



MediaTribe

Graphic Design & Branding

Website Design

Electronic Media

Advertising

Copywriting

PR & Marketing

Magazine Publishing

TERMS AND CONDITIONS

The following Terms and Conditions apply to all products and services provided by Media Tribe.

All work carried out by Media Tribe is on the understanding that the client has agreed to Media Tribe's Terms and Conditions.

Copyright is retained by Media Tribe on all design and editorial work. This includes words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design or text is presented, only one solution is deemed to be given by Media Tribe as fulfilling the contract. All other designs remain the property of Media Tribe, unless agreed otherwise in writing. All digital and 'in progress' files remain the copyright and property of Media Tribe unless or until a release fee has been agreed and settled.

Project acceptance: Media Tribe will provide the client with a written estimate or quotation. Additional expenses may be incurred including, but not limited to, photography and art direction, picture searches, media conversion, digital image processing, or data entry services. Any expenses not listed in the written estimate or quotation will be agreed with the customer before purchase. A written estimate or quotation must be signed and dated by the customer to indicate acceptance and should be returned to Media Tribe. The client may alternatively send an official order in response to the estimate or quotation which indicates the client's acceptance of Media Tribe's Terms and Conditions. Email confirmation will also be acceptable. No work on a project will commence until either document has been received by Media Tribe.

Payment: An initial payment of 30% of the quotation is payable on order. A further 30% will become payable on acceptance of concepts. On returning final project approval to Media Tribe, confirming the job is signed off, the customer will be issued with an invoice for the final 40% which will be due for payment within 30 days. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 5% per month of the outstanding amount. Payments may be made by cheque or electronic funds transfer. Returned cheques will incur an additional fee of £100 per returned cheque. Media Tribe reserves the right to consider an account to be in default in the event of a returned cheque.

Default: An account will be considered in default if it remains unpaid after 30 days from the date of invoice, or following a returned cheque. In the event of a default Media Tribe will be entitled to remove any material produced from any and all computer systems until the amount due has been fully paid. This includes any unpaid monies due for any services provided. Please note that removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become in default agree to pay Media Tribe 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 Media Tribe for inclusion in the client's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner. Any artwork, images, or text supplied and/or designed by Media Tribe on behalf of the customer, will remain the property of Media Tribe and/or its suppliers. The customer may request in writing from Media Tribe, the necessary permission to use materials for which Media Tribe holds the copyright in forms other than for which it was originally supplied, and Media Tribe may, at its discretion, grant this. Permission must be obtained in writing before any artwork, images, text, or other data is used. By supplying images, text, or any other data to Media Tribe, the client grants Media Tribe permission to use this material freely in the pursuit of the design. Should Media Tribe, 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 customer will agree to allow Media Tribe to remove and/or replace the file. The client agrees to fully indemnify and holds Media Tribe 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.

Costs and Alterations: Standard charging by Media Tribe is based on fees of £85 per hour, or costed per project. The agreed quote for any project includes up to 3 presented design ideas and up to 2 sets of amends. Additional creative work or amendments may incur a further charge of £85 per hour and Media Tribe reserves the right to apply this charge as necessary. The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the design will be liable to additional charge. The client also agrees that Media Tribe 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 Media Tribe, 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 Media Tribe and any of its relevant sub-contractors. All design work should be registered by the client with the appropriate authorities prior to publishing and legal advice should be sought as to its use. Media Tribe will not be held responsible for damages resulting from such claims. Media Tribe is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold Media Tribe responsible for any such loss or damage. Any claim against Media Tribe shall be limited to the relevant fee(s) paid by the customer.

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www.media-tribe.com



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Data formats: Text should be supplied to Media Tribe in electronic format as standard text, CD-ROM or via email. Images must be of a quality suitable for use without any subsequent image processing, and Media Tribe cannot be responsible for any image quality which the client later deems to be unacceptable. Media Tribe will not be responsible for the quality of any images which the client wishes to be scanned from printed materials.

Design project duration: Information provided by Media Tribe relating to a project's duration should be considered by the client to be an estimate. Media Tribe cannot be held responsible for any project over-runs, whatever the cause.

Rights of access for website construction: The client agrees to allow Media Tribe 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 provide Media Tribe with all necessary access required to remove data and/or sites for failure to comply with these Terms and Conditions. The client agrees to supply Media Tribe with all necessary materials, electronic, or otherwise, required to create and complete the project within sensible time frames.

Design project completion: Media Tribe considers the design project complete upon receipt of the client's signed approval or email 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 will be treated as a separate charge.

Hosting websites: Media Tribe does not offer in-house hosting services. Media Tribe can suggest potential sub-contractors but does not guarantee their reliability or continuous service and will accept no liability for loss of service, whatever the cause. Fees due to the hosting organisation are the responsibility of the client and Media Tribe will not at any time be liable for their payment.

Domain registration: Media Tribe can register a domain name on behalf of the customer but future renewal of the domain name is the responsibility of the client.

Search engine submission: Due to the infinite number of considerations that search engines use when determining a site's ranking, Media Tribe cannot guarantee 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 Media Tribe to place a small credit on printed materials, exhibition displays, advertisements and/or a link to Media Tribe'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 Media Tribe to place websites and other designs, along with a link to the client's site on Media Tribe's website for demonstration purposes and to use any designs in its own publicity.

Rights of refusal: Media Tribe will not accept any content which is deemed to be immoral, offensive, obscene or illegal. Advertising material must conform to standards laid down by the advertising standards authorities. Media Tribe reserves the right to refuse to include submitted material without giving reason. Any content included by Media Tribe in good faith, that later is found to contravene these T&Cs will be removed. Media Tribe will not be held responsible for any such content being included.

Cancellation: Cancellation of orders may be made initially by telephone or email, followed by formal notification in writing within two working days to the company's postal address. The client will then be invoiced for all work undertaken and completed, together with any advance costs incurred. Invoices must be settled within 30 days. Any cancellation which is not formally confirmed in writing and received by Media Tribe within 14 days of cancellation will be liable for the full quoted cost of the project.

Disclaimer: Media Tribe makes no warranties of any kind, express or implied, for any products or services that it supplies. Media Tribe is not responsible for any damages resulting from products and/or services it supplies. Media Tribe is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. We take all reasonable steps to investigate the materials we recommend, however we accept no responsibility for their performance or quality or any consequential loss arising from their failure. The client agrees not to hold Media Tribe responsible for any such loss or damage. Any claim against Media Tribe Limited shall be limited to the relevant fee(s) paid by the customer. Media Tribe 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. This will also include general Printers Terms and Conditions. Media Tribe will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Confidentiality: Media Tribe will keep all confidential information of the client confidential, will not disclose it to any third party without the prior written consent of the client, and will not use it for any purpose other than that for which it was provided. Media Tribe will only disclose confidential information to those sub-contractors, agents or suppliers for whom it is necessary for legitimate business purposes. All clients agree to maintain information regarding Media Tribe's processes, tools, methodologies and any other confidential information of Media Tribe strictly confidential.

Data protection: Media Tribe will not sell, rent or exchange client information with any third party for commercial reasons. Media Tribe does not collect sensitive information about its customers except when they specifically knowingly provide it.

General: Media Tribe reserves the right to change any rates and Terms and Conditions at any time and without prior notice.

Acceptance of quotation and Terms and Conditions: The placement of an order for services offered by Media Tribe and validated by either the customer's signature on the estimate or quotation form or confirmation by email, constitutes acceptance of the estimate or quotation and agreement to comply fully with the Terms and Conditions and forms a Contract of Business between the signatory and Media Tribe.

Thank you for choosing Media Tribe

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