



# General Terms & Conditions

The following terms and conditions apply to all the work we do.

## 1. Acceptance

You should read these terms and conditions carefully.

It is not necessary for you to have signed these terms and conditions for them to apply. If you accept a quote from us then you will be deemed to have read these terms and to have accepted that these terms and conditions in full to any work we do for you.

Any purchase or use of our services implies that you have read and accepted our terms and conditions.

## 2. Charges

Our charges will be set out in the quotation we send you. All quotations are valid for a period of 30 days and we reserve the right to amend a quotation or refuse to accept your order after expiry of that 30 day period.

It is sometimes necessary (due to workload or requirement for specialist skills) for us to use 3rd party companies or freelance/contract members of staff. You agree that we may use such 3rd parties or freelance staff and agree that we will charge for their services in line with our normal pricing.

You also agree to reimburse us for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

As we are a small business, being paid on time is hugely important to us. For that reason we ask that the payment terms on our invoices are adhered to. If you're unable to pay on time, you need to let us know in advance.

Our standard payment terms are 30 days from the date the invoice is issued.

Unless we agree to extend the payment deadline, we will apply a standard rate of interest of 8% per annum, plus the Bank of England base rate. We're allowed to do this under the Late Payment of Commercial Debts (Interest) Act 1988.

If you are a new company, or if it's the first time we have worked together, we may ask for part or full payment up-front. We will advise you if this is the case and we will need to receive cleared funds before we begin work.

Where a project is particularly large or covers a prolonged period of time, we may issue interim invoices. Where we do this, we ask that each invoice is settled by return so that we can keep working hard, safe in the knowledge that our cash-flow is not affected.

If payment has not been received by the payment due date then we may suspend or withdraw your services or any solution we have provided. This is a last resort and we will notify you before taking any action, however we cannot be held liable for any loss or damages you sustain as a result of your service or solution being suspended or withdrawn.

### 3. Cancellation

You are entitled to cancel the project in writing at any stage before or after we have started work.

The project will automatically be deemed cancelled if any of the following things happen:

- You cease contact with us for a period of 4 weeks.
- You fail to supply information, artwork or anything else we need to complete the work.
- You or we become insolvent, are placed into administration, liquidation or otherwise make a formal arrangement with creditors.
- You or we breach this agreement and do not rectify that breach within 30 days.
- Without affecting our other rights, we may cancel the project if you fail to make a payment on time.
- In the event of cancellation you will be liable to pay to us:
  - The agreed fee in full if the project is fully delivered prior to, or within 48 hours of cancellation taking effect.
  - OR
  - Our standard rate of £40 per hour for:
    - Time already spent on the project.
    - Time already committed to the project that cannot be replaced with other work.
    - Time that we have committed to purchase from freelance staff in order to allow us to complete the project.
  - Plus, the cost of any items or services (including, but not limited to, images, licences, usage rights, software, specialist skills) that we have committed to purchase on your behalf or to facilitate the completion of the project.

OR

- If the project has not yet been started, an amount equal to 25% of the total project value if this is greater than the total of the above items.

## 4. Review, Errors and Omissions

We will provide you with an opportunity to review the work during the design phase and on completion.

We pride ourselves in the quality of our work and attention to detail. However, we are only human and the occasional mistake can slip through the net. For that reason we ask you to check everything we create for you to make sure appearance, spelling, grammar, layout, colours etc. are all as you want them.

Once you have signed off the work, we cannot accept liability for any errors that subsequently come to light.

At the completion of the project, the work will be deemed to be accepted and approved unless you notify us otherwise within 10 days of the date the materials are made available to you.

## 5. Delivery, Timelines and Deadlines

We will always try to deliver the work quickly and to any deadlines you set us. However sometimes factors outside our control or changes to the brief can affect delivery times. For that reason, we are unable to accept liability for any consequential loss.

We will require you to provide information, artwork, content, text, images, movies and sound files during the project. To facilitate this you agree to delegate a single individual as primary contact to work with us in managing the project in a satisfactory and expedient manner.

As we are a small business, in order to remain efficient we must ensure that the work we have is carried out at the scheduled time. On occasions this means that we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged. For this reason, we ask that you provide all the required information and artwork in advance.

On any occasion where we are unable to carry out the work because you have not provided the required information or artwork within the agreed timeframe, and we are delayed as result, we reserve the right to impose a surcharge of up to 25% of the project fees.

## 6. Use of Images/Copyright Materials

If we purchase images, video or audio files, or other material subject to copyright or 3rd party ownership, we will notify you of the cost of this activity prior to committing to purchase. We will notify you of any restrictions on the use of such copyrighted material and you agree to



only use the material in line with such restrictions. You agree to indemnify us against any claim for usage outside of the notified restrictions.

Where you supply images or other copyrighted material to us for use in the project, you agree that you are the legal owner of the material or that you have the right to use it. You agree to indemnify us against any claims for use of any such material.

## 7. Ownership

We deliver bespoke solutions that we service and maintain. To this end we do not provide the underlying designs, source code or assets. These remain our property which you use under licence. In order for us to provide maximum support and reliability our solutions are designed to run on our systems and we do not usually work with 3rd party or in-house hosting or platforms. If we do provide access to the source code, or use 3rd party hosting this would remove any warranty previously given.

You (or your licensors) will retain the copyright to content, artwork, data, files and graphic logos you provide to us.

You must obtain permission and rights to use any 3<sup>rd</sup> party information, artwork, content, files or other materials you provide to us.

You are responsible for granting us the permission and right to publish and use any material you provide to us and agree to indemnify us and hold us harmless from any and all claims resulting from your negligence or inability to obtain such permissions. Evidence of permissions and authorities may be requested.

Although every reasonable attempt shall be made by to return the images or printed material you provide to us for use in the project, this is not guaranteed.

## 8. Indemnity and Liability

We cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website has been designed and handed over to you. Similarly, we cannot accept responsibility for web pages which do not display acceptably in old versions of browsers (more than 2 versions behind the current version when the website was handed over to you), or browsers other than Internet Explorer/Edge, FireFox, Chrome or Safari unless agreed otherwise. As such, we reserve the right to quote for any work involved in changing the website design or website code for it to work with any updated or outdated browser software.

We cannot accept responsibility for any alterations made by you or a 3rd party once the work has been completed and the project has been delivered. Such alterations include, but are not limited to additions, modifications or deletions.



All our services may be used for lawful purposes only. You agree to indemnify us and hold us harmless from any claims resulting from your unlawful use of our services or your breach of contract that damages you or any other party.

We shall not be liable to you for any loss of profit, loss of business, loss of goodwill or any indirect or consequential loss. Our entire liability to you in respect of work and any claim whatsoever, whether due to breach of contract, negligence or otherwise, shall be limited to the charges paid for the work in respect of which the breach or claim has arisen.

However, nothing in these terms and conditions shall limit or exclude our liability for:

- Death or personal injury due to our negligence.
- Fraud or fraudulent misrepresentation.
- Anything which cannot otherwise be excluded or limited by law.

## 9. General

These terms and conditions supersede all previous representations, understandings or agreements.

We reserve the right to change these terms and conditions at any time, and you agree to abide by the most recent version of them as posted on our website.

In the event any one or more of the provisions of these terms and conditions is determined to be invalid, illegal or unenforceable, the remaining provisions shall be unaffected and continue to apply.

These terms and conditions may not be enforced by any 3rd party by virtue of the Contracts (Rights of Third Parties) Act 1999.

## 10. Governing Law

These terms and conditions and shall be governed by English Law.