

GIANTMOUSE

TERMS AND CONDITIONS



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GIANT MOUSE TERMS AND CONDITIONS

The following Terms and Conditions of Service apply to all products and services provided by GIANT MOUSE.

All work is carried out by GIANT MOUSE on the understanding that the client has agreed to GIANT MOUSE's terms and conditions.

ACCEPTANCE OF QUOTATION AND TERMS AND CONDITIONS

The placement of an order for design and/or any other services offered by GIANT MOUSE and validated by the customer's signature or a REPLY EMAIL from the customer on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and GIANT MOUSE.

Copyright is retained by GIANT MOUSE on all design work including all proof contents, words, pictures, ideas, visuals and illustrations (unless specifically released in writing) and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by GIANT MOUSE as fulfilling the contract. All other designs remain the property of GIANT MOUSE, unless agreed in writing that this arrangement has been changed.

PROJECT ACCEPTANCE

At the time of proposal, GIANT MOUSE will provide the customer with an estimate or quotation. A copy of the estimate or quotation is to be EMAILED by the customer to indicate acceptance and should be returned to GIANT MOUSE. No work on a project will commence until confirmation has been received by GIANT MOUSE.

DESIGN CHARGES

Charges for design services to be provided by GIANT MOUSE will be set out in the quotation that is provided to the customer. At the time of the customer's acceptance of this quotation and Terms & Conditions by email or post, a non-refundable deposit of 30% of the quoted fee will become immediately due. Work on the project will not commence, unless otherwise agreed, until GIANT MOUSE has received this amount.

Once work has commenced, at any stage thereafter, the amount quoted is due in full.

CHARGES FOR OTHER SERVICES

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

PAYMENT

Payments may be made as agreed at time of confirmation.

Publication and/or release of work done by GIANT MOUSE on behalf of the client, may not take place before cleared funds have been received.

DEFAULT

An account shall be considered default if it remains unpaid for 90 days from the date of invoice, or following a returned cheque. GIANT MOUSE shall be considered entitled to remove GIANT MOUSE and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries. Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay GIANT MOUSE reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

COPYRIGHTS AND TRADEMARKS

By supplying text, images and other data to GIANT MOUSE for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by GIANT MOUSE on behalf of the customer, will remain the property of GIANT MOUSE and/or its suppliers. The customer may request in writing from GIANT MOUSE, the necessary permission to use materials (for which GIANT MOUSE holds the copyright) in forms other than for which it was originally supplied, and GIANT MOUSE may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used. By supplying images, text, or any other data to GIANT MOUSE, the customer grants GIANT MOUSE permission to use this material freely in the pursuit of the design. Should GIANT MOUSE, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow GIANT MOUSE to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold GIANT MOUSE free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permission.

CHANGES

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

The customer also agrees that GIANT MOUSE holds no responsibility for any amendments made by any third party, before or after a design is published.

LICENSING

Any design, copywriting, drawing, idea or code created for the customer by GIANT MOUSE, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of GIANT MOUSE and any of its relevant sub-contractors.

All design work where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. GIANT MOUSE will not be held responsible for any and all damages resulting from such claims. GIANT MOUSE is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold GIANT MOUSE responsible for any such loss or damage. Any claim against GIANT MOUSE shall be limited to the relevant fee(s) paid by the customer.

DATA FORMATS

The client agrees to GIANT MOUSE definition of acceptable means of supplying data to the company.

Text is to be supplied to GIANT MOUSE in electronic format as standard text (.txt), pdf, jpeg, MS Word on CD-ROM, or via e-mail. Images which are supplied in an electronic format are to be provided in a format as prescribed by GIANT MOUSE via e-mail.

Images must be of a quality suitable for use without any subsequent image processing, and GIANT MOUSE will not be held responsible for any image quality which the client later deems to be unacceptable. GIANT MOUSE cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

DESIGN PROJECT DURATION

Any indication given by GIANT MOUSE of a design project's duration is to be considered by the customer to be an estimation. GIANT MOUSE cannot be held responsible for any project over-runs, whatever the cause.

Estimated project duration should be deemed to be from the date that cleared funds are received by GIANT MOUSE for the initial payment or by date confirmed in writing by GIANT MOUSE.

RIGHTS OF ACCESS FOR WEBSITE CONSTRUCTION

The client agrees to allow GIANT MOUSE all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow GIANT MOUSE access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply GIANT MOUSE with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

DESIGN PROJECT COMPLETION

GIANT MOUSE considers the design project complete upon receipt of the customer's signed Approval form. Other services such as printing, display panel production, film work, website uploading, publishing etc either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

WEBSITE DESIGN ONLY

Once web design is complete, GIANT MOUSE will provide the customer with the opportunity to review the resulting work. GIANT MOUSE will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to GIANT MOUSE by e-mail or fax.

GIANT MOUSE will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

RIGHTS OF REFUSAL

GIANT MOUSE will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. GIANT MOUSE also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that GIANT MOUSE does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow GIANT MOUSE to remove the contravention without hindrance, or penalty. GIANT MOUSE is to be held in no way responsible for any such data being included.

CANCELLATION

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, GIANT MOUSE will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by GIANT MOUSE within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

DISCLAIMER

GIANT MOUSE makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. GIANT MOUSE will not be held responsible for any and all damages resulting from products and/or services it supplies. GIANT MOUSE is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold GIANT MOUSE responsible for any such loss or damage. Any claim against GIANT MOUSE shall be limited to the relevant fee(s) paid by the customer.

GIANT MOUSE reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. GIANT MOUSE will not knowingly perform any actions to contravene these and the client also agrees to be so bound. GIANT MOUSE and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. GIANT MOUSE recommends that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

GIANT MOUSE reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

GIANT MOUSE MARKETING & DESIGN
THEGIANTMOUSE.COM
T/A GIANT MOUSE
REGISTERED IN IRELAND. No. 518683
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