

Terms & Conditions

This document is to be viewed by all involved parties as a binding and insoluble contract in agreement to the terms stated below:

Office Hours

NU Creative office hours are 9am – 6pm, Monday to Friday. Telephone calls received out of hours will be diverted to our answering machine and dealt with the next working day.

Where projects involve working 'out of hours' some overtime charges may be applicable (please see 'extended charges').

In these instances relevant staff members will always be contactable.

Contact Details

There are three main ways to contact us:

Telephone: 020 8857 4556

Email: contact@sauceuk.com

or by post:

NU Creative Ltd
17 Ardmere Rd
London
SE13 6EL

Materials

You agree to provide us with the specific copy, images and information we require in order to create your product, or to advise us as to where we can locate such materials. We accept no responsibility for your product not being completed on time if we are unable to secure necessary and/or suitable information and/or materials from you. If you cannot supply the information you wish to feature in your product, we will do what we can to obtain it, but we accept no responsibility for errors, omissions or discrepancies which may be present on the final product, as these may arise through our lack of specialist knowledge relating to the content of your product.

The time taken to compile the data, as well as any time required to correct errors, omissions or discrepancies which have arisen through your not providing us with adequate materials, will be charged to you at our standard rate.

Where you supply or specify materials, we will take every care to secure the best results in the finished product, but we accept no responsibility for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

Proofs

If we have provided you with a proof, sign-off will always be requested verbally, by email or if necessary in writing. This contract confirms that you agree to the design and contents of the product as depicted on the proof. By signing off this proof, you absolve NU Creative Ltd of all liability for any errors, omissions or discrepancies which may be present on the proof. Once you have signed off the proof supplied, in most cases we will not be able to make any further changes to the final product, nor are you able to hold NU Creative Ltd responsible for anything you are unhappy with.

This contract revokes your right to take any kind of action against NU Creative Ltd for any aspect of the work with which you are later dissatisfied. Signing off a proof means that, as long as the finished product is consistent with the proof supplied, you must pay in full for the work. This fact applies whether or not you later take issue with any aspect of the product. These terms are final and non-negotiable. A proof also acts as your final opportunity to make changes to the content.

Making Changes

If a change is requested, we will do everything we can to make the correction, but we cannot guarantee this after the proof stage. We accept no responsibility, under any circumstances, for any mistakes present on the completed work, as the signing-off of a proof absolves us of all liability (see "Proofs" above). Once the proof is signed off or agreed, whether verbally or via email, we incur a film / plate(s) charge and this is passed on to you as part of the total charge (see "Price Breakdown"). Any changes made after a proof is signed off will result in a further film / plate(s) charge.

Payment Terms

All customers agree to adhere to the terms stated on the invoice. These terms are based on a net 30 day payment basis from the date of invoice. By accepting our terms and conditions you agree to make full payment within 30 days from the date of invoice.

Standard Charges

All requests for work will be quoted for at our hourly rate of £50 per hour. If you want to introduce new material in the form of extra pages, additional copy, or more information than is already submitted this will be charged at our standard rate.

Extended Charges

Any work agreed to be undertaken outside of normal working hours may be considered as 'overtime'. In such instances NU Creative Ltd shall be entitled to charge an additional 100% on top of the standard hourly rate, creating an 'out of hours' or 'over-night' rate of £100 an hour.

Web design Exceptions

We accept that certain details regarding your business, such as telephone numbers and email addresses, sometimes change, and that the details placed in a proof are liable to change. To this end we will amend smaller details such as these as part of our construction package. This policy applies throughout your contract with NU Creative Ltd: if a minor detail needs to be amended, we are more than happy to do so, free of charge. Larger changes, such as the creation of a new page or introduction of a new feature on your site, or the sourcing / changing of images are not covered by this policy and must be paid for.

General

Email

NU Creative Ltd takes no responsibility for the content of emails including attachments and viruses.

Copyright

Unless negotiated and agreed in writing, the copyrights of general artwork, commissioned artwork, illustrations, website design, programming and copy belong to NU Creative Ltd. If you supply us with material, it is your responsibility to obtain all necessary copyrights for its use, and we assume that you possess these. In such cases, the copyright belongs to you. By signing this agreement, you agree to indemnify NU Creative Ltd from any claim which arises regarding the use of material with which you supply us. We reserve the right to use any artwork or printing we produce for the purposes of promoting our services unless you request otherwise in writing.

Quotes

All quotes for work are valid for thirty (30) days, after which time all proposed work will have to be re-quoted. We take no responsibility for a re-quoted price differing from an original quote.

Illegal Matter

NU Creative Ltd reserves the right not to print any matter deemed illegal, libellous or offensive, or which may be an infringement of the proprietary or other rights of any third party. This agreement indemnifies us in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

Consequential Loss

NU Creative Ltd accept no liability whatsoever for consequential or third party losses, resulting in a delay in delivery howsoever caused.

Liability

NU Creative Ltd shall not be liable for any loss to the customer arising from delay in transit caused by circumstances beyond our control.

Price Breakdown

The invoice we send you will be itemised, showing the cost of the design and research process, as well as the production itself. Supplying us with suitable material will, therefore, reduce the time spent on design and, thereby, the final charge. VAT is charged at the current Customs & Excise rates and according to current regulations, irrespective of whether or not it is included in a price quotation.

Cancellation

Jobs put on hold or cancelled by the client during production will be invoiced at current stage and materials. This invoice must be paid in full together with any VAT that falls due accordingly.

Insolvency

Any customer ceasing to pay their debts in the ordinary course of business or proving unable to pay their debts as they become due or, being, a company, is deemed to be unable to pay its debts, or has a winding-up petition issued against it or, being a person, commits an act of bankruptcy or has a bankruptcy petition issued against it, NU Creative Ltd, without prejudice to other remedies, shall;

(1) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to it, and;
(2) in respect of all unpaid debts due from the customer, have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as we think fit and to apply the proceeds towards such debts.

Data Protection

NU Creative Ltd agrees to keep all information of its clients confidential. All information will be treated as confidential in accordance with the Data Protection Act.

Force Majeure

NU Creative Ltd shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.