

Reed Design – Terms of Trade

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1. Application of These Terms

These Terms of Trade (“Terms”) govern the supply of services by Reed Design (“Supplier”, “Reed Design”, “we”, “us”, or “our”) to the client (“Client”, “you”, or “your”).

By requesting, accepting, instructing, or continuing to receive services from Reed Design, the Client agrees to be bound by these Terms.

These Terms apply to all services supplied by Reed Design unless otherwise expressly agreed in writing.

2. Services

Reed Design provides creative, marketing, digital, technical, and advisory support services, including but not limited to:

- Graphic design
- Marketing support
- Website support and updates
- Technical troubleshooting and assistance
- Print and publication design
- Advertising design
- Social media support
- Digital advertising support
- Packaging design
- Product photography
- Content preparation and layout
- Creative and operational consulting
- General business support services related to design, marketing, digital systems, and communications

Services may be provided:

- On an hourly basis;
- Under an ongoing support arrangement;
- Under a retainer arrangement;
- On a fixed-price basis; or
- Under another agreed commercial structure.

Unless otherwise agreed in writing, services are supplied on a time-based and ongoing support basis.

3. Engagement Model

The Services are intended to provide flexible, on-demand remote support in response to the Client’s changing operational requirements.

Where services are supplied on an hourly basis:

- Charges are based on time spent;
- Minimum billing increments are 15 minutes;
- Reed Design may charge different hourly rates depending on the nature, urgency, complexity, or regularity of the work;
- Current rates will be advised to the Client from time to time.

Any estimate of time, cost, or completion date is indicative only and is not a binding quotation unless expressly stated otherwise in writing.

4. Quotes, Scope and Additional Work

Any quote or estimate provided by Reed Design is valid for 30 days unless otherwise stated.

Unless expressly agreed otherwise in writing:

- Quotes are estimates only;
- Scope may evolve during the course of the engagement;
- Additional work outside the original scope will be charged separately.

If the scope of work changes, expands, becomes more complex, or requires additional revisions, Reed Design may charge additional fees at its standard hourly rates.

Reed Design will use reasonable efforts to notify the Client before undertaking significant out-of-scope work.

5. Client Responsibilities

The Client is responsible for:

- Providing accurate, complete, and timely information;
- Giving clear instructions and feedback;
- Reviewing Deliverables promptly;
- Confirming that Deliverables are suitable for the Client's intended purposes;
- Obtaining all necessary approvals, rights, licences, and permissions for supplied content and materials;
- Testing and verifying Deliverables before implementation, publication, manufacture, printing, or distribution.

The Client warrants that all information, content, materials, images, logos, trademarks, text, and instructions supplied to Reed Design:

- are accurate and lawful;
- do not infringe any third-party rights; and
- may lawfully be used by Reed Design in providing the Services.

The Client indemnifies Reed Design against any claims, liabilities, losses, damages, costs, or expenses arising from:

- materials or information supplied by the Client;
- the Client's instructions;

- the Client's use of the Deliverables; or
 - any breach of these Terms by the Client.
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6. Remote Services

Services are provided remotely and are based on communications, information, instructions, and materials supplied by the Client.

Reed Design does not supervise or control the Client's implementation, publication, printing, manufacture, distribution, deployment, or operational use of Deliverables unless expressly agreed in writing.

Reed Design is entitled to rely on information and instructions supplied by the Client without independently verifying their accuracy, completeness, legality, or suitability.

7. Approval and Acceptance

The Client is solely responsible for reviewing all Deliverables for accuracy, completeness, legality, functionality, and suitability.

This includes, without limitation:

- spelling and grammar;
- names and contact details;
- pricing and dates;
- factual accuracy;
- dimensions and specifications;
- website functionality;
- technical configuration;
- print readiness; and
- compliance with the Client's legal and operational requirements.

Acceptance occurs when the Client:

- confirms approval in writing;
- instructs Reed Design to proceed;
- uses, publishes, uploads, distributes, broadcasts, prints, manufactures, deploys, or otherwise implements a Deliverable; or
- fails to provide requested feedback within a reasonable time after delivery.

Such approval, use, or implementation constitutes conclusive confirmation that:

- the Deliverable has been fully reviewed and approved by the Client;
- the Deliverable is suitable for the Client's intended purposes; and
- the Client accepts full responsibility for the Deliverable.

After acceptance, Reed Design is not liable for:

- errors;
- omissions;
- inaccuracies;

- defects;
 - compatibility issues;
 - print errors;
 - production costs;
 - reprint costs;
 - replacement costs; or
 - any resulting loss arising from the Deliverable.
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8. Acting on Client Instructions

Reed Design may provide recommendations, professional opinions, or guidance.

The Client retains sole responsibility for all decisions, instructions, approvals, and commercial choices.

If the Client instructs Reed Design to proceed in a manner contrary to Reed Design's recommendation, Reed Design is not responsible for any resulting consequences, outcomes, losses, or dissatisfaction.

9. Third-Party Services and Platforms

The Services may involve third-party platforms, software, hosting providers, printers, social media platforms, advertising networks, APIs, plugins, external services, and technology providers.

Reed Design is not responsible for:

- third-party outages;
- hosting failures;
- plugin failures;
- software bugs;
- policy changes;
- platform suspensions;
- account restrictions;
- cybersecurity incidents;
- algorithm changes;
- compatibility issues;
- third-party performance issues; or
- interruptions outside Reed Design's reasonable control.

Third-party costs, subscriptions, advertising spend, licensing fees, printing costs, and external supplier charges are payable by the Client unless otherwise agreed.

10. Marketing, Advertising and Technical Disclaimer

Reed Design does not guarantee any specific:

- commercial outcome;
- marketing performance;
- advertising performance;
- sales result;
- lead generation result;

- search engine ranking;
- website traffic level;
- technical outcome; or
- financial result.

Marketing, advertising, technical systems, search engine rankings, and digital platforms are affected by numerous external factors beyond Reed Design's control.

11. No Professional Advice

Reed Design provides general creative, marketing, technical, and operational support services only.

Reed Design does not provide:

- legal advice;
- accounting advice;
- financial advice;
- engineering advice;
- cybersecurity advice; or
- other regulated professional advice.

The Client is responsible for obtaining independent professional advice where required.

12. Fees and Payment

Unless otherwise agreed in writing:

- Services are invoiced monthly;
- Payment is due within 14 days of invoice date;
- Reed Design may allow longer payment periods for established clients at its discretion;
- Deposits may be required for larger projects or new clients;
- Expenses, disbursements, printing costs, advertising spend, stock imagery, software subscriptions, courier costs, and third-party charges may be invoiced in addition to labour charges.

Invoices must be paid in full without deduction or set-off unless a genuine dispute exists.

Interest may be charged on overdue amounts at a reasonable commercial rate.

The Client is responsible for all reasonable costs incurred in recovering overdue amounts, including legal fees and debt collection costs.

13. Suspension and Non-Payment

If payment is overdue, Reed Design may:

- suspend Services;
- withhold Deliverables;
- refuse further work;

- suspend website updates or support; or
- terminate the engagement.

Reed Design is not liable for any loss arising from suspension due to non-payment.

14. Delays and Inactive Projects

Delays caused by the Client, including delays in providing:

- instructions;
- approvals;
- content;
- access;
- credentials; or
- feedback,

may result in:

- revised timeframes;
- additional fees;
- suspension of work; or
- reprioritisation of the work.

If the Client becomes unresponsive for more than 60 days, Reed Design may:

- treat the engagement as inactive;
 - suspend work; and
 - invoice all work completed up to that date.
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15. Intellectual Property

All intellectual property rights in preliminary work, concepts, drafts, working files, templates, layouts, methodologies, reusable assets, processes, and source files remain the property of Reed Design unless otherwise agreed in writing.

Ownership of final Deliverables transfers to the Client only once all invoices relating to the relevant Services have been paid in full.

Reed Design retains ownership of:

- pre-existing materials;
- templates;
- reusable design elements;
- generic technical solutions;
- workflows;
- processes;
- know-how; and
- methodologies.

Unless otherwise agreed in writing, Reed Design may display completed work in:

- portfolios;
- websites;
- social media;
- marketing materials; and
- promotional material.

If the Client requires confidentiality, this must be requested in writing before publication of the work.

16. Confidentiality

Each party must keep confidential information received from the other party confidential and secure.

This obligation does not apply to information that:

- is publicly available;
 - is independently developed;
 - is lawfully obtained from another source; or
 - is required to be disclosed by law.
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17. Consumer Law and Business Transactions

Where the Client acquires Services for business purposes, and both parties are in trade, the parties agree that:

- the Consumer Guarantees Act 1993 does not apply to the Services to the maximum extent permitted by law; and
- sections 9, 12A, and 13 of the Fair Trading Act 1986 are contracted out of to the maximum extent permitted by law.

Nothing in these Terms limits any rights that cannot lawfully be excluded.

18. Warranties and Disclaimers

Reed Design warrants that Services will be performed with reasonable care and skill.

Except as expressly stated in these Terms, all other warranties, guarantees, representations, and conditions are excluded to the maximum extent permitted by law.

19. Limitation of Liability

To the maximum extent permitted by law, Reed Design's total aggregate liability arising out of or in connection with the Services, whether in contract, tort (including negligence), statute, equity, or otherwise, is limited to the total fees paid by the Client to Reed Design during the 12 months preceding the event giving rise to the claim.

Reed Design is not liable for:

- loss of profit;
- loss of revenue;
- loss of business opportunity;
- loss of goodwill;
- loss of data;
- indirect loss;
- consequential loss; or
- special or incidental loss.

Nothing in these Terms limits liability that cannot lawfully be excluded.

20. Termination

Either party may terminate the engagement at any time by written notice.

Termination does not affect:

- rights accrued before termination; or
- the Client's obligation to pay for work completed, expenses incurred, or Services supplied up to the date of termination.

If the Client cancels work after commencement, the Client must pay for:

- all work completed to the date of cancellation;
 - all committed third-party costs; and
 - all non-refundable expenses incurred.
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21. Dispute Resolution

Before commencing court proceedings, the parties will attempt to resolve any dispute through good faith negotiations.

If the dispute is not resolved within a reasonable time, either party may refer the dispute to mediation in New Zealand before a mutually agreed mediator.

This clause does not prevent Reed Design from commencing proceedings:

- to recover overdue amounts;
 - to protect intellectual property rights; or
 - to seek urgent relief.
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22. Force Majeure

Reed Design is not liable for delay or failure to perform obligations caused by events beyond its reasonable control, including:

- natural disasters;
- power failures;

- internet outages;
 - hosting failures;
 - cyber incidents;
 - telecommunications failures;
 - pandemics;
 - strikes; or
 - government restrictions.
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23. Governing Law

These Terms are governed by the laws of New Zealand.

The parties submit to the exclusive jurisdiction of the New Zealand courts.

24. General

Entire Agreement

These Terms constitute the entire agreement between the parties relating to the Services.

Variations

Any variation to these Terms must be agreed in writing.

No Waiver

Failure to enforce a right under these Terms does not constitute a waiver of that right.

Severability

If any provision is found to be invalid or unenforceable, the remaining provisions continue in full force and effect.

Notices

Notices under these Terms may be sent by email to the parties' last notified email addresses.

Updates to Terms

Reed Design may update these Terms from time to time.

Updated Terms will apply to future engagements and ongoing engagements after reasonable notice to the Client.