

TERMS AND CONDITIONS

1. These terms and conditions form the basis of the agreement between you and Mynt Productions.
2. **Upon your acceptance of the quotation provided to you by Mynt Productions you agree to be bound by these terms and conditions which shall strictly apply.**
3. Mynt Productions will not commence work on your project until it has received your written acceptance of the quotation (by hand or by email) and the required deposit. This will also apply if a project is to be delivered in 'stages', in which case a deposit will be required before proceeding with each stage.
4. Social media and retainer work is payable in advance of the month ahead. Payment is strictly required by the 25th of the month, content plans will not be released unless full payment had been received.
5. Any work that falls outside of the scope of the original quote will be quoted for and a deposit will be required before any work has commenced.
6. You will be obliged to pay 50% of the quoted price as a deposit before commencement of work on your project. The remaining 50% of the quoted price shall be payable on completion of the project before delivery of the final elements within the project time line stipulated by Mynt Productions.
7. For any printing, fulfillment, mailing or third-party services Mynt Productions requires a minimum deposit of 75% of the quoted price. This figure will be at the discretion of Mynt Productions and may be higher than 75%.
8. The quoted price is an estimation of what Mynt Productions anticipates the creative, time and production requirements of the project to be, based on the initial brief, previous experience and typical processes and is dependent on your co-operation in provision of content, meeting deadlines and project approval.
9. Unless otherwise specified, quoted prices exclude the following where relevant: VAT, printing, commissioned illustration, photography or stock images, image retouching, image scanning, copywriting, postage, in-house colour print-outs and travel, web hosting, couriers and other third-party costs which may be incurred.
10. **Any anticipated delivery and completion dates provided by Mynt Productions are estimates only and subject to your co-operation in provision of information, resources (logos, images etc) and approval. Mynt Productions will do its very best to ensure that estimated completion dates are adhered to, but please be aware that any amendments requested or additional requirements may result in delays.**
11. If any project exceeds the estimated completion date or extends beyond twelve weeks from approval of the quotation (whichever occurs first), due to delay on the client side ,Mynt Productions reserves the right to invoice 25% of any outstanding balance, with the remaining 25% payable on project completion.
12. All work remains the property of Mynt Productions and will not be handed over to you until paid in full. Mynt Productions will not be obliged to deliver/handover any project if full payment has not been received. Until payment is received in full, all designs, artwork and rights to design and artwork (whether in digital or printed format) remain the intellectual property of Mynt Productions.

13. You will be allowed **one set of amendments** per project after which additional charges will become payable, although you will be quoted on any additional charges before the work is undertaken. one set of amendments is defined by :one email, listing the changes required, which does not alter the approved design or structure of the digital or graphic lay out.
14. Unless otherwise agreed to with Mynt Productions you will be required to provide all necessary information, resources, copywriting and images for your project ,Mynt Productions is able to provide a full copywriting service or copy advice, as well as illustration, images and photography at an additional cost if required.
15. Mynt Productions does not accept any liability in connection with information and/or resources provided by you or your agent and it is taken to be accurate, correct and true.
16. In the event that Mynt Productions requires a decision, approval, consent or any other communication from you in order to continue with the provision of services or any part thereof, you shall be obliged provide same in a **24 hour period**.
17. In the event that you do not provide any required information, resources, copy images, decision, approval, consent or any other communication within a 24 hour time period. Mynt Productions reserves the right to bill for the time delay.
18. If any consent, licenses or other permissions are required from any third parties it shall be your responsibility to obtain same in advance of the provision of the services (or the relevant part thereof) Should you wish Mynt Productions to laise with third parties on your behalf you will be quoted on the administrative cost thereof, and the cost will be prepaid.
19. Mynt Productions will not at any time or in any manner, either directly or indirectly, use for personal benefit or divulge, disclose or communicate in any manner any information that is proprietary to you. We will act reasonably to protect such information and treat it as strictly confidential.
20. Mynt Productions will never knowingly infringe any copyright or trademark and will deliver, to the best of our knowledge, creative solutions that are original and unique. Unless otherwise agreed in writing, it is your responsibility to ensure that no copyright or trademark has been infringed and to make their own application for copyright or trademark with the CIPC if required.
21. If requested, Mynt Productions will (at its discretion) provide you with end-artwork in its final form (e.g. print-ready PDF; DVD master; outlined EPS file etc) however Mynt Productions does not by default (and possibly without further charge) provide clients with original artwork or HTML code (for example an InDesign file, layered Photoshop file or HTML source file) or any working or development files, rejected concepts and designs, images or documents generated throughout the project. Ownership and copyright of all unused or rejected files, documents and designs will reside with Mynt Productions for non-exclusive future use.
22. You hereby agree to indemnify Mynt Productions and keep it indemnified and hold it harmless from and against any claims, actions, proceedings, losses, liabilities, damages, costs, or expenses which may be suffered or incurred in relation to work or services provided and all expenses which may be incurred defending or settling such claim or liability. Mynt Productions shall not be liable for any loss that may occur before, during or after the development of projects undertaken. Mynt Productions will not be held responsible for any delays, errors or losses arising from any third party.
23. You agree to alert Mynt Productions in writing to any defects or problems in relation to work and services provided, within 30 days of the final invoice date. Mynt Productions will not be liable for any claims made or variations requested after this period.

24. Mynt Productions offers a web hosting service to host the websites we have built for our clients. Using our services for web hosting is recommended in order to ensure ongoing quality of service and is a mandatory requirement for websites incorporating a content management system (CMS) or e-commerce system. Although the standards of our hosting packages are high, the agency is unable to guarantee 100% up-time (as no web host would) nor accept any responsibility for any error, omission or misrepresentation in relation to the websites hosted or for any loss, damage, cost or expense (whether direct, indirect, consequential or otherwise) suffered by any user of the websites hosted. Mynt Productions makes no warranties or representations of any kind that hosting will be uninterrupted, error-free or that the website or the server that hosts the website are free from viruses or other forms of harmful computer code. In no event shall Mynt Productions, its employees or agents be liable for any direct, indirect or consequential damages resulting from the hosting of websites on our servers. Mynt Productions reserves the right to suspend its web hosting service to you should you be in default of payment.
25. Mynt Productions shall be entitled to assign or subcontract any of its rights or obligations under the agreement and you acknowledge that certain elements of the services may be provided by third parties.
26. Mynt Productions reserves the right to change these terms and conditions unilaterally. Changes shall also apply in respect of agreements that have already been entered into. You shall be informed of any changes in writing and such changes shall come into effect thirty (30) days after notification, unless a different date is given in the notification.