



## Terms & Conditions

### Rates

Design time is charged at \$100/hour +gst

Design time includes research, conception, development, production, preparing files for print, and any work carried out by Abbot Design in connection with each project.

This includes:

**Phone calls** - to and from the client and to suppliers on the clients behalf.

**Emails** - to and from the client and to suppliers on the clients behalf.

**Meetings** - with the client and with suppliers on the clients behalf. Excludes the initial meeting with the client for each new project, up to one hour. This includes existing clients.

Quoted prices include up to three changes to design work, thereafter all changes will be charged at the full rate of \$100/hour+gst, unless change is required to amend an oversight to a previous change request. This will be carried out at no charge.

### Payment

Itemised invoices will be sent out at the end of each month, including during ongoing work where the project runs into the following month, should work have taken place in that time. **Invoices are payable by the 20th of the following month.**

Invoices not paid by the 20th of the 2nd month after invoicing will be charged a late payment penalty of 2% interest of the total value, not including gst. If unpaid after 3 months a penalty of 5% will be added to this new total. If still unpaid at 4 months, debt collectors will be employed to recover the money owed. The cost of debt recovery will be added to the unpaid invoice plus the additional interest as mentioned above.

For example: an invoice of \$2000+gst invoiced on 1st of August should be paid by 20th August. If unpaid by 20th September, 2% will be added to the \$2000 = \$2040+gst. If unpaid by 20th of October 5% will be added to \$2040 = \$2142.00+gst. If still unpaid by 20th November debt collectors will be employed, with their fee being added to \$2142.00+gst

### Printing

The print management service offered by Abbot Design is dependent on using the printer as recommended by Abbot Design. The client may choose to source their own print company but Abbot Design is not liable should the client be dissatisfied with the quality of the print work.

A relationship between Abbot Design and its suppliers is essential in providing clients with consistent quality and can only be achieved by regular use, so it is highly recommended to use the supplier as provided by Abbot Design.



printing continued...

Payment for large volume print work (deemed to be a financial risk to the supplier) may be requested before print work is commenced. This will be decided on a job by job basis.

Printing includes all processes involved in re-producing an image from electronic file onto any media.

## Copyright

All work produced by Abbot Design is protected under the laws of copyright, and is owned by Abbot Design until full payment has been received. At this time ownership passes over to the client, as does the responsibility to protect their image and brand identity.

## Travel

Travel time to and from the client, or to and from a supplier, will be charged at \$80/hour+gst, from the time of leaving the Abbot Design office, until arriving back again, up to a maximum of one hour either way within Greater Auckland. Couriers will be used wherever possible. This does not apply to first time clients at the initial meeting.

## Meetings

First time clients will not be charged for travel time or meeting time, but this initial meeting should be kept to a maximum of one hour.

On contracting with Abbot Design to produce work, all meetings (and travel time) will be charged at the rate of \$80/hour+gst per project.

For each new project with existing clients, the initial meeting for that new project will be free of charge.

## Quotes /Estimates

Quotes/Estimates will be provided on request, via email in PDF format. For web design projects this will include the development costs if required. For graphic design projects this will only include the design aspect and will not include printing costs unless specifically requested.

Quotes may vary by a maximum of 10% as is allowed by law.

An estimate is based on previous experience of similar projects. It is not a quote and as such can not be relied on as the final price.



## **Couriers**

Couriers will be used whenever possible to transport documents, files or finished product to/from Abbot Design and to/from the supplier or client. The cost of the courier is free of charge but the time spent preparing the item for couriership will be charged at the usual rate.

## **Proofs**

Most projects will be emailed to the client for approval. Where printed proofs are required, these will be digitally printed. Where final printing is to use PMS colours, the printed proof is not to be used as a colour comparison. PMS colours are only to be compared with the relevant PMS swatch books.

Where printing in 4 colour process, the final result may vary from the digitally printed proof due to the difference in the two print processes. The digitally printed proof should only be relied upon to show that all elements of the design are included in the final pdf and that all content is correct.

## **Ownership**

The client has ownership of all film, plates, die blocks, embossing blocks, photographic images and any other items produced by Abbot Design and suppliers as part of each individual project, only on receipt of full payment.

A CD(s) of all relevant files is supplied at no charge on completion and payment of quoted projects. CDs of files are not supplied for individual, hourly rate projects unless specifically requested. It is preferable for individual files to be sent via email or FTP.

## **Part Completion**

Should the client rescind the contract with Abbot Design before completion of any project, they will be invoiced for all work undertaken up to that point.