responsible for the charges incurred to produce any reprint that is necessary required due to any oversights.

14. Company imprint

All designs may carry our company imprint which will be positioned at our discretion. Removal of the imprint without prior permission in writing will constitute a breach the author's copyright.

15. Designs for the purpose of our portfolio

Any work created by New Age Design for any client may be showcased by New Age Design within their online or offline portfolio. Any artwork which involves works of third parties i.e. supplied designs, logo, photos, may also be used for the purpose of displaying client's past works for New Age Design's portfolio.

16. Full colour printing

Every effort will be made to obtain the best possible colour reproduction on client's work but because of the nature of the processes involved, we shall not be required to guarantee an exact match in colour or texture between the client's photograph or transparency, monitor display - local or over the internet, colour proof and the printed article.

17. Variation in quantity for printed matter.

Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins for 5 per cent for work in one colour only and 10 per cent for other work being allowed for over's or shortage (4 per cent and 8 per cent respectively for quantities exceeding 50,000) Often more is delivered than ordered.

18. Claims for printing

In cases of damage, delay or partial loss of goods in transit or of non-delivery, New Age Design as well as the courier must be notified in writing within three working days of delivery (or in the case of non-delivery within 5 days of despatch of the goods) and any claim in respect thereof must be made in writing to us and the courier within seven clear days of delivery (or in the case of non delivery, within 7 days of despatch). A sample of 50 pieces will be required for goods which the client believes warrant a claim. All other claims must be made in writing to us within 7 days of delivery. We shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the client proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

19. Site Modifications

In event of site alteration by client or any other person acting on client's instruction renders the site unusable, New Age Design may restore the site to its previous working condition at a standard hourly rate. The modifications can only be undertaken if the resources needed to do so are available. We shall not be responsible for unauthorised access by third parties to the site, or for any stolen data by any unauthorised person.

20. Communication of feedback

Clients must confirm that the feedback they submit or dispatch to New Age Design has actually been received. The mere posting or the feedback or dispatch of the same using any means, including email or snail mail, is NOT a conclusive proof that the feedback was received by New Age Design. New Age Design is therefore not obliged to act on any feedback that was never seen by its staff in its place of business.

21. Data

New Age Design takes no responsibility to back up the clients data.

22. Termination of the Agreement

Once a client enters into a legally binding contract with New Age Design, effective after acceptance of a client's order by New Age Design, the Agreement may be cancelled within 60 days prior written notice being issued by the party cancelling it. In the event of the client cancelling the agreement, the remaining contract balance will be payable by the client as per the timeline schedule beneath. Any services delivered as part of an additional requirement or contract bonus will be invoiced at the rate card amount if the contract term is not completed in full and payable by the client.

Cancellation Timeline:

Within 8 weeks
80 percent of total order value payable

Within 6 weeks
60 percent of total order value payable

Within 3 weeks
40 percent of total order value payable

Within 1 week
30 percent of total order value payable

Within 24 hours
20 percent of total order value payable

If cancellation is to occur, any discounts applied may be revoked and chargeable at our standard rate.

23. Client's obligations

The client will provide New Age Design with reasonable direct and remote access to its website, and shall provide such other reasonable assistance as New Age Design may request, including, but not limited to, providing source code and other statistical, diagnostic information and other relevant information required to enable New Age Design to comply with its obligations under this Agreement. The client shall comply with directions and advice from New Age Design within a reasonable period. The client shall not interfere or disrupt the service.

24. Search Engine Rankings and link building

New Age Design is unable to guarantee the client any definite results regarding the search engine rankings as well as the length of time a link may remain live.

25. Disclaimer of warranties

New Age Design disclaims ALL warranties express or implied that orders will be fit for any particular purpose, including, without limitation the successful attainment of the clients goals, be they financial, social impact or by the amount of traffic generated by their website. The client discharges and holds harmless New Age Design and its employers and agents from any liability arising out of this Agreement for any lost profits, lost savings, lost data, or other special or consequential, incidental or exemplary damages arising out of product or data that is in the hands of New Age Design under this agreement including but not limited to, loss of data, income, profit

or opportunity, loss of or damage to property and claims of third parties, or any indirect or consequential loss or damages, even if New Age Design have been advised of the possibility of such loss or damage, or such loss or damages were reasonably foreseeable.

26. Limitation of Liability

a) The sole liability of New Age Design in respect of any defect in, or failure of any goods or services supplied or for any shortage in the quantity of goods delivered or for any loss, injury attributable directly or indirectly thereto (other than in respect of death or personal injury) is limited to

i) Making good by replacement or

ii) Repairing defects or failures which under proper use appear therein.

b) Without prejudice to the foregoing, New Age Design shall in no circumstances be liable for any indirect or consequential loss (including without limitation loss of production, loss of profit or liability to third parties) suffered or incurred by the client. We shall not be liable for any loss to the client arising from any delays.

27. Insolvency

New Age Design may suspend any ongoing work for any client who commits an act of bankruptcy, resolves or goes into liquidation, has a receiver or manager appointed, enters into a voluntary administration or enters into a composition agreement or any other scheme with its creditors, or otherwise becomes insolvent and unable to pay off its debts. Without prejudice to the foregoing, New Age Design shall have the right of lien to any property belonging to such client, which property may be subject to be disposed off after a 14 day notice to the client in such manner as New Age Design shall deem fit, in order to recover any such debt owed.

28. Illegal matter

(a) We shall not be required to print or design any matter which in our opinion is or may be libellous, malicious, profane, can potentially fan ethnic or racial tensions, immoral or any such information which New Age Design considers objectionable on grounds of good conscience.

(b) We shall be indemnified by the client in respect of any claims, costs and expenses (including legal fees) arising out of any libellous matter or any infringement of copyright, patent, design or any other proprietary or personal rights contained in any material designed or printed for the client.

29. Severance

All provisions of these terms and conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, are severable from each other. If any of these Terms and Conditions should be determined to be unenforceable because they have been held to be invalid, illegal, void or unlawful for any reason by any court of competent jurisdiction then such Term or Condition shall be considered superseded by a valid, enforceable provision that most closely matches the intent of the original

provision and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

30. Non-Waiver

Our failure to enforce at any time or for any period any one or more of the Terms and Conditions shall not be a waiver of them or the rights attaching to any of them.

31. Structure

The structure, headings, numbering used in these terms and conditions are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

32. Force majeure

We shall be under no liability if we shall be unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) an Act of God, legislation, war, fire, flood, drought, failure of power of supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the client may by written notice to us elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

33. Law

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.