

TERMS AND CONDITIONS

These are copper media limited's terms and conditions, and apply to all and any agreement between us when a client buys any service or product from copper media limited.

'Client' refers to anyone who uses the services of copper media limited in business on their own behalf, or on behalf of a third party.

ABIDING BY OUR TERMS AND CONDITIONS

Once the client chooses to use copper media limited and its services the client will be deemed to be over 18, and will have read these terms and conditions and agree to be bound by them. When the client enters into an agreement with copper media limited on behalf of an organisation the client confirm that he/she have the legal right to do so.

SERVICES

Services relate to anything the client buys from copper media limited, and as detailed in the original quote, purchase order or any subsequent services agreed together.

BRIEFING

Once we have provided the client with an estimate, and the client has decided to work with copper media limited we will require written confirmation via post or email. It is the client's responsibility to ensure that copper media limited is in receipt of their instructions to carry out work or provide services. We cannot be held responsible for missed deadlines due to the client's failure to confirm instructions. Nor can we be held responsible for the inaccuracy of any factual information provided to us by the client for use in copper media's work.

ESTIMATES/QUOTATIONS

Any estimate/quote copper media limited supply will be valid for 30 days from the date of receipt, and will be based upon the client's instructions, brief and description of the work and services to be completed by copper media limited. All additional work or amendments that the client requests after the start of the commissioned work, which are not specifically referred to in the original quote and which includes any outside services copper media limited will need to source, will be regarded as additional costs and will be invoiced separately. We will make every effort to alert the client to any additional costs before they are incurred.

CANCELLATION

Once the estimate/ quote has been accepted either verbally or in writing, the client may still cancel instructions to copper media limited on the express condition that we will be indemnified against all costs and fees that we will have incurred.

FEES AND COSTS

The scale of our fees depends on the type of work undertaken, and the experience and expertise it requires. Before copper media limited starts any work we will ensure that the client approves the estimate/quote. All of our estimates/ quotes are based upon the client's instructions for a particular project, and are based on what we consider to be a reasonable time schedule for the completion of the work during office hours. These will include, where appropriate, costs for services provided by outside sources. Projects with particularly short deadlines will incur a 'fast turnaround' fee, which will be discussed with the client for approval.

SUPPLY OF SERVICES

copper media limited will always endeavour to supply the services agreed. We make no warranty against electronic virus, worms or any other defects or loss of data or information. We can not be held responsible for any loss of data caused by viral infection through email. The client must maintain a back up copy of any information it sends to copper media limited.

If we make recommendation for the use of external suppliers we can not be held responsible for their supply of services. We reserve the right to suspend the services, and substitute a nominated person or organisation to undertake the agreed work with the client's approval

INVOICING AND PAYMENT

Payment for all completed services must be paid by cheque or bank transfer within 30 days of receipt of our invoice. The client will be deemed to have received an invoice if it is:

- Emailed as a pdf attachment, with a transmission receipt retained by copper media limited
- Handed to the client personally
- Hand delivered to the client's address
- Sent via Royal mail with accompanying proof of postage

PAYMENT TERMS

If the client does not pay or has any problems with their chosen method of payment the client is still responsible for and liable for payment for any services the client buy from copper media limited. If we do not receive payment within 30 days we reserve the right to charge statutory interest for each day the payment is overdue.

If we have agreed to staged payments, such as monthly, then any late payment will result in the suspension of any outstanding work until the full outstanding payment has been received. No refunds will be made.

We reserve the right to increase prices for our services when there is an increase in costs of any services we buy in, such as printing, and that are out of our control. In any case we will inform the client as soon as we become aware of any such increase.

APPROVAL

We will take every reasonable precaution to ensure the accuracy of our work. We will provide the client with a final proof for approval, and we will not publish or send to print anything without the client's approval. This can be given by signing and dating hard copy proofs, or by email clearly indicating that the project as seen is signed off for print or publication online. The client is responsible for final sign off, and any costs incurred after approval is given by the client will be borne by the client.

COPYRIGHT AND OWNERSHIP

Illustrators and photographers commissioned by us, as well as photo libraries, retain ownership and full copyright of their work unless specifically stated on the estimate/ quote. Charges for the use of illustrations and photography are for one time only unless clearly stated otherwise in the estimate/ quote.

Clients should note that we retain the right to feature any work undertaken by copper media ltd in our marketing and promotional material without prior permission from the client.