



# Roseblade

## Media

Terms and Conditions

*Last Updated 29<sup>th</sup> July 2016*

The following Terms and Conditions of Service apply to all products and services provided by Roseblade Media Limited, a company registered in England and Wales, number 09984357. Roseblade Media Limited will be referred to Roseblade Media herein.

## **GENERAL**

All work is carried out by Roseblade Media on the understanding that the client has agreed to the following terms and conditions.

Copyright is retained by Roseblade Media on all creative design work including but not limited to campaign advertising slogans, pictures, ideas, visuals and illustrations until all costs have been settled.

If you are presented with several designs as a choice, only one will be transferred to the client as part of fulfilling the service and/or contract. All other designs remain the property of Roseblade Media unless otherwise agreed in writing.

### **Project acceptance**

At the time of proposal, Roseblade Media will provide the client with a written estimate or quotation.

The client may send an official order in reply to the estimate or quotation, or an email acknowledging acceptance of the quotation, or acceptance of the estimate via the online account portal (QuickFile), which binds the client to accept Roseblade Media's terms and conditions.

No work on a project will commence until acceptance of the quotation and a non-refundable deposit has been received by Roseblade Media.

### **Payment**

Clients will normally be invoiced on completion of work on our standard fourteen (14) days terms. For larger projects, such as website development, we will require staged payment. This will be detailed in the confirmation document supplied upon acceptance of the quotation or estimate. All new clients are required to pay in full prior to Roseblade Media commencing work.

Payments may be made by bank transfer, PayPal, credit or debit card, direct debit or cheque. Transaction fees may be applicable. You will be notified prior to making payment.

All prices stated exclude Value Added Tax (VAT) at the relevant prevailing rate.

Publication and/or release of work undertaken by Roseblade Media on behalf of the client may not take place before cleared funds have been received.

Roseblade Media reserves the right to consider an account to be in default in the event of a returned cheque.



### **Deposit**

A non-refundable deposit will be required after the acceptance of an estimate, but prior to any work starting. The amount of deposit will depend on the value of your project, as set out in the payment schedule.

### **Default**

An account shall be considered default if it remains unpaid for thirty (30) days from the date of invoice, or following a returned cheque.

Roseblade Media shall be considered entitled to remove Roseblade Media 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 Roseblade Media reasonable legal expenses and third party collection agency fees in the enforcement of these terms and conditions.

Interest and/or late payment fees may be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

### **Copyrights and Trademarks**

By supplying text, images and other data to Roseblade Media 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 images purchased on your behalf does not necessarily imply copyright ownership or guarantee unrestricted use, and may be purchased under a licence agreement.

Any artwork, images, or text supplied and/or designed by Roseblade Media on behalf of the client, will remain the property of Roseblade Media and/or its suppliers in accordance with the Copyright, Designs and Patents Act 1988.

The client may request in writing from Roseblade Media the necessary permission to use materials (for which Roseblade Media holds the copyright) in forms other than for which it was originally supplied, and Roseblade Media 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 Roseblade Media, the client grants Roseblade Media permission to use this material freely in the pursuit of the design.



Should Roseblade Media 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 Roseblade Media to remove and/or replace the file on the media.

The client agrees to fully indemnify and hold Roseblade Media 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 Roseblade Media 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 Roseblade Media, 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 Roseblade Media and any of its relevant sub-contractors.

Where there is a risk that another party make a claim against the client over any design work, the client will be responsible for registering the work with the appropriate authorities prior to its first use or publishing, or legal advice and searches sought as to its use.

Roseblade Media will not be held responsible for any and all damages resulting from such claims. Roseblade Media is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold Roseblade Media responsible for any such loss or damage. Any claim against Roseblade Media shall be limited to the relevant fee(s) paid by the client.

### **Rights of refusal**

Roseblade Media 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.

Roseblade Media also reserves the right to refuse to include submitted material without giving reason.

In the situation where any images and/or data that Roseblade Media does include in all good faith, and subsequently discovers is in contravention to such terms and conditions, the client is obliged to



allow Roseblade Media to remove the contravention without hindrance, or penalty. Roseblade Media 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.

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 14 days. Any cancellation which is not formally confirmed in writing and received by Roseblade Media within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Where media has been booked (including, but not limited to press, 48 sheets, 6 sheets and radio), a cancellation may be made in line with the terms and conditions of the media agency. If a media booking is cancelled, a cancellation fee may be enforced by the media agency, payable via Roseblade Media. The client will be invoiced for any cancellation fees which will be payable within 14 days from the date of the invoice over and above the non-refundable deposit.

We recommend cancelling media at the earliest opportunity to avoid any unwanted charges or fees.

### **Project duration**

Any indication given by Roseblade Media of a project's duration is to be considered by the client to be an estimate. Roseblade Media 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 Roseblade Media for the initial payment or by date confirmed in writing by Roseblade Media.

### **Disclaimer**

Roseblade Media makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Roseblade Media will not be held responsible for any and all damages resulting from products and/or services it supplies.

Roseblade Media 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 Roseblade Media responsible for any such loss or damage. Any claim against Roseblade Media shall be limited to the relevant fee(s) paid by the client.

Roseblade Media 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. Roseblade Media will not knowingly perform any actions to contravene these and the client also agrees to be so bound.



Roseblade Media and its clients agree to comply with printers' terms and conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within ten percent (10%) of the total ordered. Roseblade Media recommend that extra time is always allowed for print related jobs.

#### **Acceptance of Terms and Conditions and Quotation**

The placement of an order for design and/or any other services offered by Roseblade Media, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at <https://roseblade.media>.

An estimate validated by confirmation of approval to proceed with the project by the client by e-mail or in writing constitutes acceptance of the estimate or quotation and agreement to comply fully with all the terms and conditions and forms a Contract for Business between the signatory and Roseblade Media.

#### **Design credits**

The client agrees to allow Roseblade Media to place a small credit in the form of a link to Roseblade Media'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 and styled in line with Roseblade Media's branding unless unsuitable.

The client also agrees to allow Roseblade Media to place websites and other designs, along with descriptions and/or testimonials relating to the client's projects on Roseblade Media's own website for demonstration purposes and to use any designs in its own publicity and portfolios.

#### **General**

Roseblade Media reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

#### **CREATIVE DESIGN SERVICES**

Charges for creative design services to be provided by Roseblade Media will be set out in the written estimate or quotation that is provided to the client. This may be presented in email or in a formal estimate by Roseblade Media.

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

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



All design work will be proofed by the client and written approval by email or letter must be given before Roseblade Media will release it for publication or print. Whilst all efforts will be made by Roseblade Media to ensure the accuracy of work, no liability can be accepted by Roseblade Media for errors not highlighted by the client prior to written approval for publication or print.

#### **Data formats**

The client agrees to Roseblade Media's definition of acceptable means of supplying data to the company.

Text is to be supplied to Roseblade Media in electronic format as standard text (.txt), email, Microsoft Word (.doc/.docx) on CD-ROM, or via e-mail.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Roseblade Media via CD-ROM, e-mail or FTP. Images must be of a quality suitable for use without any subsequent image processing, and Roseblade Media will not be held responsible for any image quality which the client later deems to be unacceptable.

Roseblade Media 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.

#### **Working Limits**

All estimates provided by Roseblade Media, where a cost has been included for artwork (including creation and/or amendments) is limited to five drafts. Any further drafts created over and above this limit will be charged at the prevailing hourly rate. Where multiple design options are presented as part of the design process, these will be treated as one draft.

When a draft design is issued we allow for a period of twenty one (21) calendar days for amendments or approval. If no response is received within this timeframe, a partial invoice will be issued for work completed to date, including but not limited to any costs incurred as a result of the project and any set up fees. Any issued invoice is subject to our standard payment terms.

#### **WEBSITE DESIGN AND DEVELOPMENT**

Roseblade Media require that a template is approved by the client before coding of a site commences. Once the template(s) for the website are approved by the client, coding will commence; any changes to navigation items, colours, structure or content which require changes to the template will incur an additional charge.



Once web design is complete, Roseblade Media will provide the client with the opportunity to review the resulting work. Roseblade 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 Roseblade Media by e-mail.

Roseblade Media 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.

Roseblade Media cannot be held responsible for any layout or design issues once final sign off has been received. Any changes made using the content management system, where applicable, are made at your own risk.

### **Rights of access for website construction**

The client agrees to allow Roseblade Media 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 Roseblade Media 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 Roseblade Media with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

### **Hosting websites**

All hosted websites are subject to the separate hosting terms and conditions.

### **Domain registration**

All domain names are subject to the separate domain name terms and conditions.

### **Search engine submission**

Due to the infinite number of considerations that search engines use when determining a site's ranking, Roseblade Media 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. Roseblade Media recommend that clients use a professional Search Engine Optimisation specialist and can arrange for third party SEO consultancy, but can accept no responsibility for their services.

### **REFERRAL SCHEME**





Roseblade Media operates a referral scheme for referrals of new clients by existing clients.

Your company name must be mentioned at the time an estimate is requested from us by the referred client. This cannot be added retrospectively to existing estimates, or to clients already on our system.

A maximum of five (5) percent of the project total will be payable to the referrer once full payment has been received from the new client referred by the referrer. Payment can be made by bank transfer, PayPal or in account credit. Roseblade Media cannot be held responsible for any fees incurred as a result of the payment.

Payment is made on the first project only. Any subsequent projects are not eligible for a referral fee.

