

Below is Jouvre Design Standard Terms and Conditions. Please take time to read through our Terms and Conditions thoroughly and ensure you understand them before you commence a project with us. By requesting designs and/or services from Jouvre Design you shall be deemed to have agreed to our Terms and Conditions and you are aware that you are entering a binding contract - payment is required.

Terms and Conditions **Jouvre Design**

The below conditions have been constructed under New Zealand Law and apply to all individuals, businesses or companies (Client/s) engaging the services of Jouvre Design, its contractors, subcontractors and employees (the Company) unless otherwise agreed to in writing by both parties.

1. General Conditions of Contract

- 1.1. These Terms and Conditions cover all Contracts entered into by a Client with the Company for services relating but not limited to design, printing, copywriting, visual media, web sites, brand identity, illustrations, images, space planning, 3D rendering and photography (Artwork).
- 1.2. These Terms and Conditions are subject to change without notification by the Company.
- 1.3. These Terms and Conditions apply to the Company and all of its contractors and subsidiaries.

2. Original Visual Brief, Variations and Guarantee

- 2.1. The Company and the Client will attend an initial consultation at no charge to the Client. This can be held via phone or in person. A (Visual Brief/Scope of Work) will be constructed through the collection of logos and designs. This will assist in the evaluation and formulation of the Client's business design requirements.
- 2.2. If no delivery date for final Artwork is decided upon and noted during the initial consultation, payment will be required at the time/s detailed in Clause (4.3); the length of time between consultation and delivery of final Artwork will have no effect on the requirement to remit funds on invoicing.
- 2.3. The Company does not offer a set number of revisions to logo Artwork under the original Visual Brief/Scope of Work, unless otherwise agreed previously in writing.
- 2.4. The Company will not charge for additional revisions of logo Artwork provided that the Client's requests for revision conform to the original Visual Brief and are communicated within the agreed timeline (if provided).
- 2.5. Additional work is defined as any work involving additions to the list of items defined in the original Visual Brief/Scope of Work/Estimate of Services or changes to all pieces of finished Artwork after sign off by an authorised representative of the Client. From time to time the Client will require extra design requirements during a project, or extra files upon completion of a project. The client will be informed that the alterations or changes requested fall outside the scope of the original estimate. If the client wishes these alterations to be made they must agree in writing, and an hourly rate fee will be payable. Additional expenses will be charged accordingly.

- 2.6. Should additional design not initially quoted for be requested during the design process, a progress payment will be payable prior to further work being carried out. Otherwise, all additional costs will be added to the final invoice, payable prior to delivery of design files.
- 2.7. Publication and/or release of work performed on behalf of the Client by the Company may not take place before cleared funds have been received.

3. Quotations/Estimates

- 3.1. Quotations/Estimates are generated by the Company on the basis of the Visual Brief/Scope of Work and expected time investment. Quotations may be subject to change if additional work is required.
- 3.2. All turnaround time quotations are estimates and are based on calendar working (business) days. No quoted printing, artwork or delivery dates are guaranteed and may vary.
- 3.3. It is agreed that the fee for service shall be the cost estimates provided via email, unless work undertaken exceeds work outlined. If work undertaken exceeds the items specified in the quote, the Client agrees to pay appropriate fees for the excess work, outside the scope of the original agreement. Where ever possible the Client will be notified of increases in the scope of the project.

4. Payment

- 4.1. The Company reserves the right to request a deposit from the Client prior to starting work on their project or Artwork. If a deposit is requested by the Company, an invoice will be generated and delivered to client via email and payment is expected. By remitting deposit funds to the Company, the Client is accepting the Terms and Conditions and entering a contract with the Company.
- 4.2. If a deposit is not requested, the Client is considered to accept the Terms and Conditions upon request of services/work from the Company.
- 4.3. The Company will invoice the Client for the remaining cost of the Artwork and associated services prior to the commencement of web site construction or printing services. The Company reserves the right to not proceed with these services until payment has been received in full from the Client.
- 4.4. An additional 5% administrative fee of invoice amount will be charged if the Client chooses to pay via Paypal.
- 4.5. The Company reserves the right to invoice prior to the time detailed in Clause (4.3) if the Client has been uncontactable / unresponsive for more than 30 days – refer Cancellation & Variation Policy – begins Clause (5).
- 4.6. The Company reserves the right to invoice for work completed if the project exceeds 60 days.
- 4.7. The Client reserves the right to request a payment plan which may be accepted by the Company at its discretion. All payment plans must be agreed to both parties in writing.
- 4.8. All payments are to be made within 30 days of invoicing.
- 4.9. The Company is entitled to charge the Client for any fees incurred relating to commencement of collection and recovery processes for accounts that remain unpaid in excess of 30 days.

- 4.10. Accounts which remain outstanding for 30 days after the date of invoice will incur an additional late payment fee equivalent to 5% of the outstanding invoice for each week payment is outstanding. If you are having difficulty paying your invoice, please get in touch as soon as you are aware of the issue, so we can discuss a solution that works for your company.
- 4.11. The Company reserves the right to delete web sites with accounts more than 90 days outstanding payment.
- 4.12. An account shall be considered in default if it remains unpaid for 30 days from the date of invoice or the Client has stated expressly that they do not intend to pay an invoice by the Company, unless prior arrangements have been made. The Company shall at its sole discretion suspend any and all services provided to the Client by the Company or its subsidiaries (including but not limited to hosting, websites designed files, concepts, artwork, and email) and employ debt collection measures until the total outstanding balance has been fully paid. This includes any and all unpaid accounts due for services ordered, including, but not limited to design, hosting, domain registration, search engine submission, maintenance, sub-contractors, printers, photographers and libraries plus bank interest calculated daily for each day payment is overdue.
- 4.13. Suspension of such services does not relieve the Client of its obligation to pay the due amount. Files on external servers, such as hosted e-commerce solutions will be removed and held until payment is made or for 30 days until the client has paid for their invoices in full.
- 4.14. The Company accepts no liability or responsibility for loss of income or damage to the Client for work removed from third party servers, as a result of non-payment and the Client will not take legal action for any situation arising from invoice disputes or removal of the disputed work in such case.

5. **Cancellation and Variation Policy**

- 5.1. The Company reserves the right to charge additional costs if the Client requests amendments to the original Visual Brief, the original project outcome is altered or further Artwork is requested – refer to Clause (2.2).
- 5.2. If the Client requests the cancellation of a Contract, The Company will determine the cost of Artwork and services provided. The Client will be invoiced this amount minus any deposits paid on the project to date.
- 5.3. If the determined monies payable is less than the deposit paid, a refund will be issued by the Company to the Client for the difference.
- 5.4. The Company will declare a project completed if no response is received from Client within 30 days of providing a concept Artwork and this Artwork will be determined as the final accepted Artwork. The Company will then invoice the Client for final payment of total project and non-payment will result in collection processes. Legal action may also be taken by the Company to recover all monies owed.
- 5.5. Any booking fees, delivery fees, design commencement fees, or progress payments are non-refundable once work has commenced if the contract is terminated by the client, after work has commenced.

6. Approving Proofs/ Designs/Printing

- 6.1. While the Company takes all care to avoid errors, the Company accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. The Client is held responsible for approving all Artwork proofs and ensuring accuracy and suitability before the production of Artwork. This includes, but is not limited to; design, spelling, grammar, illustrations, images and quantity. It is the responsibility of the Client to request another copy if the proof is difficult to read or changes are required. The email verification of the Client's representative shall be conclusive as to the approval of all Artwork prior to their release for printing, implementation or installation. No refunds or reprints are given after a final approved design has gone to print due to oversights by the Client proof reading.
- 6.2. The Client's final accepted proof is the Artwork that will be submitted for prints and/or web construction. There will be no reprints or web development at our expense. Printout of Client proof can be supplied at intended final print size (100%) to assist in confirming colours, design, bleed, size and type.

7. Submission of Client artwork

- 7.1. Clients who choose to submit their own Artwork, files and/or images are solely responsible for the end result of printing. Customers are reminded to submit print-ready Artwork with the correct specifications. We will print the Client's submission as requested however the Company is not responsible for Artwork mistakes. The Company is also not liable for supplied file errors. There will be no reprints at our expense.
- 7.2. Clients are reminded that when Artwork is trimmed, the bleed cut can vary in position up to 2-3mm, hence a 7mm internal margin from the bleed line is required if the Client is supplying Artwork.

8. Printing

- 8.1. Printing will not commence until full payment for Artwork and print services is received. The current turnaround time for printing is 5-10 working days dependant on the product type. This period commences at date of Client approval of Artwork proof and payment.
- 8.2. It is agreed that the Company is not responsible or held liable for any errors contained in the final product after the final product has been approved by the Client, (approval may be given in writing), committed to print or posted in view of the public. The Company will not be held responsible for and changes or amendment made after approval. It is the sole responsibility of the Client to notify the Company of any such errors during the revision cycle and before the final files have been generated.
- 8.3. All turnaround time quotations are estimates and are based on calendar working (business) days. No quoted printing, artwork or delivery dates are guaranteed and may vary.
- 8.4. With all printing, there may be some colour variations from electronic visual representations of Artwork and previous orders to the final printed Artworks.

This is due to the nature of CMYK printing and bulk-run printing system. There will be no reprints at our expense.

9. Delivery

- 9.1. The Company cannot be held liable for printing products that are damaged, lost or delayed when delivered by post or courier although the utmost care will be taken to ensure the products arrive on time and undamaged.

10. Web Site Design

- 10.1. The Client agrees to allow the Company to add a small credit on the customer's website. This will be in the form of a small line of text placed towards the bottom of the page.
- 10.2. The Client also agrees to allow the Company to place websites and other designs, along with a link to the Client's site on the Company's own website for self-promotional purposes, unless agreed to by both parties in writing beforehand.

11. Web Site Design Post-Completion Alterations

- 11.1. Upon completion of web site build, the Company will provide the Client with opportunity to review the resulting work. The Company will make one set of minor changes at no extra cost within 7 days of submission to Client for review ('review period').
- 11.2. Minor changes include small textual changes and small adjustments to placement of items on the page. Minor changes do not include alteration or replacement of images, colour schemes or any navigation features.
- 11.3. The Company can be notified of any minor requested changes by e-mail. The Company will consider that the Client has accepted the original draft if no notification of changes is received in writing from the Client within 7 days of the start of the review period.

12. SEO Search Engine Optimisation & Search Engine Listings

- 12.1. The Company builds web sites according to the trends of SEO at the time of building. We will help you to explore your key words/key phrases; however final key phrase choice is the responsibility of the Client.
- 12.2. The Company cannot guarantee, and is indemnified by the Client against any claims regarding the following: presence of Google or search engine listing, the position of web site in any search engines, which or if any of the web pages will be listed in any search engines, the time it will take for any search engines to list the web site and effectiveness of key words/key phrases.
- 12.3. Relating to Clause (7.3), the Company take no responsibility for duplicate content found on the Clients website or if the website is search engine black listed due to the written content or images of their site.

13. Technological advancements

- 13.1. The Client is to refer to hosting and domain name providers for queries regarding the following services: Domain names, Hosting and registration, SSL certificates, Email addresses and Email hosting.
- 13.2. The Client is to refer to their technical support company for queries regarding the following services and their applicable Terms and Conditions: Set up of email addresses, Emails going to Spam/ Junk, Email not functioning and Email Signatures.
- 13.3. The Company does not provide the following services: Domain names, Hosting and registration, SSL certificates, Email addresses, Email hosting, Setup of email addresses, Emails errors of any kind and Email Signatures.
- 13.4. The Company holds no responsibility if your email addresses are targeted with spam as it is outside of our control. The Company holds no responsibility if the Client's email account details are attained and used to send spam or malicious material.
- 13.5. The Company build and design websites to the best of their knowledge at the time of completion. The Company cannot take responsibility if the Client's site is "hacked". The Company does not provide software updates or take responsibility if the software used becomes out of date and obsolete. The Company does not take responsibility for any unforeseen advancements in technology that may have negative effects on any aspects of the Client's site or system.

14. CMS Content Management Systems

- 14.1. CMS Content Management Systems websites are delivered in an agreed working order. Any changes to the working files or configuration of the CMS that are done by a third party to The Company are the responsibility of the site owner.
- 14.2. Web sites are built using the latest software available at the time. All website terms and conditions also apply to CMS.
- 14.3. The Company does not hold responsibility for any content posted on the client's website. Any changes to the CMS after delivery will be charged accordingly. Any repercussions of the advancements in the CMS or server/hosting technology are not the responsibility of The Company.
- 14.4. The Company does not hold any responsibility for misuse of the CMS or website.
- 14.5. The Company does not back up web site content and cannot be held liable for partial or complete loss of data. It is the Client's responsibility to back up their web site.

15. Resending Uploaded Files

- 15.1. If a Client loses or accidentally deletes the files delivered by the Company at the completion of the project, the Company can re-upload to Drop Box, for a fee of \$50 per request. Providing the request from the Client has been made within 2 years from the date of completion.

16. Credentials

- 16.1. The Client agrees to allow the Company to place a small credit on printed material exhibition displays, advertisements and/or a Company graphic on the Client website. This will be in the form of a small logo or line of text placed towards the bottom of the page.

- 16.2. The Client also agrees to allow the Company to place websites and other designs, along with a link to the Client's site on the Company's own website for self-promotional purposes.

17. Force Majeure

- 17.1. The Company shall not be liable for any failure or delay in supply or delivery of Artwork or services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of the Company including but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism.

18. Copyright

- 18.1. Ownership of copyright over all concepts and draft Artwork remains with the Company. This includes, but is not limited to; logos, symbols, compositions and copy. Unlawful use of these Artworks by the Client is strictly prohibited. The use of Artwork prior to payment is illegal.
- 18.2. Artwork designed will remain the property of the Company until account is paid in full. Future re-print requests of the same Artwork will only incur a print management fee.
- 18.3. Upon full payment of account, copyright ownership will be transferred to the Client. The Company and their designers retain rights to utilise Artwork and all design elements for portfolio/self-promotion.
- 18.4. Unused concepts remain the property of the Company. The Company may still use paid for concepts in its promotional materials and in its design portfolio. Unless the Client requests otherwise, the Company retains the right to display a small by-line claiming design credit on works it produces, except for corporate stationery.
- 18.5. The Company reserve the right to use stock images in the creation of designs if required. Costs of this will be outlined to the client prior to purchase if not included in the proposal quote.
- 18.6. The Company reserve the rights to certain elements used to create your projects including RAW files, fonts, patterns, stock images, textures, colour palettes and other non-exclusive items.
- 18.7. Other than for the promotional use of the Company, all services provided shall be for the exclusive use of the Client's said purposes only. Designs may not be used for other promotional items, website or printed materials without permission. Upon payment of all invoices, reproduction rights on additional usage shall be outlined in writing, otherwise the purpose will be solely for the original service provided. For additional usage, price will be assessed as needed.
- 18.8. Copyright will remain property of the Company till such time an agreement is in place. As part of the Company terms of business, the copyright licence is automatically released to the Client on receipt of final payment for the commissioned work. The Company reserve the right to use all Artwork produced, concepts produced in the course of the project (including those concepts not selected) and revisions for the purposes of promoting the Company in print or

digital media portfolios, social media and blogs, except where the Client has specifically requested in writing otherwise.

19. Law and Liability

- 19.1. It is the Client's responsibility to ensure that any Artwork, images, files and text submitted does not violate New Zealand copyright laws or/and will be free and clear of all liens and encumbrances and may be lawfully used by the Client without infringing upon the rights of others including, and without limiting the generality of the foregoing, any copyright trade secret patent or trade mark rights of any third party globally. The Company and its contractors assumes all written and visual content adheres to copyright laws and all correct permissions have been sought and/or royalties paid for use.
- 19.2. It is agreed that the Company indemnify and hold the Client harmless from and against all claims for injury or death to persons or damage to property (including cost of litigation and legal fees) caused by, arising from or incidental to the services to be performed during the performance of the work outlined, except any such claims which are caused by the negligence of the Client or its employees, and it is agreed that we shall notify the Client in writing of full details of any such claim.
- 19.3. Under no circumstances shall the Company be liable to the Client for an indirect or consequential loss suffered by the Client relying on the information included in the supplies prepared by the Company including (without limitation) loss of profit, loss of contracts or pure economic loss. Any liability is strictly limited to the direct losses associated with remedial costs of the supplies only, not to include claims for delays, out of sequence working, non-productive overtime, award of costs, etc. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.

20. Freelance Contractors and Confidentiality

- 20.1. All contractors employed by the Company are held to a strict confidentiality and nondisclosure agreement. Contractors of the Company are also bound by a strictly enforced non-solicitation agreement with the Company. If this was to be breached by the contractor, the Company will take swift and reparatory measures to ensure the Client is made aware that the contractor in question is no longer a representative of the Company and acting independently. Furthermore, the unlawful contractor will be prosecuted through legal channels to the full extent of the law in such cases.
- 20.2. The Company aim for complete security of our clients and if we select contractors it is based upon previous work, references, and global checks with previous employers, as well as compliance with strict the Company's guidelines of professional behaviour and ethics.

21. Amendments to these Terms and Conditions

- 21.1. All and any amendments to the Terms and Conditions outlined in this submission must be provided in writing and signed by an authorised representative of The Company prior to the commencement of work.