



RISE CREATIVE
t +64 21 1198 457
e rebekah@risecreative.co.nz
STUDIO Level 2, 63 Ponsonby Road
Ponsonby 1011, New Zealand

TERMS & CONDITIONS OF SALE

RISE CREATIVE 2017

TERMS & CONDITIONS FOR CLIENT

Rise ("Rise Creative") terms are based on loyalty and honesty. We will promise to work hard for you, communicate clearly with you and work with you to create the best design solutions for your company.

We do however have to go through the small print. By receiving these terms and conditions, and proceeding to brief and work with Rise Creative is agreeing to the terms and conditions outlined below.

ORDERING

Any order received by Rise from the Client shall constitute a binding contract and acceptance of the terms and conditions contained herein. Clients are strongly recommended to place orders in writing.

Quotations are for work according to the original specifications of the order. If through the Client's error or omission, or by the Client's request for changes after the commencement of a project, work has to be redone and alterations or additions to specifications are required, then Rise may make additional charge to the original quote.

PRICES

The contract price excludes GST.

Rise shall be entitled to claim any additional costs reasonably incurred and a margin for profit thereon as an extra to the contract price if:

- (i) additional work is requested by the Client further to the quote, including 'client changes'.
- (ii) the Client does not supply necessary or correct information

COMMENCEMENT OF WORK

In order for Rise to commence work, the client will first need to:

- Approve quote and contract provided by Rise
- Provide any imagery, files, etc required at start of project.

DELIVERY

Rise will use its best endeavors to meet any quoted or agreed delivery date for the Product. Rise however, does not warrant the delivery date if required client actions, such as delivery of images and logos, are not completed by due date.

CANCELLATIONS

If the client cancels requested work:

- The client is required to pay in full for all completed work up until date of cancellation.
- Should Client cancel requested work, they acknowledge that for all unpaid work they will have no right (express or implied) to use any response/samples or other work product, content, or media, nor any ownership interest in or to the same.

COPYRIGHT AND PATENTS

Ownership (copyright and title) of the final artwork become the property of the Client, having unlimited, indefinite, and royalty-free use of the image upon payment of all fees. Rise retains rights to display the artwork in portfolio and advertising materials.

All concepts, or other preliminary materials, which are not selected by the Client or are not included into the final delivery, remain the full property of Rise.

PROOFS

The client is responsible for proof reading and identifying any errors or omissions in deliverables, prior to final approval. Final artwork is not released to the client or third parties (e.g. Printers) until final approval is provided to Rise in writing – verbal approvals cannot be accepted.

FORCE MAJEURE

Rise will not be liable for any non-performance or breach of its obligations under the agreement if that non-performance or breach results from acts of God, civil or military disorder, industrial dispute, transportation delays, inability to obtain materials or parts from suppliers, or any other cause beyond Rise's reasonable control.

LIABILITY OF RISE

Rise is not liable under any circumstances to the Client (whether in contract, tort or under any statute or otherwise) for direct, indirect, or consequential damages which the Client may incur because of designs supplied by Rise.

BANKRUPTCY

If the Client becomes insolvent or bankrupt or enters into liquidations or has any receiver or receiver and manager appointed, then Rise may at its option and without penalty cancel any part of the contract not yet completed and recover any work not paid in full.

PAYMENT POLICY

Invoices are sent by email at the end of each month. Payment is due by the 20th of the following month.

If a debt has been referred to a debt collection agency the Client will be liable for any costs incurred in the recovery of the over-due funds.

PRIVACY

Rise and the Client both acknowledge that during business dealings they may receive certain confidential information and materials of the other party. Rise shall not disclose any of the Client's confidential information concerning the job to any third party without the prior permission of the Client.

LEGAL CONSTRUCTION

These Terms and Conditions are governed by New Zealand law.

Please contact rebekah@risecreative.co.nz with any queries

THANK YOU FOR WORKING WITH RISE CREATIVE