

ARMADILLO OUTLINE TERMS OF TRADING

Work Specification and Quotations

Following discussion with the client a specification and quotation will be provided. The specification will detail work required by the client, and any requirement for materials/content to be supplied from the client.

A requested delivery date where required will be specified, and any requirement for cut off dates on proofs etc will be listed.

The cost to the client will be quoted exclusive of VAT, and any additional charges will be clearly specified.

Acceptance of quotation

Clients must agree to our standard terms and conditions and will usually pay a deposit prior to Armadillo commencing the requested work.

Amendments.

Any additions or changes to work specifications will be confirmed in writing with the client.

Payment Terms

All invoices are payable upon receipt, payment to be received within 7 days, unless a credit account has been granted.

Credit Account Facility

A credit account may be requested by completion of the company's Trade Credit Application form.

Following suitable references a Credit Limit will be established and the Client will be notified in writing.

Credit Account Invoices are payable within 30 days of Invoice.

Credit Limits are reviewed regularly and may be adjusted to accommodate increasing trade.

Credit Accounts that exceed their approved credit limit, or exceed the 30 day settlement period will require an immediate payment to restore the account facilities.

Credit Account facilities may be withdrawn at anytime by notification to the client in writing, at which point all outstanding invoices will revert to payment on receipt.

Advanced Payments

Where work required involves a degree of labour and/or materials cost, we will require a stage payment from the client of 50% payable in advance of work commencing. The balance of payment (50%) will then become due upon receipt of our full invoice.

Web development and hosting completion payments will be required prior to the website being activated on the World Wide Web.

Credit Checks

A Credit Check will be performed on all businesses where the total value of work to be undertaken is in excess of £3000.

Payment Methods

Payments should be made by Bank Giro Credit, or Internet Banking to:

Armadillo Creative Ltd
Lloyds TSB Bank
Sort Code: 30-93-55
Account No: 02601683

Alternative payment can be made by cash or cheque made payable to Armadillo Creative Ltd.

Late Payments

A late payment charge of 8% above the bank interest rate will be levied on any account that is not settled within the agreed terms.

Copyright & Ownership

Copyright and ownership of all creative and goods supplied remain with Armadillo Creative Ltd until full payment for services or goods is received.

A full copy of Armadillo Creative Ltd standard terms and conditions of trading are available upon request.

E&OE

Standard Design, Advertising & Web - Terms & Conditions

By placing an order or initiating any form of business with Armadillo Creative Limited, you confirm that you are in agreement with and bound by the terms and conditions below. The following Terms and Conditions of Service apply to all products and services provided by Armadillo Creative Limited.

All work and services carried out by Armadillo Creative Limited on the understanding that the client has agreed to Armadillo Creative Limited terms and conditions.

Copyright is retained by Armadillo Creative Limited on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled. If a choice of design is presented, only one solution is deemed to be given by Armadillo Creative Limited as fulfilling the contract. All other designs remain the property of Armadillo Creative, unless agreed in writing that this arrangement has been changed

Definitions:

The Client: The company or individual requesting the services of Armadillo Creative Limited.

Armadillo Creative: Primary designer/site owner & employees or affiliates.

General

These terms and conditions should be read and understood (where applicable in conjunction with any quotation provided by Armadillo Creative Limited) and structure an obligatory agreement between the client(s) and Armadillo Creative Limited.

These terms and conditions apply in full and exclude all other terms and conditions whether provided by the client or any third party unless previously agreed by Armadillo Creative Limited in writing.

Armadillo Creative Limited in consideration of the payment to them by client to of the fees as accepted in the quotation, agree to provide the goods and/or services described in the same quotation subject to these terms.

The client will co-operate with and act in good faith towards Armadillo Creative Limited and provide on request such source materials including those listed in the quotation.

Armadillo Creative Limited may charge additional fees in the event of delays or additional works caused or required by the client, including its failure to provide Armadillo Creative Limited with such information, materials, instructions, media or approvals, as are reasonably required for the supply of the works, appropriately and/or on time.

Armadillo Creative Limited also reserves the right to make additional charge in the event of changes to the cost of labour, materials, services and other conditions outside of Armadillo Creative Limited reasonable control, or the client requires the supply of additional or varied works, goods and services in addition from those described in the quotation to which these terms apply

If the client requires any change or alteration to the works stated in the quotation, Armadillo Creative Limited and the client shall, prior to any change being implemented, will agree the nature of the change, the procedures for implementation of such a change; and the deviation to the quotation in respect of the fees. Armadillo Creative will continue to provide the goods and/or services described in the quotation until any such change has been formally proposed and agreed by both parties.

In consideration of, and upon payment of, the fees in full, the client shall have the rights of Use as set out. Such rights shall take effect on receipt by Armadillo Creative of the fees. Where no such rights are specified the client is granted a non-exclusive license to use the works for the purpose described in the quotation. Rights of Use shall be extended only with the consent of Armadillo Creative and payment of additional fees.

Armadillo Creative warrants that it will use reasonable efforts to ensure that the works do not infringe the copyright of any third party. However Armadillo Creative accepts no responsibility for any infringement of copyrights to any third party, this responsibility lies firmly with the client.

The client shall inspect the works regularly and shall inform Armadillo Creative immediately if it wishes to reject any part of the works because such do not comply with the quotation or are defective in material and workmanship; if the works do not comply with the quotation or are defective in material and workmanship Armadillo Creative liability shall be limited to correcting such defects within a reasonable time. Client shall only be entitled to reject the Works because such do not comply with the quotation or are defective in material and workmanship Rejection without good reason shall be deemed a breach of these terms.

Standard Design, Advertising & Web - Terms & Conditions cont.

Armadillo reserve the right to request full payment if there is an unnecessary delay to approval and sign off by the client. The client must approve and sign off work within a reasonable time frame of 14 days of work submitted by Armadillo. Undue delays to approval and sign-off of submitted work will render the submitted works and invoice due payable to the full amount. Any dispute must be notified in writing within 7 days of submission.

The client may not unilaterally cancel its order of the works or otherwise terminate this agreement (except for material breach by Armadillo of a fundamental term of this agreement) at any time without full payment of the fees. Once a job has been briefed and work started, that job is deemed to be chargeable and subject to full terms and conditions. Incomplete work that has been subjected to client delay, approval or is awaiting client information for completion will still be charged and liable to full payment. Armadillo will make all reasonable attempt to communicate and reconcile this issue with the client. All work that is stopped, halted, suspended or is awaiting client information or approval will be deemed due payable. Armadillo retain and reserve the right to complete the works after full payment is made, but reserve the right to levy an extended completion and delay charge.

Armadillo Creative Limited retain the right to charge for unnecessary incurred man-hours and labour, both Management and Design, if requested to undertake provisional work where there is no genuine generated outcome, or that information or undertaken is used as leverage for other parties or outcome.

Armadillo Creatives liability for any loss or damage direct or otherwise and howsoever caused whether intended or not, including negligence, or otherwise shall not exceed the amount invoiced by Armadillo to the client hereunder. Armadillo shall not be liable to Client for any consequential loss or damage.

When instructions or advice are given or received orally by Armadillo, it shall have no liability to Client for any misunderstanding or misrepresentation, which may arise in relation thereto except in relation to fraudulent misrepresentations. Armadillo shall have no liability to the client in respect of the materials.

All Intellectual Property rights, copyright, design right, registered designs, trade marks, patents, database rights and confidential information and ideas and all other rights whatsoever of a like nature world wide whether registered or not of whatever nature in material devised, created or commissioned by Armadillo Creative Ltd, in supplying the works and under this agreement will vest in and belong to Armadillo Creative Ltd, unless otherwise agreed and specified in writing on the Request or otherwise and signed by both Parties. If works has been released to Client, Armadillo Creative Ltd, retain title of them until such time as Client has paid the full fees

Armadillo gives no warranty, representation or undertaking in relation to any third party materials or works. Prior to any selection, use or reproduction by the client of works, Armadillo shall use reasonable efforts to, on reasonable request, provide the client with copies and evidence of such rights, clearances, permissions and licenses as shall be necessary for the use of the works by the client.

Armadillo Creative shall be entitled to immediately restrict, suspend or terminate the works and the client's use of any works and or terminate this Agreement upon the client's material breach of this agreement (including without limitation the non-payment of any sum as and when due) unless the client remedies such breach within 14 days of its occurrence. Armadillo will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of Armadillo including without limitation Internet outages, communications outages, fire, flood, war or act of God.

Any concepts, designs or works whether speculative or commissioned disclosed to third parties before any form of payment, contract or agreement is made and without prior permission or consent from Armadillo Creative Limited will be deemed as contractually chargeable work, at the standard agency rate, and therefore in accordance with the standard outline terms of condition of payment. Breach of disclosure will nullify any speculative agreement whether verbal or written.

Armadillo Creative may include the statement "Designed/created by Armadillo Creative Limited", and suitable contact information together with appropriate copyright notices, on the Design(s) and/or Website. Any withdrawal request for such statement may be subject to a withdrawal charge.

Armadillo Creative reserve the right to charge handling or storage for items on the premises and to dispose of such items after a satisfactory period.

During the course of this Agreement and for a period of 12 months afterwards, the client shall not solicit the staff or third party contractors of Armadillo Creative or entice them to transfer their employment or services.

Website Design & Build - Terms & Conditions

By placing an order with Armadillo Creative Limited, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions:

The Client: The company or individual requesting the services of Armadillo Creative Limited.

Armadillo Creative: Primary designer/site owner & employees or affiliates.

General

Armadillo Creative will carry out work only where an agreement is provided either by email, telephone, mail or fax. Armadillo Creative will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Armadillo Creative and the client; this includes telephone and email agreements.

1.0 Website Design

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Armadillo Creative cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of Armadillo Creative until all outstanding accounts are paid in full.

Any scripts, CGI applications, PHP scripts, or software (unless specifically agreed) written by Armadillo Creative remain the copyright of Armadillo Creative and may only be commercially reproduced or resold with the permission of Armadillo Creative.

Armadillo Creative cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of Armadillo Creative and where no charge is made by Armadillo Creative for such additions, Armadillo Creative accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to Armadillo Creative all materials required to complete the site to the agreed standard and within the set deadline.

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

Website Design & Build - Terms & Conditions cont.

Armadillo Creative will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. eg. Any disputes re content/images that have been provided to us for inclusion on the site.

Armadillo Creative will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

2.0 Deposit & Payment

A deposit of 50% is required with any standard and database driven projects before any design work will be carried out. Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non-payment will result in legal action being taken if necessary.

3.0 Database, Application and E-Commerce Development

Armadillo Creative cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

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

Where applications or sites are developed on servers not recommended by Armadillo Creative, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. The client is expected to test fully any application or programming relating to a site developed by Armadillo Creative before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Armadillo Creative will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

4.0 Compatibility

Armadillo Creative will endeavor to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 6 and above and to an acceptable level with Mozilla, Safari browsers. Armadillo Creative can offer no guarantees of correct function with all browser software.

Website Design & Build - Terms & Conditions cont.

5.0 Website Hosting

Whilst Armadillo Creative recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service. Armadillo Creative cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Armadillo Creative reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the free hosting service should the necessity arise.

6.0 Payment of Accounts

A deposit is required from any client before any work is carried out. It is Armadillo Creative's policy that any outstanding accounts for work carried out by Armadillo Creative or its affiliates are required to be paid in full prior to the website being activated and live on the world wide web. Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email, post and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or Armadillo Creative has not been contacted regarding the delay, access to any work or related website will be denied and web pages removed. Such cases will also be sent to Small Claims Court to pursue payment. Non payment can result in county court judgments (ccj's) being added to the clients credit rating.

Withdrawal of Service

In matters of non-payment, Armadillo has the absolute right to withdraw its services, in part or in full and cancel any contracts with the client at any given time. The company shall issue notice of such action in writing.

7.0 Complaints Procedure

Informal procedure: Anyone who experiences a problem with their web service provided by Armadillo Creative should raise the matter directly to Armadillo Creative, giving sufficient information to locate the material (such as a url) and clearly outlining the grounds for complaint.

Armadillo Creative will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure: The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure. A formal complaint should be made in writing to Armadillo Creative, who will acknowledge receipt and ensure that the matter is looked into as soon as possible. An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

Note: Website Terms & Conditions should be read in conjunction with Armadillo Creative's Standard Outline Terms & Conditions

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