

# Terms & Conditions

Octagon Creative Limited

Version 2.2 (12/04/2021)



## Service guarantee

- We are committed to providing exceptional service and to deliver on or before your deadlines.
- Your work is treated as confidential
- We are not finished until you're happy with the result
- We don't generally use them but contracts for ongoing work are available – see below

## Please note

- We will take every possible care with your work
- The client is responsible for the accuracy of final, signed-off work
- Please see limitation of liability, below

## To receive the best service, please:

- make us aware of your work in advance so we can plan ahead and allow time for the job
- provide us with a clear brief
- advise us of any budget constraints
- be available to answer questions that arise

## You remain in control of the content and look of your work. We ensure this by:

- adhering to your brand guidelines, if available
- following your instructions carefully
- checking with you before making major changes
- meeting your deadlines

## Contracts

We normally use emails as the contract between you and us, and summarise the job details and estimate of costs. However, if you would like something more comprehensive, please ask. We can provide a more detailed, formal contract that can be adapted to your needs, or you are welcome to draft one to suit your needs.

## Estimates and quotes

We provide estimates and quotes on all work when asked.

An estimate is based on the approximate amount of time we believe it will take to complete the services required. Once we've started, if we believe the price will exceed the estimate by more than 25%, we'll let you know as soon as possible. If you ask for changes to our service after we've started work, the price will change accordingly.

If you require a (fixed) quote, please send us a detailed brief to allow us to make an accurate quote. If you're still working on the document, we can give you an estimate instead. Send through the final draft when it's ready and we'll update the estimate to a quote.

## Payment policy

We invoice for work either once the job is complete or, for ongoing work, at the end of the month. We reserve the right to invoice part-way through a job if we feel this is necessary.

Please pay as soon as possible. We ask that payment be made within 30 days of invoicing.

## Privacy policy

We won't share your information with anyone else without your consent. We're also happy to sign a confidentiality, or non-disclosure agreement. Please contact us if you have any questions.

## Complaints policy

If you have any concerns, please raise them directly with us within 30 days of the final invoice date. We will address them promptly. If the issue cannot be resolved to your satisfaction, we will refund your money.

## Source files

As specified in our quote, we provide artwork in its final form (e.g. print-ready PDF; web-resolution jpeg; outlined EPS file etc). However, we do not by default (and possibly without further charge) provide clients with original artwork (for example an InDesign file, layered Photoshop file) or any working or development files, rejected concepts and designs, images or documents generated throughout the project. If you require these files at the end of your project, please state this in your brief so we can include this cost in your quote. Ownership and copyright of unused or rejected files, documents and designs will reside with us for non-exclusive future use.

## Limitation of liability

### Proofreading, copywriting and editing

We provide editing suggestions and advice in good faith and to improve the work according to our experience. We do our best to eliminate as many errors from supplied copy as possible, and strive for 100% success. However, due to the nature of this work, we cannot guarantee perfection, and we are not responsible for omissions or errors in clients' documents. Please check all work carefully before signing it off.

If you have any doubts about the content or legality of your publication (for example, issues to do with libel, slander, plagiarism, copyright infringement, due credit), we recommend that you raise this with your organisation, and contact your lawyer for legal advice. We are not responsible for the content or legality of your publication.

### Printing

Please be aware that due to a variety of factors there will often be variance in colours shown between in-house proofs, colours on screen, printer's proofs, and final printed items. These factors are determined by the source of the print or visual (each output source e.g. the agency printer, the client's printer, the image setter, the monitor etc will differ from the other), the types of inks or make-up of colours (even Pantone colours can vary significantly and often surprisingly depending on what stock or substrate they are printed on), the type of print process (short-run digital, longer-run litho printing), the substrate (paper, card, plastic etc) used, individual preferences (ambient light, personal computer settings etc) and several other reasons. As a result of this we are unable to guarantee 100% consistency and accuracy of colour on all items and may not always be able to achieve the exact result expected. In the case of printed items, the only true guide as to what is likely to be produced, is to request a 'wet-proof' on the actual intended substrate with the actual inks to be used, although this will incur additional cost. We therefore cannot accept any responsibility for colour variations as a result of these indeterminate factors.

### Web hosting

Although the standard of our hosting packages is high, we are unable to guarantee 100% up-time (as no web host would) nor accept any responsibility for any error, omission or misrepresentation in relation to the websites hosted or for any loss, damage, cost or expense (whether direct, indirect, consequential or otherwise) suffered by any user of the websites hosted. We make no warranties or representations of any kind that hosting will be uninterrupted, error-free or that the website or the server that hosts the website are free from viruses or other forms of harmful computer code. We therefore cannot accept any liability for direct, indirect or consequential damages resulting from the hosting of websites on our servers.

Thank you for taking the time to read the terms and conditions, and we look forward to working with you!