

armadillo

CREATIVE

ARMADILLO CREATIVE LIMITED Vita House, Fish Quay, North Shields, Tyne & Wear NE30 1JA
T: 0191 257 8380 F: 0191 257 8342 E: info@armadillo-creative.com www.armadillo-creative.com

Website Design 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.

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.

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.

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Armadillo Creative will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

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.

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.

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 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.

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

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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 have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating. Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

Warranty

Armadillo will fix all bugs within 6 month of online activation free of charge. We will provide patches and bug fixes for any bug or issue included in the scope of this contract within the grace period of 6 months following the project completion. All fixes outside of the project scope or after the grace period are the responsibility of the client. Problems arising out of new updated browser version compatibility that have been introduced after the web build completion are not covered in any warranty obligation and are deemed as new support work, and will be charged accordingly. All projects involving the placement, editing and arrangement of content or design will have no warranty past the completion of the project. Should further support be necessary a support contract may be negotiated.

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 an 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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