

Terms & Conditions

The following Terms and Conditions of Service apply to all products and services provided by Mango Ink Creative.

Initial Terms

- (1) All work is carried out by Mango Ink Creative on the understanding that the client has agreed to Mango Ink Creative's terms and conditions.
- (2) Copyright is retained by Mango Ink Creative on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing or after all costs have been settled.
- (3) Mango Ink Creative reserves the right to use all materials produced for clients for promotion of their business unless advised in writing by the client that this is forbidden.
- (4) If a choice of design is presented, only one solution is deemed to be given by Mango Ink Creative as fulfilling the contract. All of the designs (included all concepts and proofs) remain the property of Mango Ink Creative, unless agreed in writing that this arrangement has been changed.

Project Acceptance

- (5) At the time of proposal, Mango Ink Creative will provide the customer with a written estimate or quotation. A formal acceptance of the estimate or quotation must be returned to Mango Ink Creative in writing or via email before work on the project will commence. Acceptance of the estimate or quotation will bind the client to the Mango Ink Creative terms and conditions. No work will commence until formal acceptance is received by Mango Ink Creative.

Design Charges

- (6) Charges for design services to be provided by Mango Ink Creative will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's acceptance of this estimate or quotation which also indicates acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until Mango Ink Creative has received this amount.

Payment

- (7) Terms are strictly 30 days net unless specified differently on the estimate or quotation. The customer will be provided with an Invoice upon completion of the project. At this time the remainder of the amount due will become payable to Mango Ink Creative. Accounts which remain outstanding after the due date of invoice, will incur an extra charge of 2% interest (non-compounded) per day until the outstanding amount has been cleared.
- (8) Payments may be made by cash, cheque, bank transfer or for overseas customers Pound Sterling International Money Order.
- (9) Returned cheques will incur an additional fee of £50 per returned cheque. Mango Ink Creative reserves the right to consider an account to be in default in the event of a returned cheque.
- (10) Any cessation of work for a period of 4 weeks or more will result in the time already spent becoming chargeable.

Default

- (11) An account shall be considered default if it remains unpaid after the due date of invoice, or following a returned cheque. The default due date is 30 days after the date of invoice or alternatively the specific terms that were specified on the estimate or quotation and the subsequent invoice. Mango Ink Creative shall be considered entitled to remove Mango Ink Creative material from any computer systems until the amount due has been fully paid. This includes any unpaid monies due for services including (but not limited to): hosting, domain registration, search engine submission, design, maintenance, sub-contractors, printers and photographers.
- (12) Removal of such materials does not relieve the customer of their obligation to pay the due amount. Customers whose accounts become default agree to pay Mango Ink Creative reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

- (13) By supplying text, images and other data to Mango Ink Creative 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.
- (14) Any artwork, images, or text supplied and/or designed by Mango Ink Creative on behalf of the customer, will remain the property of Mango Ink Creative and/or its suppliers and any use of the artwork, images or text when the account is in default is expressly forbidden and will be considered in breach of copyright.
- (15) The customer may request in writing from Mango Ink Creative, the necessary permission to use materials (for which Mango Ink Creative holds the copyright) in forms other than for which it was originally supplied, and Mango Ink Creative 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.
- (16) By supplying images, text, or any other data to Mango Ink Creative, the customer grants Mango Ink Creative permission to use this material freely in the pursuit of the design.
- (17) Should Mango Ink Creative, 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 Mango Ink Creative to remove and/or replace the file on the site.
- (18) The customer agrees to fully indemnify and hold Mango Ink Creative 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 permissions.

Alterations

- (19) 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.
- (20) The customer agrees that Mango Ink Creative holds no responsibility for any amendments made by any third party, before or after a design is published.