



Terms of Trade and Business Details / 2024

Business Details:

Company Name: Sweet Orange Limited
Owner/Operator: Martine Pierhagen

Postal Address: 14A Dunton Drive, Welcome Bay, Tauranga 3112, New Zealand
Phone number: (+64) 021 492 040
email: info@sweetorange.co.nz
Website: www.sweetorange.co.nz

Payment details:

The details and cost of the project are specified in the proposal. Before starting a project, a 20% deposit of the quoted price is required unless agreed otherwise. This deposit is non-refundable. The remaining 80% of the payment will be invoiced as soon as the project is delivered.

Additional work will be charged at an hourly rate which will be quoted separately. Anything over and beyond what is agreed on in the proposal will be quoted separately by Sweet Orange or done at no charge at Sweet Orange's discretion.

All invoices are due 7 days from the invoice date unless otherwise stated.

Our company GST / IRD number is: 126004036

Bank account:

Direct Payment can be made to: (ANZ) 06-0433-0582296-00 - Sweet Orange Limited.

For international payments, please use your preferred provider such as wise.com or the following details:

Account number: 06 0433-0582296-00
Account name: Sweet Orange Ltd.

Residential address listed on the account:

Initial

14A Dunton Drive
Welcome Bay
Tauranga 3112
New Zealand.

ANZ's full beneficiary bank name: ANZ Bank New Zealand Limited
ANZ's SWIFT code: ANZBNZ22 (also known as a Bank Identifier Code or BIC)
Note: If you require an 11 digit SWIFT, use ANZBNZ22XXX

Definitions:

Sweet Orange Limited is referred to as Sweet Orange, We, Us, Our
The Client is referred to as The Client, You, Your

Our Responsibilities:

Sweet Orange commits to:

- Providing the client with copywriting, PR/press campaign, social media posts and schedule, Search Engine Optimisation (SEO), or another service as per the functions detailed under the agreed package/proposal.
- Perform all services in a timely, professional manner.
- Respond to all client queries in a timely and professional manner.
- Provide a quote or estimate before undertaking any additional work required that has not been agreed on and stated in the project information/proposal.

Your Responsibilities:

The creation of marketing materials is a collaborative effort. **As a client, you commit to:**

- Follow our instructions relating to the formats we require so we can work with it effectively. Promptly respond in writing to our requests for feedback and approval of copy and concepts.
- Promptly reply to our requests for logos, branding, images, and any other information we require to complete your project.
- Ensure any employee or agent of your company dealing with us is authorised to make decisions relating to project, on behalf of your company, to be stipulated in writing at the beginning of the project.
- Be responsible for making us fully aware of your requirements prior to commencing their project.
- Sweet Orange will not be obligated to undertake any additional functionality requests that are not listed in the project information/proposal.

If additional functionality and/or requirements come to hand after the project has commenced, and they are within the technical scope of Sweet Orange's ability, they will be quoted on and agreed to before work on these aspects will commence.

Initial

Copywriting / Content & SEO / Press Campaigns

Projects that involve copywriting or reporting will be sent to you in a Word document. Copy can be revised up to three times if necessary. If any further revisions are required, these will be done at an hourly rate which will be quoted separately.

Press Campaigns can include a list of targeted media contacts and Sweet Orange can send out Press Releases and images on your behalf. This will be specified in the project document / proposal and included in the original quote, or alternatively it can be done at an additional charge for which we will quote separately.

There are no guarantees the media will print/use a press release or other information sent to them but Sweet Orange will use proven techniques and skills to get your news as much coverage as possible.

There are no guarantees the press will use the information sent to them as is. They hold full editorial rights. Complaints can be made to The Press Council, whose scope applies to published material in newspapers, magazines and their websites, including audio and video streams, as well as to digital sites with news content, or blogs characterised by their new commentary.

The Council retains the discretion to decline a complaint if the publication has limited readership or the circumstances make the complaint inappropriate for resolution by the Council. The Council's adjudications are based on ethical considerations: it does not recover debts or seek monetary recompense for complainants. Its Principles and Complaints Procedures are set out on the website: presscouncil.org.nz

PLEASE NOTE:

Sweet Orange takes no responsibility whatsoever for issues relating to copyright infringement based on text, images or any other material provided to us, and will act on the instruction of the client. It is the client's responsibility to take reasonable steps to ensure the content they provide is not under copyright.

If it is found that we have been supplied with materials under copyright and are instructed by court authority to take the content down, we will of course comply. The client will absorb all costs related to copyright infringement, including development time to comply with court requests.

All work created by Sweet Orange for the client will be owned and copyrighted by Sweet Orange until the time the project has been paid for in full.

Liability

Services purchased from Sweet Orange are provided "as is" without warranty of any kind. In no event shall Sweet Orange be liable to the client for any direct, indirect, special, punitive, incidental, or consequential damages arising out of the use of their website, services, and/or goods provided to the client. This includes, without limitation, lost profits, business interruption, loss of data or other losses directly resulting from the use of the website, services, and/or goods provided to the client. The entire risk as to the quality and performance of the web design rests with the client.