

## Terms and Conditions

1. Price quoted is based on the original consultation and brief prepared by the client and deliverables outlined in the quotation. If the project varies from the original brief and quotation, additional costs may be incurred. A new quotation will be presented for acceptance and approval.
2. 50% deposit is required before commencement of any project unless other terms have been agreed to.
3. All work will be 100% invoiced on completion unless otherwise agreed. Estimated date of completion will be as defined by the project schedule. If the project schedule is extended by the client a further invoice of 30% will be issued to cover work to date. Remaining 20% balance will then be issued on completion.
4. The quote includes 3 minor sets of amendments at the concept stage. Additional client amendments and/or variations to the specification once a project is in the development phase will attract additional fees and will be charged at our standard hourly rate.
5. Request for changes will need to be supplied by the client in writing via email or fax. Magik New Media will issue confirmation that the changes have been received and logged.
6. If Magik New Media are contracted to provide services for a project and the project is cancelled, Magik New Media reserves the right to demand payment for all work and expense incurred by us to date. Magik New Media does not refund for any monies paid for cancelled projects.
7. Payment of monies assumes acceptance of any quotation and commencement of any agreed project.
8. Project stalled beyond 3 months of commencement date, receipt of deposit will be considered cancelled and will be invoiced according to status.
9. Payment of accounts must be made within 7 days of receipt of invoice unless other terms have been agreed to.
10. Magik New Media reserves the right to pursue late payment.
11. Late payment will incur a surcharge of 3% monthly on each invoice issued after the due date.
12. Magik New Media may add any collection or legal fees for the recovery of any outstanding or overdue payments.
13. Magik New Media reserves at its sole discretion the right to terminate or suspend the service in the event of overdue or incomplete payment for any service. And may choose to suspend all services provided to the client until outstanding payments have been settled.
14. Magik New Media will retain full ownership over any deliverables until full payment has been settled.
15. In the event deliverables are deployed outside of the Magik New Media infrastructure, Magik New Media will retain a digital security key over services until full payment has been settled.
16. The client has the right to use the artwork produced in undertaking the services only for the purpose for which it was commissioned.
17. Any correspondence addressed to Magik New Media in form of email, fax or telephone will be responded to with 48hrs. Mail correspondence will be addressed with 7 days of initial receipt

18. Change requests and amendments actioned within 72hrs of initial receipt unless otherwise stated
19. Ownership in the artwork and associated materials shall remain the property of Magik New Media.
20. Magik New Media retains the right to use the artwork and associated materials for the purpose of design competitions, future publications on design, educational purposes, marketing materials and portfolio at our discretion.
21. The failure by Magik New Media to insist upon compliance with any provision of the terms does not constitute a waiver of that provision and Magik New Media shall be entitled to insist upon compliance with all provision of these terms at any time
22. If a person or part of a provision of these Terms and Conditions is found to be invalid or unenforceable then that provision or part of a provision shall be severed and the remaining provisions shall continue to be binding and have full force and effect on the parties.
23. No claims levied against Magik New Media in relation to loss or damage will be considered unless all amounts owing by the client to Magik New Media have been paid in full.
24. That the production schedules will be established and adhered to by the client and Magik New Media . Neither party shall incur any liability or penalty for delays due to actions or negligence of the client, state of war, riot, civil disorder, fire, labor trouble, strikes, accident, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority and acts of God or other cause beyond their control. Magik New Media shall be entitled to unilaterally extend production schedules for up to 60 days upon giving the client written notice.
25. That except by force of law, the parties acknowledge that Magik New Media gives no warranty whether express or implied for the Services and associate materials. In no event shall Magik New Media be liable for any person and/or entities consequential and/or incidental damages.
26. The client further agrees to indemnify and hold harmless Magik New Media for claims of any nature whatsoever pertaining to the Services and their associated material. This includes the loss of proofs and materials, missing projected deadlines set for the completion of the Services, loss of any information, claims relating to any intellectual property furnished by or to the client.

### **Confidentiality**

It is agreed that the directors and or employees of Magik New Media shall not at any time during the continuance of the work outlined or thereafter, except in the course of their duties divulge any of the confidential affairs of the client to anyone whatsoever without the previous consent in writing by the client.

### **Liability Regarding Work and Materials Provided**

It is agreed that all work and materials provided for the client by Magik New Media will be free and clear of all liens and encumbrances and may be lawfully used by the client without infringing upon the rights of others including and without limiting the generality of foregoing, any copyright trade secret patent.