

Acumen Designs - Terms and Conditions

Last updated Sept 2007

(These terms and conditions are applicable for all work carried out by Acumen Designs. It is the clients responsibility to ensure that you read and understand these conditions.)

1. Definitions:

The Client: The company or individual requesting the services of Acumen Designs.

Acumen Designs: Primary designer & employees or affiliates.

2. **Contract:** The client's verbal or written approval for work to commence shall be deemed a contractual agreement between the client and Acumen Designs. Verbal or written approval for the work to commence or payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.

3. **Acumen Designs Intellectual Copyright:** Acumen Designs will hold intellectual copyright of any material, including any source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client.

4. **Clients Responsibilities with Regard to Copyright:** In situations where the client provides images, text, animations or any other content for their project they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by Acumen Design in the construction of the project may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single project and may not be used in publicity material. The project owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification.

Whilst every endeavour will be made to ensure that the project and any scripts or programs are free of errors, Acumen Designs cannot accept responsibility for any losses incurred due to malfunction of the project or any part of it.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Acumen Designs remain the copyright of Acumen Designs and may only be commercially reproduced or resold with the permission of Acumen Designs.

5. **Registration Charges:** All third party costs arising from the registration of a domain name shall be met by the Client. Acumen Designs recommend that clients register their own domain names so that they have full ownership and control of these but where we have registered a domain name on the client's behalf we agree to transfer this domain name to the client immediately upon request and without additional charge.

6. **Search Engine Promotion:** Acumen Designs are not responsible for the client's on-going web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the

search engines. While we can optimise your site for this we are unable to make any guarantees about the success of any search engine promotion activity.

7. Cancellation: Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.

8. Failure to Provide Required Content: To remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject other work and enquiries to ensure that your work is completed at the time arranged. On any occasion where we cannot progress your design because you have not provided the required information when you have agreed to do so, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%.

NOTE: Text content should be delivered as a Microsoft Word (or similar) document with the pages in the supplied document representing the content of your design. These pages should have the same titles as the agreed content. Contact us if you need clarification on this.

Acumen Designs will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

9. Conceptualising: Conceptualising is the process of producing project concepts for clients. Concepts can include mock ups, graphics and design proposals. For higher cost projects this will be included but for low cost projects (below £1000) please bear in mind that unless previously agreed, only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and design requirements beforehand. If you don't do this we will design the project appropriately but if it is not to your taste we may not be able to rework the project without additional charges. This is why it is often best to show us another instance that you like as an example of what you require.

10. Travel Time and Expenses: Travelling time to and from customer premises or agreed meeting place is not generally included in our estimate. Acumen Designs reserve the right to make a charge for travelling time at our normal consultancy rates. Likewise Acumen Designs reserve the right to charge for travelling expenses based on 45p per mile. (NOTE: There will be no charges for travelling time or expenses incurred before you give your approval for work to commence.)

11. Quotations: The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required after work commences, then we will accept these changes with the provision that additional charges may have to be negotiated.

12. Advance Payment: An advance of 50% of the total cost of the project is required before work can commence. *After work commences this is non-refundable.*

13. Payment terms: Payment is currently accepted by cheque, BACS bankers draft or PayPal in UK Pounds Sterling, unless otherwise agreed. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge at current bank rates.

- 14. Credit Card Payments:** Credit card payments can be accepted via our Paypal electronic invoice system. Please ask us for our PayPal details if paying by this method.
- 15. Payment:** Payment of any balance will be due within 30 days of final invoice date. Full publication of the Web Pages may take place only after full payment has been received. Any material previously published may be removed if payment is not received.
- 16. Future Support:** The project is provided to and accepted by the client as a fully functioning, completed work. Acumen Designs gives support for one month following final payment and is not responsible for future support after the one month period. This support can normally be provided upon request and for an agreed fee. No guarantee of future support is given unless an ongoing support package is negotiated.
- 17. Future Site Problems:** Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website. We cannot be held responsible for problems that develop on completed sites as a result of subsequent activity.
- 18. Compliance with Ecommerce, Accessibility or Other Regulations:** We design in accordance with the client's specifications. It is the client's responsibility to ensure that the project and its contents comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or those related to a specific business or trade. In any business where complex compliance issues exist we recommend that the client takes legal advice from their company lawyer.

Notes:

Should Acumen Designs waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Acumen Designs to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

Acumen Designs reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact us.

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