Legal

This page contains legal documents between you and Custom Assist (“we”, “us”, “our”).

In order to use and access our service you need to agree to our terms and conditions which you will find on this page. In some cases our Service may be purchased via one of our partners but your use and access to the service will always be subject to our terms and conditions.

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TERMS AND CONDITIONS

These are the terms and conditions on which Custom Assist will carry out work for you. They will apply each time that you ask us to do work for you, or carry out a Project. They set out our professional services and what you can expect from us. Please read them carefully.

1. Engagement

You may engage us to carry out a Project for you by:

(a) Signing and returning a Purchase Order to us;

(b) Accepting a Quote in writing; or

(c) Giving us written, emailed or verbal authorisation to commence a Project.Unless we notify you otherwise, we will accept that engagement subject to these terms and conditions. The Project will commence when we accept the engagement.

2. Quotes and Estimates

If we provide, or have provided, you with a Quote for the Project, then that Quote:

(a) Is based on the Specifications, and is subject to change if the parties agree to amend the Specifications;

(b) Does not include Goods & Services Tax (G.S.T); and

(c) Is valid for a period of 30 days from the date we issue the Quote.

3. Content and Materials Supplied by You

(a) You must supply to us all content & images you want us to use in the Project, and all other content and materials we reasonably request (Client Content). You must supply all Client Content at or before the commencement of the Project.

(b) You must supply all Client Content in the following digital formats:

Text/Tables/Copy: Microsoft Word or Microsoft Excel (in correct order);

Images: High resolution (300dpi TIFF, JPEG, PNG or PDF files);

Logos: Vector format (Illustrator EPS/AI)

Diagrams/Maps: Vector format (Illustrator EPS/AI). We may charge Additional Costs if the Client Content is not provided in the appropriate format set out in this clause.

(c) You warrant that the materials or content you provide to us, or that are provided to us on your behalf, will not:

i) Breach any rights (including Intellectual Property Rights or Moral Rights) of any third party; or

ii) Compromise the security or operation of our computer systems, through a virus or otherwise.

(d) You indemnify, and agree to keep Custom Assist, its directors, officers and employees indemnified, against all Loss arising out of the breach of any rights (including Intellectual Property Rights and Moral Rights) of any third party in connection with materials or content that you supply to us, or that are supplied to us on your behalf.

4. Purchase of Content

(a) The Fees do not include any searches or purchases of photo images, audio or video.

(b) You can purchase content directly, or we can purchase photo images, audio or video on your behalf. We may charge Additional Costs in respect of such purchases. We will attempt to advise you of the expected Additional Costs before purchasing the photo images, audio or video.

5. Scheduling and Production

(a) If we consider it to be necessary, we will develop production schedules for the Project in consultation with you. We will use reasonable commercial endeavours to carry out the Project in accordance with those production schedules.

(b) If you delay in providing Client Content or in providing feedback we request, then this may result in:

i) The delivery deadline changing; or

ii) If the delivery deadline cannot be moved, extra costs being incurred, including necessary overtime costs. We will charge these extra costs as Additional Costs.

6. Corrections and Alterations

(a) The Fees include provision for two sets of alterations by you to the artwork drafts we provide, which will result in us supplying two complete artwork drafts back to you accordingly.

(b) If you request further alterations, or the addition of new information after the second draft, resulting in any further drafts being supplied, the additional work will be charged as Additional Costs at our then current Professional Rates.

(c) The alterations referred to in paragraph (a) do not include a change to the Specifications. If there are any changes to the Specifications after the Project has commenced, the additional work will be charged as Additional Costs at our then current Professional Rates.

(d) Where possible, we will attempt to provide you with an estimate of Additional Costs prior to undertaking the additional work. However in some cases due to deadline constraints, this will not be possible and we may proceed with the work without providing an estimate.

7. Sign-off

(a) When we provide you with complete artwork drafts, and you do not request any further alterations, then you must notify us in writing that you accept the completed work.

(b) You will be deemed to have accepted the completed work if we do not receive from you, within [28] days after providing you with a completed artwork draft, either notice in writing of acceptance or requests for further amendments.

(c) Your acceptance of the artwork in accordance with paragraph (a) or (b) means that the Project is complete, and no further amendments are necessary.

8. Archiving / Retrieval

(a) We will endeavour to store or archive all electronic files. However, we provide no guarantee that any stored or archived file scan be retrieved in the future.

9. Professional Liability

(a) If you are not a Consumer:

i) Our liability to you for any Loss, however caused (including by our negligence), suffered or incurred by you in connection with this agreement, whether or not you were aware of the possibility of such Loss to you when this agreement was entered into, is limited to the amount of Fees received by us from you under this agreement;

ii) The maximum amount you may claim from us for Loss suffered or incurred by you in connection with this agreement is limited to the aggregate amount of Fees which you have paid us at any time, less any amounts already paid out or due to be paid out by us to you for any reason; and

iii) We are not liable for any Indirect or consequential loss, or any loss of revenue, loss of profit, loss of business opportunity, or

iv) Payment of liquidated sums, penalties or damages under any agreement sustained by you or any other Person arising from or in connection with the Project or this agreement;

v) Loss you suffer or incur by in connection with this agreement that is caused by (or to the extent contributed to by) the acts or omissions of a third party; or

vi) Loss you suffer or incur due to factors outside our reasonable control.

(b) If you are a Consumer, our liability to you for failure to apply with any applicable Consumer Guarantee is limited to (at our election):

In relation to goods:

i) Replacing the goods or supplying equivalent goods (or paying the cost of either); or

ii) Repairing the goods, or paying the cost of having the goods repaired;

In relation to services:

i) Resupplying the services to you; or

ii) Paying the cost of having the services re-supplied.

(c) If you are a Consumer, our liability to you for all Loss, however caused (including by our negligence), suffered or incurred by you in connection with this agreement, other than a failure by us to comply with any applicable Consumer Guarantee, is limited as set out in paragraph (a) above.

(d) Paragraphs (b) and (c) do not apply:

i) In relation to a Title Guarantee;

ii) To the extent that it is not Fair or Reasonable for us to rely on them; or

iii) In relation to Consumer Goods or Consumer Services we supply to you.

(e) Any condition or warranty which would be implied by law as a term of this agreement is excluded.

10. Intellectual Property and supply of Raw / Editable files

(a) All Artwork, and all other designs, artwork and materials used in the design and production of goods or works in the course of the Project, remain our property. All Intellectual Property Rights in them and any other Intellectual Property Rights created in the course of the Project vest in, or will upon their creation vest in, Custom Assist.

(b) We grant you a non-transferable, non-exclusive licence to use and reproduce the Artwork, subject to the restrictions set out in paragraph (c).

(c) You must not, without our prior written permission:

Modify or vary the Artwork in any way;

i) Adapt, create derivative works from or merge the Artwork;

ii) Use the Artwork for any purpose other than the specific purpose or campaign for which we have provided it;

iii) Reverse engineer, disassemble or decompile the Artwork;

iv) Distribute, lend, resell, transfer, assign or sub licence the Artwork, or allow any other person to use it; and

v) Remove or attempt to remove any proprietary or copyright notices or any labels on the Artwork.

(d) If you want to modify or adapt the Artwork, or use it for purposes other than the original purpose for which we provided it, then you must purchase from us the raw / editable files for the Artwork. The supply of raw / editable files is at our discretion. If you request, and we agree to supply raw / editable files, you must pay Additional Costs to us for those raw / editable files as we advise. These Additional Costs may be based upon a percentage of the original Quote or a retrieval and release fee.

(e) Type fonts remain the property of Custom Assist or its licensors at all times and are governed under licensing restrictions and rules.

(f) We do not warrant that your use of the designs, materials or content produced by us for you in the course of the Project will not infringe any third party’s Intellectual Property Rights or any person’s Moral Rights, but we will advise you if we become aware of any infringement.

11. Confidentiality

(a) Each party agrees to keep confidential, and not to use or disclose except as permitted by these terms and conditions, any Confidential Information of the other party. The parties agree not to disclose these terms and conditions (including any schedules), or any details of a Purchase Order or Quote. This obligation of confidence extends to Confidential Information obtained by a party before entering into this agreement.

(b) The obligation of confidence in paragraph (a) does not apply to Confidential Information to the extent that is required to be disclosed by law or the rules of any stock exchange on which the recipient’s securities are listed, provided that the recipient discloses the minimum amount of Confidential Information required to satisfy the Law or rules.

(c) The Party required to disclose the other Party’s Confidential Information as set out in paragraph (b) must:

i) Provide a reasonable amount of notice to the other Party of the proposed disclosure;

ii) Consult with the other Party as to the form of the disclosure; and

iii) Take all reasonable steps to maintain such Confidential Information in confidence.

(d) Each party must take all steps and do all such things as may be necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other party.

12. Calculation of Fees

(a) If the Fees are not specified (in a Purchase Order, Quote or otherwise) at the commencement of the Project, then we will charge you at the Professional Rates for all work that we carry out for you in the course of the Project.

(b) The Professional Rates may change from time to time. The new Professional Rates will apply from the date that we notify them to you.

(c) Travel time is not included in our quotations as Custom Assist’s office is our preferred location as it is appropriately set up for meetings and presentations. If you would prefer meetings at your office or any other location a standard 1 hour travel fee will apply at our hourly rate.

(d) Our standard quotation allows for 2 meetings (i) pre project commencement design brief and discussion and (ii) presentation of initial design concepts. Additional meetings outside of this scope will be charged at the hourly rate of those attending.

13. Payment and Invoicing

(a) You must pay the Fees and Additional Costs to us within 14 days after the date on which we issue you an invoice for those Fees and Additional Costs in accordance with this clause 14.

(b) If the Fees exceed $1,000 + GST, we may issue invoices for:

i) 40% of Fees on delivery of Design Concepts to you;

ii) 60% of Fees upon delivery of Artwork Draft 2 to you; and

iii) All Additional Costs upon completion / delivery of job to you, and we reserve the right to issue a “Work in Progress ”invoice at the end of each calendar month for the Fees and Approved Expenses incurred up to the date of the invoice if the Project has been active for over 30 days and has stalled, been placed on hold or delayed by you.

(c) For totals greater than $500; Payment terms are 50% on acceptance of the quote, 40% after half the work is completed and final 10% upon completion.

Please read our <a href = "../payment" > Payment & Refund Policies <a/> for all details.

14. Goods & Services Tax (G.S.T)

(a) Unless we expressly state otherwise, the Fees and Additional Costs do not include GST.

(b) If at any time we decide that GST is payable on supplies made by us, or if the Ugandan Taxation Office assesses GST on any such supplies, then the necessary amount will be added to, and form part of, the Fees or Additional Charges (as the case may be) at the GST rate prevailing at the relevant time.

(c) We reserve the right to recover from you at any time such an amount on account of GST on supplies made by us to you under this agreement.

15. Duration of agreement and its termination

(a) Upon execution by both parties this agreement will take effect: immediately and remain in effect until the purpose of the Project has been achieved, unless it is terminated earlier under this clause.

(b) A party may terminate this agreement by notice in writing to the other party if:

i) The other party commits a material breach of this agreement that is capable of remedy (including failure to pay any amount due under this agreement) and fails to remedy that breach within [14] days after receiving notice from the other Party to do so;

ii) The other party commits a material breach of this agreement that is not capable of remedy (including a breach of clause 10 or clause 11); or

iii) The other Party becomes Insolvent.

(c) We may terminate this agreement if:

i) You do not provide any information or materials requested within a reasonable time after being asked to do so; or

ii) We consider that mutual confidence and trust no longer exist.

(d) Upon termination of this agreement under paragraph (b) or (c):

i) Our obligation to carry out the Project ceases;

ii) Each party’s rights and obligations accrued prior to termination are not affected;

iii) The licence granted in clause 10(b) ceases; and

iv) Each party must immediately return to the other party (or destroy or delete as the other party directs) all Confidential Information of the other party in its possession or control, except to the extent that the party needs to keep such information to comply with its record keeping obligations; and

v) Except as provided in this paragraph (d), clauses 3(c), 3(d), 9, 10, 11, 16 and 17 will continue.

16. General

(a) Any notice given under this agreement must be in writing, addressed to the other party’s contact persons as notified by the other party.

(b) This agreement does not create a relationship of employment, agency or partnership between the parties.

(c) We may subcontract our obligations under this agreement.

(d) The failure of a party at any time to insist on performance by the other party of an obligation under this agreement is not a waiver of any of its rights.

(e) If part or all of any of the provisions of this agreement is illegal or unenforceable, it will be severed from this agreement, and will not affect the continued operation of the remaining provisions.

(f) We may change this agreement from time to time, by notifying you of the changed terms and conditions. The new terms will apply to any Project that commences after the date that we notify you of the changed terms and conditions. Your engagement of our services after that date signifies your acceptance of the amended agreement.

17. Interpretation

In this agreement:

(a) A reference to “this agreement ” means these terms and conditions (including any schedule) together with a Purchase Order or Quote (if any);

(b) Headings and bold type are for convenience only and do not affect the interpretation of these terms;

(c) The singular includes the plural and the plural includes the singular;

(d) Words of any gender include all genders;

(e) Other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning, unless the context clearly requires otherwise;

(f) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;

(g) A reference to any legislation includes all delegated legislation made under it, and amendments, consolidations, replacements or re-enactments of any of them;

(h) A reference to a party to a document includes that party’s successors and permitted assignees;

(i) A promise on the part of 2 or more persons binds them jointly and severally;

(j) No provision of this agreement will be construed adversely to a party because that party was responsible for the preparation of this agreement or that provision; and

(k) Specifying anything in this agreement after the words “include ” or “for example ” or similar expressions does not limit what else is included.

Thank you for checking out our terms - hope you enjoyed!