

Terms & Conditions

of business with Perception Advertising

1. Quotation & Authorisation Form

Quotations are estimates based on Perception Advertising Limited current fees and, unless otherwise agreed, are subject to amendment after acceptance where such amendment is required by client in order to meet any rise in costs or change in client brief provided.

Our Quotation & Authorisation forms also provide clarity of work to be carried out. Any discrepancies between client brief and Quotation & Authorisation forms should be brought to our attention to avoid changes to, or additional fees.

Authorisation forms signed and returned are deemed to confirm acceptance of these Terms & Conditions and authorisation to carry out work. Once signed and returned to Perception Advertising Limited, the project/work will commence. In the event that the project/work is subsequently cancelled Perception Advertising Limited will invoice for all work carried out up until the date of cancellation. Cancellation must be given in writing.

Perception Advertising Limited reserves the right to charge for deliveries, postage, and any value added tax payable, whether or not included on the Quotation & Authorisation form or invoice.

2. Chargeable Items

All work carried out, whether for demonstration, pitch or other purpose, and at customer's request, shall be chargeable.

3. Copy Writing

Copy writing is chargeable as per quotation supplied. Where copy is supplied by client but requires editing to suit purpose, this is chargeable.

Where additional work is necessary as a result of copy supplied being unclear or illegible, Perception Advertising Limited shall be entitled to make charges on a time basis to cover such additional work.

Copy should be officially client approved prior to commencement of design.

4. Design

Design is generally presented in a step-by-step process to ensure client brief compliance and acceptability. Where design is of a complex nature, Perception Advertising Limited may produce a clarification document to ensure accuracy of brief, prior to design commencement. Where this is altered by client after design has commenced, new charges will be incurred resulting from revised work undertaken.

Where initial design(s) require(s) modifications or new/alternative ideas these are supplied freely, provided constructive feedback is supplied and where feedback is reasonable, and providing they are in keeping with the original brief.

Where design involves layout of text, and text changes are requested following design commencement, client shall be liable to author's corrections fees on a time basis to cover such additional work. Perception Advertising Limited reserves the right to proceed with any type of author's correction without indicating the estimated time to carry out author's corrections and the client will be invoiced accordingly to the nearest hour.

There shall be no charges to client for revisions or corrections or additions made necessary by errors on the part of Perception Advertising Limited.

Any design ideas or concepts not accepted by client become the property of Perception Advertising Limited. Perception Advertising Limited will be free to use or dispose of such designs.

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5. Imagery

Any imagery sourced, photographed, manipulated or otherwise supplied, will be subject to appropriate usage fees. Imagery cannot be used for additional reasons unless agreed or licensed according to its use.

6. Proofs and Proofing

Perception Advertising Limited provides proofs of all finalised design work prior to print for official client approval.

Whilst we make efforts to ensure accuracy, Perception Advertising Limited can take no responsibility for proofing, of which the entire responsibility rests with the client.

Each time an alteration is requested, the entire work requires new proofing in its entirety, by client, and to ensure no drop-out or other design anomaly has occurred.

Please also refer back to point 4.

7. Printing

Where changes are requested by client at time of printing, author's corrections will be incurred.

Where an item(s) has been printed, but is rejected for purpose of change, the item(s) printed will automatically be destroyed unless immediately requested otherwise and in writing. Storage of printed materials is at cost.

Printer's proofs may be available for client's approval at cost, in which case Perception Advertising Limited shall incur no liability for any errors not corrected by the customer in proofs so submitted.

8. Copyright

Unless requested and agreed in writing, the copyright of artwork, copy writing, illustrations, photography, website design and anything else whatsoever prepared, developed or created by Perception Advertising Limited shall belong to Perception Advertising Limited. Perception Advertising Limited may use any artwork or other work produced by itself for the purposes of promoting or marketing itself. The client shall be responsible for obtaining all necessary consents to reproduce pictures, artwork, photographs, logo(s), copyright text, and/or any other items supplied, prior to instructing Perception Advertising Limited to reproduce the same.

The client shall indemnify and hold Perception Advertising Limited and its agents and representatives harmless against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (including but not limited to the defence of such claim) that the reproduction of the materials by Perception Advertising Limited infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party. All design and copy writing remains ©Copyright of Perception Advertising Limited unless otherwise agreed.

Upon payment in full, the client may request ownership of artwork produced for them by Perception Advertising Limited. Electronic copies of work can be supplied and a charge will be made for archive retrieval. Photography, illustrations and other elements provided by outside sources through Perception Advertising Limited may be subject to restrictions of use or ownership.

9. Colour Representation

All reasonable efforts shall be made to obtain the best possible colour reproduction on customer's work but variation is inherent in the print process and it is understood and accepted as reasonable that Perception Advertising Limited shall not be required to guarantee an exact match in colour between design and final print.

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10. Perception Endorsement

Unless expressed in writing, any design work for print may carry a discreet reference to Perception Advertising Limited which will be positioned at our discretion.

Unless specifically requested in writing any design of website(s) may carry a discreet reference/link to Perception Advertising Limited which will be positioned at our discretion.

11. Delivery and Payment

Turnaround is measured in working days. Whilst we endeavour to meet any deadlines/timelines supplied, delivery of project is reliant upon client not delaying the progress, or upon outside or unforeseen influences not delaying the process.

Should work be suspended at the request of or delayed through any default of client for a period of 30 days or more Perception Advertising Limited shall then be entitled to payment for work already carried out. Website design is considered complete when the site goes live, however, payment should be made either at intervals as specified on Quotation & Authorisation Form, or within the terms specified. Websites can go live providing payment has been made in full or part and as per the agreed terms.

12. Credit Terms

Invoices are payable within fourteen (14) days for media bookings from invoice date, and thirty (30) days for creative work from invoice date. In some circumstances, payment will be required at time of media booking.

Perception Advertising Limited reserves the right to cancel media bookings where payments are overdue.

Unless otherwise agreed, all invoices during the first three months for a new client are payable within fourteen (14) days from invoice date. Alternatively part payment at each milestone/stage may be agreed in the production schedule.

For invoices not settled within the agreed credit terms or for cheques returned unpaid Perception Advertising Limited reserves the right to charge interest on the overdue debt at 2% every additional 30 days to any balance past due, and an administration fee to cover its debt recovery costs and any other costs relating to the collection of payment. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

13. Archiving

All design, copy writing and other work carried out on behalf of client is retained as a Master File until such time as Perception Advertising Limited deems it appropriate to destroy such work. Where back-dated work becomes unusable due to technological advancement, but is requested for re-use, client will be liable for new payment(s) to cover any new work or re-formatting of files.

Perception Advertising Limited can take no responsibility for Master files and other work lost or destroyed.

14. Insolvency

If client cannot pay its debts as they become due or is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against it, Perception Advertising Limited without prejudice shall have the right not to proceed further with the contract or any other work for the client and be entitled to charge for work already carried out (whether completed or not) and purchases made.

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15. Data Protection

By placing an order with Perception Advertising Limited, client consents to its details being available for accounting and marketing purposes, and may be asked for references.

These Terms and variants to Terms are available on the Internet at:
www.PerceptionAdvertising.com/Terms.pdf

Revised: 18/08/08.

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Available Online: PerceptionAdvertising.com/Terms.pdf
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