

## Sibling & Co. Limited Terms & Conditions

The following Terms and Conditions of service apply to all products and services provided by Sibling & Co. Limited (hereinafter referred to as Sibling & Co.)

All work is carried out by Sibling & Co. on the understanding that the client has agreed to Sibling & Co.'s Terms and Conditions.

Copyright is retained by Sibling & Co. on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by Sibling & Co. as fulfilling the contract. All other designs remain the property of Sibling & Co., unless agreed in writing that this arrangement has been changed.

### Project Acceptance

At the time of proposal, Sibling & Co. will provide the client with a written estimate or quotation.

A copy of the written estimate or quotation is to be signed and dated by the client to indicate acceptance and should be returned to Sibling & Co. Alternatively, the client may send acceptance in reply to the estimate or quotation, which binds the client to accept Sibling & Co.'s Terms and Conditions, or an email acknowledging acceptance of the quotation. No work on a project will commence until acceptance of the quotation has been received by Sibling & Co.

### Design Charges

Charges for design services to be provided by Sibling & Co. will be set out in the written estimate or quotation that is provided to the client. At the time of the client's signed acceptance of this estimate or quotation, indicating acceptance of the terms & conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until Sibling & Co. has received this amount.

Unless agreed otherwise with the client, all design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work is supplied to the client for review. The remaining fifty (50) percent of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials.

### Source Files

Charges for design work do not cover the release of copyright design files including INDD, PSD, PNG, or any other source files; if the client requires these files, they will be subject to a separate quotation or 'buy-out' charge.

### Charges For Other Services

Charges for any additional services over and above the estimated design will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

## Payment

The client will be asked to provide approval and supplied with an invoice prior to final publication. When approval is given, the remainder of the amount due will become payable. Accounts, which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

Payments may be made by online transfer, cash, cheque, credit card (Visa, Mastercard) or debit card, or (for overseas clients), pound sterling international money order or previously agreed electronic funds transfer.

Publication and/or release of work done by Sibling & Co. on behalf of the client, may not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. Sibling & Co. 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. Sibling & Co. shall be considered entitled to remove Sibling & Co. and/or the client'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 client of its obligation to pay the due amount. Clients whose accounts become default agree to pay Sibling & Co. 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 Sibling & Co. for inclusion in the client's website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Sibling & Co. on behalf of the client, will remain the property of Sibling & Co. and/or its suppliers.

The client may request in writing from Sibling & Co., the necessary permission to use materials (for which Sibling & Co. holds the copyright) in forms other than for which it was originally supplied, and Sibling & Co. 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.

By supplying images, text, or any other data to Sibling & Co., the client grants Sibling & Co. permission to use this material freely in the pursuit of the design.

Should Sibling & Co., or the client 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 client will agree to allow Sibling & Co. to remove and/or replace the file on the site.

The client agrees to fully indemnify and hold Sibling & Co. free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

## Alterations

The client 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 client also agrees that Sibling & Co. holds no responsibility for any amendments made by any third party, before or after a design is published.

## Licensing

Any design, copywriting, drawing, idea or code created for the client by Sibling & Co., or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Sibling & Co. 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 client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Sibling & Co. will not be held responsible for any and all damages resulting from such claims. Sibling & Co. Is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold Sibling & Co. responsible for any such loss or damage. Any claim against Sibling & Co. shall be limited to the relevant fee(s) paid by the client.

## Data Formats

The client agrees to Sibling & Co.'s definition of acceptable means of supplying data to the company.

Text is to be supplied to Sibling & Co. in electronic format as standard text (.txt), Microsoft Word (.doc) on CD-Rom, or via e-mail / FTP.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Sibling & Co. via CD-Rom, or e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and Sibling & Co. will not be held responsible for any image quality which the client later deems to be unacceptable. Sibling & Co. cannot be held responsible for the quality of any images which the client 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, colour correction and alteration of images.

## Design project duration

Any indication given by Sibling & Co. of a design project's duration is to be considered by the client to be an estimation. Sibling & Co. cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Sibling & Co. for the initial payment or by date confirmed in writing by Sibling & Co.

## Rights Of Access For Website Construction

The client agrees to allow Sibling & Co. 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 client also agrees to allow Sibling & Co. 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 client agrees to supply Sibling & Co. 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

Sibling & Co. considers the design project complete upon receipt of the client's approval. Other services such as printing, display panel production, film production, website uploading, publishing etc. either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

### Website Design Only

Sibling & Co. require that a template be approved by the client before coding of a site commences. Once the template(s) for the web site are approved by the client, coding will commence; any changes to navigation items, colours, structure or content that require changes to the template will incur an additional charge.

Once web design is complete, Sibling & Co. will provide the client with the opportunity to review the resulting work. Sibling & Co. 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 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 Sibling & Co. by e-mail and confirmed by post.

Sibling & Co. will consider that the client has accepted the original draft, if no notification of changes is received in writing from the client, within 14 days of the start of the review period.

### Hosting Websites

Sibling & Co. offers a limited in-house hosting services through an out-sourced virtual server. Sibling & Co. does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Sibling & Co. may request that clients change the type of hosting account used if that account is deemed by Sibling & Co. to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting on Sibling & Co.'s virtual server are due at the commencement of any period of service and are non-refundable. Fees due to third party hosting organisations are the responsibility of the client and Sibling & Co. are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the client / domain owner.

### Domain Registration

Sibling & Co. cannot guarantee the availability of any domain name. Where Sibling & Co. is to register a domain name on behalf of a client it will endeavour to do so but the client 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, Sibling & Co. 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. Sibling & Co. recommend that clients use a professional SEO company and are happy to provide details of such companies, but accept no responsibility for their services.

### Design Credits

The client agrees to allow Sibling & Co. to place a small credit on printed material exhibition displays, advertisements and/or a link to Sibling & Co.'s own website on the client'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 client also agrees to allow Sibling & Co. to place websites and other designs, along with a link to the client's site on Sibling & Co.'s own website for demonstration purposes and to use any designs in its own publicity and portfolios.

### Rights Of Refusal

Sibling & Co. 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. Sibling & Co. also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that Sibling & Co. does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the client is obliged to allow Sibling & Co. to remove the contravention without hindrance, or penalty. Sibling & Co. 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, Sibling & Co. will need formal notification in writing to the company's postal address. The client 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. Please note: any cancellation which is not formally confirmed in writing and received by Sibling & Co. within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

### Disclaimer

Sibling & Co. makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Sibling & Co. will not be held responsible for any and all damages resulting from products and/or services it supplies. Sibling & Co. 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 client agrees not to hold Sibling & Co. responsible for any such loss or damage. Any claim against Sibling & Co. shall be limited to the relevant fee(s) paid by the client.

Sibling & Co. 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. Sibling & Co. will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Sibling & Co. and its clients agree to comply with printer's Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Sibling & Co. recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

## General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Sibling & Co. reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

## Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by Sibling & Co., by email, verbally or in writing, is deemed to be acceptance of these Terms and Conditions.

An estimate or proposal that is agreed constitutes acceptance of the estimate or proposal and agreement to comply fully with all the Terms and Conditions and forms a contract for business between the signatory and Sibling & Co.