



brandwave

TERMS AND CONDITIONS.

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Subject to express agreement to the contrary, all orders written and verbal, are accepted on the understanding that the following terms apply to each and every business transaction. All prices exclude VAT where appropriate.

ORDERS: All orders must be confirmed in writing by email.

PAYMENT PLAN: All orders will be associated with a pre-agreed payment plan usually involving a deposit. These will be discussed before the work is accepted and will form part of the contract between both parties. Print orders will be invoiced on a short credit term of 5-10 days. In some cases, payment will be required up front for print orders.

CREDIT ACCOUNTS: Initial orders will be on a Pro-forma basis unless otherwise agreed in a specific contract. Following acceptable references, credit accounts will be opened and services will be invoiced on account, otherwise a Pro-forma invoice will be issued. Trade references should be from brand name suppliers with whom several transactions have been made within the last six months.

TERMS FOR CREDIT ACCOUNT CUSTOMERS: Invoices are payable strictly within 30 days of invoice date unless otherwise specified in a contract. Failure to settle within 30 days may result in the delay of further deliveries. Overdue accounts will be subject to a 3% charge per Month, calculated daily and due immediately.

TERMS FOR NON-CREDIT CUSTOMERS: Pro-forma invoice payment must be received as cleared funds before the goods/services are released.

RETENTION OF TITLE: Ownership of goods/services shall not pass to the customer until Brandwave Marketing Ltd has received in full all sums due to it in respect of the goods and all other sums, which become due to the company from the customer on any account.

INTELLECTUAL PROPERTY RIGHTS: The intellectual property of all design and photography always remains with Brandwave Marketing Ltd and reproduction must only take place with express permission in writing.

MISCELLANEOUS COSTS (1): All quotes for design assume the supply of all images in a finished format suitable for reproduction unless otherwise stated in the quote. If extra work is needed to bring the images to reproduction standards, and extra charge by the hour will be levied. This rate will be agreed prior to the job commencing.

MISCELLANEOUS COSTS (2): All quotes assume the supply of text in a finished format suitable for reproduction unless otherwise stated in the quote. If extra work takes place to amend the supplied text to achieve reproduction standards, an extra charge by the hour will be levied. This rate will be agreed prior to the job commencing.

TRAVEL AND SUBSISTENCE COSTS: All quotes exclude any travel, accommodation or subsistence costs while visiting the client or fulfilling any necessary work on locations.

CLAIMS: Damage must be reported in writing to the carriers and to Brandwave Marketing Ltd within 3 days of delivery signed for as "damaged, contents unexamined".

MISSING PARCEL(S): If any parcel does not arrive within 14 days of invoice date, we must be notified in writing immediately.

WARRANTY: Faulty goods will be replaced or repaired subject to our inspection. Faulty goods must first be returned for our inspection. We reserve the right to refuse badly packaged returns. Design or material changes to improve the product are not considered grounds for complaint.

DESIGN AND PHOTOGRAPHIC CREDITS: All design and photography will be accredited to Brandwave Marketing Ltd where appropriate, in the form of a small graphic within the document unless otherwise stated within the contract.

PROMOTIONAL LICENCE: Brandwave Marketing Ltd reserves the right to use all their accredited design and photographic work for promotional purposes, once this work is in the public domain; including use on the Brandwave Marketing Ltd website, brochure, PR case studies and social media sites, this is not an exhaustive list.

CANCELLATION FEES: Brandwave Marketing Ltd reserves the right to charge the cost of any hours spent on the project up until the date of cancellation and 50% of any residual outstanding cost of this quote should the quote be accepted and then terminated by the client at any stage in the project. In this event, the client will also be liable to Brandwave for any and all direct and indirect expenses incurred by Brandwave, it's officers, agents or employees and any loss of earnings or any other loss whatsoever.

DELIVERY COSTS: All prices exclude delivery and courier costs unless otherwise stated in the contract.