



TERMS AND CONDITIONS

---

2015

---



# TERMS AND CONDITIONS

2015

## Definitions:

**The Client:** The company or individual requesting the services of Mint Design.

**Mint Design:** Primary designer/site owner & employees or affiliates.

## General:

Mint Design will carry out work only where an agreement is provided either by email, telephone, mail or in personal meetings. Mint Design will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Mint Design and the client, this includes telephone and email agreements.

## Website Design:

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Mint Design cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of Mint Design until all outstanding accounts are paid in full.

Any scripts, CGI applications, PHP scripts, or software (unless specifically agreed) written by Mint Design remain the copyright of Mint Design and may only be commercially reproduced or resold with the permission of Mint Design.

Mint Design cannot take responsibility for any copyright infringements caused by materials submitted by the client. Mint Design reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to briefs provided will be carried out at the discretion of Mint Design and where no charge is made by Mint Design for such additions, Mint Design accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

Mint Design cannot guarantee to meet deadlines and quotes when the client makes alterations to the initial brief.

The client agrees to make available as soon as is reasonably possible to Mint Design all materials required to complete the site to the agreed standard and within the set deadline.

Mint Design will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Mint Design will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. E.g. Any disputes regarding content/images that have been provided to us for inclusion on the site.

Mint Design will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

Mint Design will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

Once a any work has been completed the final balance of payment is then due in accordance with Mint Design payment terms. There are no exceptions to this, i.e If the client decides they no longer want the design or website, as they have commissioned the work and in some cases, paid a deposit, they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the clients satisfaction and no refunds can be offered.

## **Database, Application and E-Commerce Development**

Mint Design cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, applications or software (unless specifically agreed) written by Mint Design remain the copyright of Mint Design and may only be commercially reproduced or resold with the permission of Mint Design.

Where applications or sites are developed on servers not recommended by Mint Design, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by Mint Design before being made generally available for use. Where “bugs”, errors or other issues are found after the site is live, Mint Design will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

### **Compatibility:**

Mint Design will endeavor to ensure that any developed/developed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed on the two latest versions of Safari, Internet Explorer, Chrome, and Firefox at the time of development. Mint Design can offer no guarantees of correct function with all browser software.

### **Website Hosting:**

No guarantees can be made as to the availability or interruption of this service. Mint Design cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Clients are not obligated to host websites with Mint Design.

Mint Design reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

### **External/Third Party Website and Email Hosting:**

Websites and email accounts can be hosted with third party providers and clients are not obligated to host with Mint Design. In this instance, Mint Design will deliver all website files to the Client upon full payment of the account and once the client has advised in writing that they are satisfied with the website, as it displays and functions on the Mint Design test server. In doing so, Mint Design waives all responsibility for the hosting of the website.

If the Client wishes to host their email account(s) with a third party hosting company, Mint Design waives all responsibility for the delivering and receiving of emails. Mint Design will test email functionality on Mint Design servers to ensure that the email system is working correctly before handing over to the Client.

## Website Search Engine Optimisation:

Mint Design's search engine optimisation is a service that is separate to website design and development.

Due to external factors, such as changes to the way search engines rank websites, Mint Design cannot offer any guarantees regarding the position that will be achieved for websites. Mint Design cannot accept liability for any change in rankings, or drop off in the position of a website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

Mint Design uses 'white hat techniques' when optimising websites and always aim to achieve improved rankings for a website within six months of undertaking the optimization process. Due to the work involved payment is required in advance and Mint Design are unable to offer a refund of any clients in relation to this type of work.

Website optimisation can provide a good SERP (search engine ranking position) but Mint Design cannot guarantee an increase in business that is attracted. The Client accepts that external factors to Mint Design, such as costs, customer service and other factors all play an important part in generating new business.

## Social Media Marketing:

Where the Client employs Mint Design to manage their social media platforms such as Facebook and Twitter, the following terms apply:

### APPROVAL OF CONTENT:

The Client will have the opportunity to approve content for 'status updates' before the content goes live. In some cases, the Client may give clearance for Mint Design to make updates without the content being approved prior to it being posted online.

### TWITTER SYNCHRONISING:

If the Client requests it, Mint Design can synchronise Facebook status updates with the Client's already established Twitter account. This is free and inclusive with Facebook Page management plans. However, complete management of Twitter accounts is not included with Facebook management plans.

### MARKETING:

Mint Design reserves the right to use any social media profiles that under Mint Design management as marketing material, including the disclosure that the profile is being managed by Mint Design.

### ACCESS TO ACCOUNTS:

The Client must give Mint Design access to their social platform accounts in order for us to manage their account.

### CANCELLING OF FACEBOOK MANAGEMENT PLANS:

The Client may cancel their plan at any time, but must give 30 days notice of the cancelling of the plan. If the Client removes access from the account without giving 30 days notice to end the contract, the Client is still liable for work done in advance by Mint Design.

### CLOSURE OF PAGES/PROFILES:

While Mint Design makes every effort to comply with Facebook guidelines, these guidelines are ever-changing and from time to time, rules may be broken. Mint Design limits all liability relating to the closure of accounts and subsequent losses the closure causes.

## **Digital Marketing:**

Where the Client employs Mint Design to manage digital marketing including marketing on the Google and Facebook platforms, the following terms apply:

The Client agrees to an advertising spend of \$100 per month. If and when that credit runs out, ads will cease to display on the ad network until the budget is renewed at the beginning of the following month. If the client wishes to increase or decrease the monthly spend, they must notify Mint Design in writing. The monthly spend will either be invoiced by Mint Design or charged direct to the Client's credit card (if the client gives access).

Mint Design can make some predictions about the potential website traffic gains the Client can expect while the digital marketing is in progress. The Client accepts that Mint Design makes no guarantees or predictions in regards to earnings and/or conversions.

The Client will have the opportunity to review advertisements before they go live. It is the Client's responsibility to ensure that no incorrect or misleading information features in the advertisements.

## **Limited Liability:**

Client shall limit liability to Mint Design, and its partners and independent contractors from and against any and all demands, claims, damages to persons or property, losses and liabilities including reasonable attorneys' fees arising out of or caused by Mint Design, its employees, agents and others acting on its behalf, actions in connection with the preparation and providing of the services.

## Non Payment of Account:

If the Client has an overdue account with Mint Design, Mint Design reserves the right to cease work until the account is paid in full.

## Social Media Marketing - Profile Setup:

Following Mint Design's establishing the client's business on social media platforms, the client is solely responsible for any data, text, software, music sound, images, photographs, graphics, video, messages, files or other materials ("Content") which is transmitted, posted, or distributed by the client through the social media channel. This includes, but is not limited to information, photos or images posted by the client or posted to the client's social media channel.

Mint Design does not own or control the content posted by clients and, does not guarantee the accuracy, integrity or quality of such content.

The client may be exposed to content posted by other users that may be offensive, indecent or objectionable. Under no circumstances will Mint Design be liable in any way for any content posted by any user or third party, including, but not limited to, liability for any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted.

Mint Design will not be held responsible for non-compliance of social media channel policies in which violations of those policies may result in closure or suspension of client accounts.

## Payment of Accounts:

### 1. PAYMENT TERMS:

Terms of payment are 7 Days from date of invoice, unless otherwise arranged in advance and confirmed in writing by Mint Design.

We reserve the right to require either security or payment in advance before any service.

### 2. INTEREST AND LEGAL EXPENSES:

If you fail to make a payment by the due date you shall be liable to pay us:

**(a)** Default interest on the amount outstanding calculated at 18% per annum, and shall accrue after as well as before judgement.

**(b)** All expenses, including collection costs from obtaining the services of a debt collection company and/or legal fees in relation to any overdue amount will be added to your account and you as the client are liable for its payment.

### 3. ACCEPTANCE:

Any instructions received by the contractor from the client for the supply of goods and or services, shall constitute acceptance of the terms & conditions contained herein.



Mint Design retains full ownership of all work including concepts and mock-ups until full payment is made.

### **Progress Payments:**

Mint Design invoices “progress payments” on the last day of the month, or when work is complete, whichever is soonest. For example, if work on a design or development project exceeds 30 days, the client will be invoiced for the work that has already been completed.

### **Privacy:**


Mint Design will not share or sell any of the client’s contact details with third party companies, without express permission.

### **Access to Design Files:**

The client will have access to designs such as logo or mascot designs in PDF, JPG or PNG files. The client may be required to pay for the delivery of design files if requested. Mint Design reserves ownership of all AI and PSD design files which can be purchased by the client.

### **Email Communication and Promotions:**

From time to time, Mint Design may email or mail the Client information relating to the company and services or promotions being offered.





## Google Street View Trusted:

While Mint Design makes every effort to ensure the client's web presence will be raised as a result of undertaking a Google Street View Trusted tour with us, the client acknowledges that Mint Design has no authority to rank images on Google Maps. Google retains sole control over the appearance and ranking of images within Google Maps and any other Google services; they reserve the right to change these at any time.

Google dictate quality guidelines within which Mint Design endeavours to operate. If any image submitted by Mint Design does not meet these quality standards and is rejected by Google for this reason, it is the responsibility of Mint Design to rectify this. If for any reason Mint Design is unable to correct the failure, all pre-paid Service Fees will be refunded. No further liability with respect to the Agreement will be accepted. However, outside of this process, Mint Design is not able to alter any of the images submitted as part of the virtual tour without incurring charges to the client.

The client acknowledges that do not have ownership over the virtual tour that is produced. Google take ownership of any tour images that are uploaded to their service, and may remove these at any time. The client acknowledges that Mint Design has no control over this process and does accept liability under these circumstances. As a result of Google's right to control imagery they receive, the client also acknowledges the possibility that Mint Design may not have the power to edit or remove a Street View Trusted listing once it has been uploaded.

Mint Design cannot guarantee the client any additional website traffic as a result of undertaking a Google Street View Trusted tour.

### TIME & DATE OF SERVICES:

Mint Design and the client will cooperate in finding a suitable time at which to provide the photographic services outlined. Mint Design will permit the rescheduling of a photoshoot except in the 48 hours leading up to the agreed time. If a client wishes to reschedule within 48 hours of the originally scheduled shoot, Mint Design reserves the right to charge a rebooking fee. This rebooking fee will vary depending on the distance the photographer has travelled to facilitate the provision of the service.

### STILL PHOTO LICENSING:

Mint Design retains ownership of all still photographs taken as part of our service. The client will receive up to ten still images as a part of this contract, although this number is negotiable prior to acceptance of the contract. The client is licensed to publish these photos on their website, social media pages, in advertising or promotional material they distribute, and within corporate publications. Third party publishers do not have the authority to reproduce these images unless permission is granted in writing by Mint Design and appropriate credit given. Google retain a nonexclusive license to use any images uploaded to their services as outlined by their Terms of Service; this includes the right to use images as examples of Google's services and to advertise their professional services. Mint Design retains the right to use these images for promotional purposes.



0508 M DESIGN (633 744)  
[WWW.MINTDESIGN.CO.NZ](http://WWW.MINTDESIGN.CO.NZ)