

# TERMS AND CONDITIONS

## COCKTAIL TERMS

At Cocktail, we aim to set the standards in terms of professionalism in dealing with our clients.

In order to ensure each and every project is completed with the utmost integrity and efficiency, we have outlined a number of requirements which guarantee all jobs will run as smoothly as possible.

## INITIAL STAGE - COST ESTIMATES

- a. When requested, Cocktail Marketing will generate a cost estimate as per the brief from client.
- b. Cost estimates are valid for a period of 30 days from date of quotation.
- c. Cost estimates and proposals must be accepted in writing by signing the cost estimate and emailing a copy back to your account manager.
- d. All files and text are to be supplied in a format requested by Cocktail Marketing. Cocktail Marketing reserves the right to revise costing at any time if this condition has not been met.
- e. All cost estimates include 1 set of artwork revisions. All additional revisions will be charged at invoice stage.
- f. The following costs may be excluded from cost estimates unless specifically listed; copywriting, image sourcing, images, collation, colour prints, insurance and couriers etc. These costs are added at time of invoice.

## FINAL STAGE - INVOICE

- a. On completion of a project, client will be invoiced as agreed in the cost estimate, if there are any further alterations or additional work provided after the initial cost estimate, additional charges will be applied where applicable.
- b. Cocktail Marketing invoices artwork and print/production costs separately.
- c. Special projects, depending on their scope, may require a deposit or payment upon approval of cost estimates.
- d. When services have been discontinued or suspended due to failure by client to comply with these terms and conditions or if a project has been cancelled at clients request. Client will remain liable for all fees to date,
- e. All goods supplied by Cocktail Marketing will remain the property of Cocktail Marketing until invoices have been paid in full.

## PAYMENT

- a. Our trading terms for account clients are 7 days from date of invoice.
- b. Cocktail Marketing may require a personal guarantee from the director of the company in order to approve the credit account application.
- c. Payments can be made by cash, cheque and direct bank transfer. Cocktail Marketing does not accept credit card payments.
- d. Cocktail Marketing reserves the right to recover all costs associated with unpaid invoices including administrative and legal costs.

## PROJECT CONTENT

- a. As part of our service, we proof read all copy and check for any errors, however we strongly emphasise clients proof check all projects thoroughly as client will be responsible for the finished content of projects. Final artwork approval means client accepts full responsibility for artwork and any additional proofs or re-prints required.
- b. If client provides Cocktail Marketing with goods, materials, photographs, film, data or information to be used in any form, it warrants these do not infringe the rights of third parties and indemnifies Cocktail Marketing against any action taken against Cocktail Marketing by any such third party.

## PRIVACY

- a. All discussions between Cocktail Marketing and client are held in the strictest of confidence.
- b. Any project or artwork created by Cocktail Marketing will not be copied or reproduced for any other entity without written consent.

## INTELLECTUAL PROPERTY

- a. Cocktail Marketing agrees to grant client the right to use the artwork created upon payment of relevant invoices.
- b. Cocktail Marketing gives client exclusive rights to retain and reproduce any artwork. This does not extend to the use of concepts and/or other designs which were produced, but not selected as part of the final design.
- c. Native files are the property of Cocktail Marketing. A preparation and release fee for native files will be costed upon request.
- d. Cocktail Marketing retains the copyright and the right to use all artwork created, in advancing the profile of Cocktail Marketing.

## CANCELLATIONS AND TERMINATION

- a. Cancellations of an agreed cost estimate or proposal by client must be communicated to Cocktail Marketing in writing.
- b. Once design work has commenced, fees to date are payable. Where the project is cancelled at clients request, any costs accrued by Cocktail Marketing will be invoiced and are payable immediately.
- c. Where a project is postponed, any cost to date will be invoiced and work will be restarted and completed at clients instruction in accordance with the specification of the original quotation.
- d. Work resumed after postponement will be subject to cost revision. Work will not restart until revised costing (if any) has been agreed to in writing.
- e. Cocktail Marketing reserves the right to terminate services where (i) there are outstanding invoices, or (ii) there is a material breach of these terms and conditions.
- f. Cocktail Marketing will be entitled to cancel any agreement where client becomes insolvent, enters into voluntary arrangements with creditors, enters receivership or ceases trading for any reason. This will be done without prejudice to any other rights or remedies available to Cocktail Marketing. Amounts owing will be invoiced and are payable immediately.

## RESTRAINT

- a. You agree to neither directly or indirectly solicit the employment of an employee of Cocktail Marketing during the term or within 24 months of this agreement's termination.

## DISPUTE RESOLUTION

- a. The parties agree that if any dispute should arise under this agreement, attempts in good faith by both parties will be made to resolve the matter fairly before resorting to court procedures.

These outlines of our procedures and terms & conditions will ensure our relationship is one of mutual understanding and agreement. We look forward to working with you in achieving your sales and marketing objectives.