

## terms & conditions

The following Terms and Conditions of service apply to all services provided by Liquid Moon.

All work is carried out by Liquid Moon on the understanding that the Client has agreed to abide by Liquid Moon's Terms and Conditions.

Copyright is retained by Liquid Moon on all design work including text, concepts, ideas, proofs, illustrations and code unless specifically released in writing and after all invoices have been settled.

If multiple design concepts are presented, only one concept is deemed to be given by Liquid Moon as fulfilling the contract. All other artwork designs remain the property of Liquid Moon, unless otherwise previously agreed in writing.

### **Project acceptance**

Liquid Moon will provide the Client with a written proposal or quotation and its Terms and Conditions. The Terms and Conditions can also be read on Liquid Moon's website.

A copy of the written proposal or quotation is to be signed and dated by the Client to indicate acceptance and should be returned to Liquid Moon. Alternatively, the Client may send an email acknowledging acceptance of the quotation or an official order in reply to the proposal or quotation, which binds the Client to accept Liquid Moon's Terms and Conditions. No work on a project will commence until Liquid Moon has received either document.

### **Services**

Liquid Moon shall provide services to the Client in accordance with the service levels set out in the proposal or quotation.

### **Design fee**

Fees for design services to be provided by Liquid Moon, will be set out in the written proposal or quotation that is provided to the Client. At the time of the Client's acceptance of this proposal or quotation, indicating acceptance of the Terms and Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until Liquid Moon has received this amount. Liquid Moon reserves the right to define payment milestones in the proposal or quotation and to stage invoices throughout the life of a project.

The remaining 50% of the project quotation total will be due within 14 days of completion of the work and prior to release of the materials, printing or uploading to a server. In the event that the Client decides they no longer require the work, they are still obliged to pay for the work that has been done, without exception.

In addition to the fees, the Client shall pay to Liquid Moon a sum equal to any taxes or duties (including but not limited to value added tax) chargeable on such fees.

### **Charges for other services**

Charges for any additional services over and above the estimated design will become fully payable at the time of project acceptance.

### **Payment**

The Client will be asked to approve artwork by providing sign off by email which will be followed by an invoice prior to print/artwork/publication, whereupon the Client becomes liable for any mistakes printed. At this time the remainder of the fees due will become payable. Accounts which remain outstanding for 30 days after the date of invoice, will incur interest charged at the statutory rate of 8% plus the Bank of England base rate of the outstanding amount and will be calculated on a daily basis.

Payments may be made by online transfer, cash, cheque, debit or credit card or previously agreed electronic funds transfer.

Publication and/or release of work done by Liquid Moon on behalf of the Client, may not take place before funds have cleared. Returned cheques will incur an additional fee of £50 per returned cheque. Liquid Moon reserves the right to consider an account to be in default in the event of a returned cheque.

Payment in full is required prior to artwork being sent to print, release of the materials or upload to a server.

## **Default**

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Liquid Moon shall be considered entitled to remove Liquid Moon's 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, design, consultancy, development, copywriting, hosting, domain registration, search engine submission, 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 Liquid Moon reasonable debt recovery fees, legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

## **Data formats**

The Client agrees to Liquid Moon's definition of acceptable means of supplying data to the company.

Text is to be supplied to Liquid Moon in electronic format as standard text (.txt), MS Word (.doc), via e-mail, FTP or an online file sharing service.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by Liquid Moon via e-mail, FTP or an online file sharing service. Images must be of a quality suitable for use without any subsequent image processing, and Liquid Moon will not be held responsible for any image quality which the Client later deems to be unacceptable. Liquid Moon cannot be held responsible for the quality of any image which the Client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, media conversion, digital image processing, colour correction and alteration of images, photography and art direction, photography searches or data entry services.

## **Copyrights and trademarks**

By supplying text, images and other data to Liquid Moon for inclusion in the Client's brochure, 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 Liquid Moon on behalf of the Client, will remain the property of Liquid Moon and/or its suppliers.

The Client may request in writing from Liquid Moon, the necessary permission to use materials (for which Liquid Moon holds the copyright) in forms other than for which it was originally supplied, and Liquid Moon 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. Liquid Moon reserves the right to charge fees for additional useage.

By supplying images, text, or any other data to Liquid Moon, the Client grants Liquid Moon permission to use this material freely in the pursuit of the design and to utilise the designs in Liquid Moon's portfolio unless agreed otherwise.

Should Liquid Moon, or the Client supply an image, text, media 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 Liquid Moon to remove and/or replace the file. The Client agrees to fully indemnify and hold Liquid Moon 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.

## **Materials supplied by Client**

Upon completion of the project, Liquid Moon shall, at the request of the Client, either return to the Client or destroy (and confirm destruction of) all Client material supplied by the Client to Liquid Moon and all copies thereof.

Liquid Moon will take all reasonable care in the handling and processing of all materials belonging to the Client.

The liability of Liquid Moon for loss of or damage to the Client's materials, however caused, shall be limited to a maximum of £50 (exclusive of VAT) per consignment. Liquid Moon shall not be liable for any consequential losses, special damages or other indirect losses, howsoever arising. It shall be the responsibility of the Client to ensure adequate and appropriate insurance cover in the event of the value of materials in any one consignment exceeding £50. It shall also be the responsibility of the Client to insure any goods or original materials deposited with Liquid Moon for the purposes of the order or in transit to or from Liquid Moon.

## **Design project duration**

Any indication given by Liquid Moon of a design project's duration is to be considered by the Client to be an estimation. Liquid Moon 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 of the deposit are received by Liquid Moon.

## **Delays**

The Client agrees to make available as soon as is reasonably possible, and in a timely manner, to Liquid Moon all materials required to complete the work to the agreed standard and within the set deadline. Liquid Moon will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

In the event that the Client fails to make available in a timely manner all materials required for Liquid Moon to complete the work, Liquid Moon will consider that the Client no longer requires the work to be completed and agrees to pay in full for the work that has been done, without exception.

## **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 Liquid Moon holds no responsibility for any amendments made by any third party, before or after a design is published.

## **Design project completion**

Liquid Moon considers the design project complete upon receipt of the Client's sign off. Other services such as printing, publishing, etc contracted on the Clients behalf constitute a separate project and can be treated as a separate charge.

Once design work is complete, Liquid Moon will provide the Client with the opportunity to review the resulting work. Liquid Moon 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.

## **Printing**

Liquid Moon will make very effort to obtain the best possible colour reproduction on Clients work but due to the nature of the print process involved Liquid Moon shall not be required to guarantee an exact match in colour or texture between the printed results and any proof or existing copy so supplied. Pantone ink matches cannot be produced using the full colour process. Any proof copies issued are not colour accurate and are issued for the purpose of content checking only.

## **Website design only**

Liquid Moon requires that a template is approved by the customer before coding of a site commences. Once the template(s) for the website are approved by the customer, coding will commence and any changes to navigation items, colours, structure or content that require changes to the template once coding has commenced will incur an additional charge.

Once web design and coding is complete, Liquid Moon will provide the Client with the opportunity to review the resulting work. Liquid Moon 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 Liquid Moon by e-mail.

Liquid Moon will consider that the Client has accepted the original draft, if no notification of changes is received by email from the Client, within 14 days of the start of the review period.

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

The Client agrees to allow Liquid Moon 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 customer also agrees to allow Liquid Moon 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 customer agrees to supply Liquid Moon with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

## Hosting services

Liquid Moon offers hosting services through an out-sourced virtual server. Liquid Moon does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Liquid Moon may request that Clients change the type of hosting account used if that account is deemed by Liquid Moon to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting are due at the commencement of any period of service and are non-refundable. Fees for hosting services arranged by the Client with a Third Party, are the sole responsibility of the Client.

## Domain registration

Liquid Moon cannot guarantee the availability of any domain name. Where Liquid Moon 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, Liquid Moon 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. Liquid Moon recommends that customers use a professional SEO company and are happy to provide details of such companies, but accept no responsibility for their services.

## Licensing

Any design, copywriting, drawing, idea or code created for the Client by Liquid Moon, 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 Liquid Moon and any of its relevant sub-contractors.

Fees for design work provided by Liquid Moon do not cover the release of copyright design files including qxp, indd, psd or any other source files. If the Client requires these files, they will be subject to a separate quotation or 'buy-out' charge.

All design work where there is a risk that another party may 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. Liquid Moon will not be held responsible for any and all damages resulting from such claims. Liquid Moon is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The Client agrees not to hold Liquid Moon responsible for any such loss or damage. Any claim against Liquid Moon shall be limited to the relevant fee(s) paid by the Client.

## Design credits

The Client agrees to allow Liquid Moon to place a small credit on printed material, exhibition displays, advertisements and/or a link to Liquid Moon'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 Liquid Moon to place all designs on Liquid Moon's own website for portfolio and demonstration purposes, to use any designs in its own publicity and to list the Client in its published client list unless agreed otherwise.

## Rights of refusal

Liquid Moon 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. Liquid Moon also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Liquid Moon does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the Client is obliged to allow Liquid Moon to remove the contravention without hindrance, or penalty. Liquid Moon 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, however, following this, Liquid Moon will need formal notification in writing or by email. 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. Please note: any cancellation which is not formally confirmed in writing or by email and received by Liquid Moon within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

## **Disclaimer**

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

Liquid Moon 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. Liquid Moon will not knowingly perform any actions to contravene these and the Client also agrees to be so bound.

Liquid Moon 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 10% of the total ordered. Liquid Moon 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.

## **Force majeure**

Liquid Moon shall not be liable to the Client or deemed to be in breach of the Terms and Conditions by reason of any delay in performing or any failure to perform any of the obligations of Liquid Moon in relation to the services, if the delay or failure was due to any cause beyond its reasonable control including but not limited to acts of God, explosion, flood, fire or accident, war or threat of war, sabotage, civil disturbance, restrictions, by-laws, prohibitions or measures of any kind on the part of any government parliamentary or local authority, strikes, lockouts or other industrial action or trade disputes (whether involving employees of Liquid Moon or any third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery, or any other force majeure event.

## **Privacy and confidentiality**

During the term of the project and thereafter, both the Client and Liquid Moon agree to keep all information that they obtain about the other concerning business, finances, technology and affairs of the other, and in particular but not limited to the service and regardless of its nature, strictly confidential.

Liquid Moon will not share or sell any Client details with third party companies, without the Client's express permission.

## **General**

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

## **Governing law and jurisdiction**

These Terms and Conditions shall be governed by the laws of England and the Client hereby submits to the exclusive jurisdiction of the English courts.

## **Acceptance of quotation and Terms and Conditions**

The placement of an order for design and/or any other services offered by Liquid Moon, by email, verbally or in writing, is deemed to be acceptance of the proposal or quotation and is also deemed to be acceptance of Liquid Moon's Terms and Conditions and forms a Contract for Business between the Client and Liquid Moon. No work on a project will commence until acceptance of the quotation and Terms and Conditions has been received by Liquid Moon.