

TERMS & CONDITIONS – LESLYN DESIGN

The following Terms and Conditions of Service apply to all services provided by Leslyn Design. All work is carried out by Leslyn Design on the understanding that the client has agreed to Leslyn Design's terms and conditions. Copyright is retained by Leslyn Design 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 Leslyn Design as fulfilling the contract. All other designs remain the property of Leslyn Design, unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, Leslyn Design will provide the client with a written estimate or quotation. The Terms and Conditions can be read on Leslyn Design's website.

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 Leslyn Design. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Leslyn Design terms and conditions. No work on a project will commence until either document has been received by Leslyn Design.

Design Charges

Charges for design services to be provided by Leslyn Design, 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 Leslyn Design has received this amount. Complimentary artwork is limited to a set number of given revisions. Leslyn Design has the right to refuse additional artwork/revisions.

Charges for Other Service

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 provided with an Approval Form and/or Review of the work provided with an Invoice prior to final publication. At this time the remainder of the amount due will become payable and the client will also be required to sign and submit the Approval Form to Leslyn Design. 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 cash, mobile money, Western Union and/or previously agreed electronic funds transfer.

Publication and/or release of work done by Leslyn Design on behalf of the client, may not take place before cleared funds have been received. Once payment has been made, there will be no reimbursement of funds unless agreed by Leslyn Design in writing.

Returned funds will incur an additional fee of \$50 per return. Leslyn Design reserves the right to consider an account to be in default in the event of a returned fund.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned check. Leslyn Design shall be considered entitled to remove Leslyn Design 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, business cards, flyers, pamphlets, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount.

Clients whose accounts become default agree to pay Leslyn Design 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 Leslyn Design for inclusion in the client's business cards, flyers, pamphlets, 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 Leslyn Design on behalf of the client, will remain the property of Leslyn Design.

The client may request in writing from Leslyn Design, the necessary permission to use materials (for which Leslyn Design holds the copyright) in forms other than for which it was originally supplied, and Leslyn Design 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 Leslyn Design, the client grants Leslyn Design permission to use this material freely in the pursuit of the design. Should Leslyn Design, or the client supply an image, text, audio clip or any other file for use in a business cards, flyers, pamphlets, 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 Leslyn Design to remove and/or replace the file on the site. The client agrees to fully indemnify and hold Leslyn Design 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 Leslyn Design 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 Leslyn Design, 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 Leslyn Design.

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. Leslyn Design will not be held responsible for any and all damages resulting from such claims. Leslyn Design is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold Leslyn

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

Data Formats

The client agrees to Leslyn Design's definition of acceptable means of supplying data to the company. Text is to be supplied to Leslyn Design in electronic format as standard text (.txt), MS Word (.doc) or via e-mail. Images which are supplied in an electronic format, are to be provided in a format as prescribed by Leslyn Design via e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Leslyn Design will not be held responsible for any image quality which the client later deems to be unacceptable. Leslyn Design 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.

Design Project Duration

Any indication given by Leslyn Design of a design project's duration is to be considered by the client to be an estimation. Leslyn Design 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 Leslyn Design for the initial payment or by date confirmed in writing by Leslyn Design.

Rights of Access for Website Construction

The client agrees to allow Leslyn Design 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 Leslyn Design 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 Leslyn Design 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

Leslyn Design considers the design project complete upon receipt of the client's review and signed approval or emailed statement accepting approval. Other services such as printing, display panel production, film work, website uploading, publishing etc., either contracted on the clients behalf constitute a separate project and can be treated as a separate charge. Once a project has been designed and emailed, there will be no refunds.

Project Abandonment

If after repeated attempts to begin, continue, or finalize the delivery of services, client fails to participate, or becomes otherwise unresponsive to Leslyn Design's requests for a period of two (2) months, the project may be considered abandoned, and Leslyn Design may reduce any refund the client may otherwise be entitled to hereunder to zero, and client will have forfeited all rights to receive any refund for services purchased or as described in the original invoice. Leslyn Design may issue client credit for future services at its discretion.

Website Design Only

Once a web design is complete, Leslyn Design will provide the client with the opportunity to review the resulting work. Leslyn Design 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 Leslyn Design. Leslyn Design will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

Hosting Websites

Leslyn Design does not offer in-house hosting services. Leslyn Design can only suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of

service, whatever the cause. Leslyn Design may request that clients change the type of hosting account used if that account is deemed by Lesley to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees due to the hosting organization are the responsibility of the client and Leslyn Design are not liable for their payment.

Domain Registration

Leslyn Design cannot guarantee the availability of any domain name. Where Leslyn Design 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, Leslyn Design 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.

Design Credits

The client agrees to allow Leslyn Design to place a small credit on printed material exhibition displays, advertisements and/or a link to Leslyn Design's own website on the client's website. This will usually be in the footer at the bottom of the page. The client also agrees to allow Leslyn Design to place websites and other designs, along with a link to the client's site on Leslyn Design's own website for demonstration purposes and to use any designs in its own publicity.

Rights of Refusal

Leslyn Design 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. Leslyn Design also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Leslyn Design does include in all good faith, and then finds out that it contravenes these Terms

and Conditions, the client is obliged to allow Leslyn Design to remove the contravention without hindrance, or penalty. Leslyn Design is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made by e-mail. 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 Leslyn Design within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

Leslyn Design makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Leslyn Design will not be held responsible for any and all damages resulting from products and/or services it supplies. Leslyn Design 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 Leslyn Design responsible for any such loss or damage. Any claim against Leslyn Design shall be limited to the relevant fee(s) paid by the client. Leslyn Design 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. Leslyn Design will not knowingly perform any actions to contravene these and the client also agrees to be so bound. Leslyn Design 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. Leslyn Design 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. Leslyn Design reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by Leslyn Design and validated by the client's signature on the estimate or quotation form, 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 Leslyn Design.