

Terms and Conditions of Trade

CDQ Communication Design Limited
t/a CDQ Your Creative Director
t/a CDQ design FOR MARKETERS



Signed: _____

Company Name: _____

Name: _____

Position: _____

Company Address: _____

Date: _____

GST

All figures quoted by representatives of CDQ Communication Design Ltd (CDQ), either in writing or verbally, are exclusive of GST.

Quotations/Estimates Given in Writing

Any quotation or estimate given in writing is valid for 28 days from the date shown on that document, and is subject to CDQ's latest Terms and Conditions of Trade.

Figures given are based on current paper/material/item costs and may be subject to exchange rate and supplier price fluctuations.

Special Offers

Any special offer is subject to a minimum Quotation/Estimate value of \$500 exclusive of GST.

Acceptance of a Quotation/Estimate

Any written form of communication in which the go-ahead is given based on a current Quotation/Estimate denotes acceptance of that Quotation/Estimate and therefore CDQ's latest Terms and Conditions of Trade.

Clients' Orders

Orders and alterations to orders for goods and services will only be carried out if made in writing by the client and if acknowledged in writing by CDQ. CDQ will not be held responsible for misinterpretation of customers verbal instructions. CDQ will endeavour to make any requested late alterations to orders but this may not be possible due to circumstances beyond CDQ's control.

New Clients and those without a CDQ Credit Account

Starting Work

Work cannot be started until we receive a completed copy of CDQ's latest Terms and Conditions of Trade.

Deposits

Work cannot be started until we receive a 25% deposit as cleared funds.

Full Payment

Full payment will be required on a "Full Payment on Acceptance" basis. Once payment is cleared we will initiate delivery.

Clients who hold a CDQ Credit Account

Starting Work

Work will be started as soon as practicable.

Deposits

Not normally required, however we may ask to make a deposit in certain circumstances – please refer to the CDQ Quotation/Estimate for details.

Full Payment

Payment is due on the 20th of the month following *delivery* unless otherwise stated on the CDQ Quotation/Estimate.

Opening a CDQ Credit Account

A request to open a credit account can only be considered if we receive a completed copy of CDQ's "Credit Account Application" form – please request one if required. The opening of any credit account is subject to normal lending criteria and is at the sole discretion of CDQ.

IMPORTANT NOTE: CDQ may choose to close a CDQ Credit Account at any time and any amounts owed would become payable to CDQ immediately.

Progress Payments

If a project is started in any month and continues past the end of that month (and/or past the end of any subsequent month/s) CDQ will charge progress payment/s to cover the work carried out to date.

Credit Limit/Interest

Payment not made within 7 days of due date may, at CDQ's sole discretion, bear interest at the rate of 30% per annum computed from the due date. CDQ may cancel any order undelivered and may withhold delivery of further orders if the client's account exceeds the credit limit set by CDQ from time to time, or payment for a previous invoice is outstanding.

Delayed Payment

If payment is not received within 30 days of being due the account may be sent to a debt collection agency and the client will be liable for all collection and legal cost connected with the recovery of the debt.

Original Material Provided

To provide a very high level of service we ask that our clients provide good quality raw materials ie. good quality images, logo files and press-ready copy. If you are unsure of the quality of your raw materials CDQ can guide you, or to help create them.

Suspended Work

The suspension of any work for a period of 30 days shall entitle CDQ to payment in full for the portion of the work completed at the expiration of that 30 day period.

Non Receipt or Damage

All items should be checked on receipt for both obvious and suspected damage. Non receipt or damage must be reported by the client to both the carrier and CDQ within seven days from the date of delivery/anticipated date of delivery, or the claim may be rejected by CDQ. CDQ will process all approved claims and may forward replacements if necessary.

Returned Goods

No goods shall be returned to CDQ (for credit etc) without the prior approval of CDQ in writing.

Risk

Risk passes to the client on delivery of goods.

Ownership

All proposals, ideas, concepts, copy writing, design work, computer files, scans, artwork, special effects, dummies, film, proofs and other items conceptualised, produced or created by CDQ remain the property of, and/or copyright to, CDQ until paid for in full.

Any goods shall remain in CDQ's ownership until those goods and all goods delivered by CDQ to the client have been paid for in full. Pending payment the client shall hold the goods on CDQ's behalf as bailee for CDQ. CDQ reserves the right to enter the client's property and repossess all goods supplied at any time by CDQ to the client.

Delivery of Service

All services, advice, expertise and comments are delivered to the client in good faith. CDQ does not undertake responsibility for action or inaction on the part of CDQ due to the client's failure to provide all relevant and available information. Where specific information or instructions are not given CDQ will undertake to work within the industry norms.

Limit of Liability

CDQ shall not be liable for indirect or consequential loss or for any loss to a client arising from third party claims occasioned by errors in carrying out the work or by delay in delivery or otherwise. We do not carry Public Liability Insurance Cover or Professional Indemnity Cover.

Client Responsibility and Copyright

The client is responsible for checking and signing off all legal and copyright issues, details and information on any material and that it adheres to any laws, guidelines, and is honest, decent and ethical. The client warrants that the material supplied to CDQ is not in breach of any statutory or common law provision or copyrights and that its use will not result in any claim or action being made or taken against the CDQ. The client will indemnify CDQ against and in respect of any such claim or action and the costs (on a solicitor and client basis) of defending any such claim or action.

Warranties

No warranty, guarantee, representations, quotations made on behalf of CDQ shall be binding on CDQ unless made in writing.

Limits on Storage and Archival

CDQ reserves the right to delete computer files/dispose of material associated with the client's work after a period of 6 months. CDQ endeavours to hold archived client computer files but will not be held liable in the event of failure of the archival process or system for any reason.

Applicable Law

These Terms and Conditions of Trade shall be governed by the Law of New Zealand

IMPORTANT NOTE: These Terms and Conditions of Trade may be superseded at any time and without notice.