



TERMS & CONDITION



The following Terms and Conditions of Service apply to all products and services provided by Hibiscus Media. All work is carried out by Hibiscus Media on the understanding that the client has agreed to Hibiscus Media's terms and conditions. Copyright is retained by Hibiscus Media on all design work including words, pictures, ideas, visuals and illustrations (unless specifically released in writing) and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by Hibiscus Media as fulfilling the contract. All other designs remain the property of Hibiscus Media, unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, Hibiscus Media will provide the customer with a written estimate or quotation. A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Hibiscus Media. No work on a project will commence until either document has been received by Hibiscus Media.

Design Charges

Charges for design services to be provided by Hibiscus Media, will be set out in the written estimate or quotation that is provided to the customer.

Payment

The customer will be provided with an Approval Form and Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form to Hibiscus Media. Payments may be made by cash, cheque, or electronic funds transfer.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Hibiscus Media shall be considered entitled to remove Hibiscus Media's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries. Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Hibiscus Media reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to Hibiscus Media for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner. Any artwork, images, or text supplied and/or designed by Hibiscus Media on behalf of the customer, will remain the property of Hibiscus Media and/or its suppliers. The customer may request in writing from Hibiscus Media, the necessary permission to use materials (for which Hibiscus Media holds the copyright) in forms other than for which it was originally supplied, and Hibiscus Media may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used. By supplying images, text, or any other data to Hibiscus Media, the customer grants Hibiscus Media permission to use this material freely in the pursuit of the design. Should Hibiscus Media, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Hibiscus Media to remove and/or replace the file on the site. The customer agrees to fully indemnify and hold Hibiscus Media free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

Alterations

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

Licensing

Any design, copywriting, drawing, idea or code created for the customer by Hibiscus Media, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Hibiscus Media and any of its relevant sub-contractors. All design work - where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Hibiscus Media will not be held responsible for any and all damages resulting from such claims. Hibiscus Media is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Hibiscus Media responsible for any such loss or damage. Any claim against Hibiscus Media shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to Hibiscus Media's definition of acceptable means of supplying data to the company. Text is to be supplied to Hibiscus Media in electronic format as standard text (.txt), MS Word (.doc) via e-mail. Images which are supplied in an electronic format, are to be provided in a format as prescribed by Hibiscus Media via e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Hibiscus Media will not be held responsible for any image quality which the client later deems to be unacceptable. Hibiscus Media cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Design Project Duration

Any indication given by Hibiscus Media of a design project's duration is to be considered by the customer to be an estimation. Hibiscus Media cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Hibiscus Media for the initial payment or by date confirmed in writing by Hibiscus Media.

Rights of Access for Website Construction

The client agrees to allow Hibiscus Media all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow Hibiscus Media access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions. The customer agrees to supply Hibiscus Media with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Design Project Completion

Hibiscus Media considers the design project complete upon receipt of the customer's signed Approval form. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

Website Design Only

Once web design is complete, Hibiscus Media will provide the customer with the opportunity to review the resulting work. Hibiscus Media will make two sets of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Hibiscus Media by e-mail or fax and confirmed by post.

Hosting Websites

Hibiscus Media does not offer in-house hosting services. Hibiscus Media can only suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause.

Domain Registration

Hibiscus Media cannot guarantee the availability of any domain name. Where Hibiscus Media is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, Hibiscus Media cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

Design Credits

The customer agrees to allow Hibiscus Media to place a link to Hibiscus Media's own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow Hibiscus Media to place websites and other designs, along with a link to the client's site on Hibiscus Media's own website for demonstration purposes and to use any designs in its own publicity.

Rights of Refusal

Hibiscus Media will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. Hibiscus Media also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Hibiscus Media does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Hibiscus Media to remove the contravention without hindrance, or penalty. Hibiscus Media is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Hibiscus Media will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed. The balance of monies due must be paid within 14 days.

Disclaimer

Hibiscus Media makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Hibiscus Media will not be held responsible for any and all damages resulting from products and/or services it supplies. Hibiscus Media is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Hibiscus Media responsible for any such loss or damage. Any claim against Hibiscus Media shall be limited to the relevant fee(s) paid by the customer.

Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by Hibiscus Media and validated by the customer's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Hibiscus Media.