



OUR TERMS AND CONDITIONS

Please read these Terms and Conditions carefully as they will form a contract between us and you; your acceptance of which is agreed from the moment you provide approval verbally, via email or in writing for the work to commence this indicates that you accept the terms and conditions outlined in this document.

We have tried to keep these Terms and Conditions brief, easy to understand, and as straightforward as possible. If you have any questions however, please do not hesitate to contact us.

Terminology:

You ('the Client')

Us (Pixel Beach Limited, and hereinafter referred to as 'the Company')

The Project the body of work that is being undertaken, normally consisting of several connected parts, such as consultation, graphic design, print, website development and/or hosting.

What do both parties agree to?

1) The Client agrees to:

- a. Provide the Company, within a reasonable timescale, everything that is requested from you to complete the Project including text, images and other information.
- b. Provide the Company with text and images in the format as stated below (see photographs and images)
- c. Review the Company's work, provide feedback, and sign off approval in a timely manner.
- d. Make every effort to adhere to all agreed deadlines.
- e. Adhere to the payment schedule laid out in the proposal or as agreed separately.
- f. Advise, in advance, of any confidential information to be presented by email, written, or verbally, between both parties. Also, for this to be marked as 'confidential' in the subject of the email, or clearly on any written documents.
- g. Provide a minimum of one months notice in writing, or by email should you wish to cancel any contract.

2) The Company agrees to:

- a. Carry out services in a professional and timely manner.
- b. Make every effort to adhere to any deadlines agreed between us and you.
- c. Make a reasonable number of revisions to the design, layout, colours etc, until you are satisfied with the design concept or such time as both parties feel an agreement is likely to be reached but no more than 2 major revisions. Additional revisions or design work outside the scope of the project will be charged separately.
- d. Endeavour to complete requested website revisions or updates within 72 hours, wherever possible. Revision entitlement per month is dependant on your support package.
- e. Maintain up to date skills and knowledge through regular training and research.

3) Website Development:

- a. All websites are developed to work primarily across all major browsers and platforms including other devices such as mobile phones and touchpads. However, the Company cannot guarantee complete and/or long term compatibility across every major browser, platform or handheld device due to updates/upgrades by their respective vendors.
- b. The Company cannot guarantee compatibility in old or redundant browser software.



4) Print

- a. All weights measurements and specifications quoted by the Company are nominal and subject to manufacturing tolerances. Exact conformity with submitted samples cannot be guaranteed. Pigmented materials are subject to colour variation.
- b. Proofs of all work may be submitted for the Client's approval and the Company shall incur no liability for any errors, not corrected by the Customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the Company's judgement, changes therefore made by the Customer shall be charged extra.
- c. By supplying artwork for print the Client accept responsibility for ensuring artwork is print ready and confirms that they have set artwork to our requirements. These requirements are available upon request. If artwork cannot be provided in a print ready format or the Client would like the artwork to be checked before printing, then we recommend customers to add our design service.
- d. In situations where we offer a reprint of an order because of an error on our part, we will only print using the original artwork supplied for the order.
- e. All artwork supply should be the copyright of the customer or the customer should have a license to use supplied artwork for print
- f. Any shortcomings or defects in goods supplied must be notified to the Company within 3 days of delivery. Such goods must be returned to the Company for inspection.
- g. We will endeavour to deliver the correct quantity ordered. However some variation is inherent in the print manufacturing process and it is understood and accepted as reasonable that minor variations are immaterial and the Company shall have no liability in respect of such variations. No credit will be awarded on quantities plus or minus 10% of the print quantity ordered.

5) Payments and Contract Lengths:

- a. Print quotations are based on current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
- b. All quotations are exclusive of VAT which shall be charged at current standard rates on all orders where applicable.
- c. Any quotation submitted by the Company is an invitation to treat only and no contract subsists until the Company accept your order. Our quotation is based on these conditions and subject to any special conditions set out or referred to in the quotation. Any written or oral acceptance of your order by the Company shall be deemed to be on the basis of such conditions and not otherwise. The terms of these conditions constitute the entire agreement between the Company and the client and any other conditions or oral understanding are excluded.
- d. Full payment is expected within thirty days of completion or delivery, payment schedules for bespoke work will be agreed separately with some projects requiring a deposit payment before commencing.
- e. The company has the right to charge the client up to 85% of the total web development costs, should the client cancel the website agreement after the design concepts have been agreed but prior to the website going live. The scale of the charge will be dependent on what stage the project is at when the cancellation takes place.
- f. Contract lengths are normally one month rolling contracts unless agreed beforehand between the Client and the Company. The Company requires a minimum one months notice to cancel a support contract.
- g. Hosting accounts and domains names will be automatically renewed at the end of each period to avoid any disruption to service. The Company requires a minimum one months notice to cancel a domain or hosting account. Payment and renewal of those hosting accounts and / or domains is the responsibility of the Client. The loss, cancellation or otherwise of the hosting accounts and / or domains brought about by non or late payment is not the responsibility of the Company. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.



6) Photographs and Images:

- a. Any images or photographs that you supply should be in digital format, usually no smaller than 1024x768 pixels for web projects, for print or design projects we will require high-res images at 300dpi. Traditional paper photographs requiring scanning are acceptable, however, there may be additional costs incurred due to time spent scanning and retouching the images. This depends entirely on the project and the number of images involved.
- b. Any images that the company are asked to obtain from third party photographers or stock photography will be charged as an additional cost.
- c. The Client guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Company for inclusion in their website, or other design, are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend the Company and its subcontractors from any liability (including solicitors fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.
- d. Evidence of ownership or permissions may be requested by the Company.

7) The Copyright:

- a. After the initial 12 month period, copyright is automatically assigned as follows:
- b. The Client will own, or have express permission to use, the text files, images, graphics and any visual elements, video or sound bytes, that you may have sent to us to use in connection with the project.
- c. The company will maintain copies of all the files used in connection with your project and if you require a disc copy of all the files used in connection with your project, then the company will be happy to supply this to you. Copies of the website files or design files are maintained by us for a reasonable time (usually at least one year), and if you are hosting with us, then files are maintained on external servers.
- d. The copyright to the markup, CSS files, other code that may have been used by us for you, or certain images that the company may have supplied to or for you are licensed to you in connection with this web design project, and will be licensed solely to the domain name on which the website files reside. If you own the domain name, then you own the copyright.
- e. At the bottom of the website page(s) after payment has been completed, usually it will say Copyright and the name of your business or company. The company do however reserve the right as the Company responsible for the design and/or development to place a small and unobtrusive link at the bottom of your website, thereby not hindering or distracting from your own website design.
- f. As the design company the company also reserve the right to display and link to your completed project as part of our portfolio, and to write about the project on other web sites, or digital publications of any design and source. Please inform us in advance of the website going live if you DO NOT want us to add your site to our portfolio of work.

8) Hosting:

- a. To ensure superior levels of reliability and performance, all our clients websites are hosted on a high speed, state of the art managed shared, VPS or dedicated servers which utilizes a guaranteed minimum uptime service availability level of 99.99%. Details of the exact specification of our servers are freely available to all our clients and will be given upon request.

10) Confidentiality:

- a. The Company and any third party associates agree that, unless directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information.



- b. The Company and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998. This information will also be used to identify the Client in communications with them and to contact the Client from time to time to offer them services or products that may be of interest to or benefit the Client.

11) General:

- a. If the Client does not respond to the Company's request to discuss or choose ongoing support options, the client will automatically be placed on what the company feels is the most appropriate support package.
- b. A small admin fee is payable for switching the client to another hosting provider.
- c. Hosting only clients, will be charged at our normal hourly rate for any further changes or updates to their website.
- d. There may be an additional fee for any design changes requested after the initial agreed design has been signed off.
- e. The Company is not responsible for writing or inputting any text copy unless this has been specified by the client.
- f. If you are hosting the website elsewhere, the Company cannot guarantee that the website is fully compatible with all hosting provider's server operating systems, especially any contact forms, Content Management Systems, database driven websites, etc.
- g. The company do not offer any technical support for any other web site hosting company that you may choose (if you select not to host the website with us).
- h. The company cannot guarantee that the functions contained within any web page (or part of your website design), will always be error free, and therefore the company will not be liable in any way whatsoever to you for any third party damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate the web site and any other web pages, even if you have advised us of the possibilities of such damages.
- i. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Just the same as a fine, you cannot transfer this contract to anyone else without our consent or permission.
- j. This contract remains in force and need not be renewed.
- k. Although the company have tried to keep this contract language simple, the intentions are serious, and the contract is a legal document under the exclusive jurisdiction of English Law and Courts

Changes to these Terms and Conditions:

Pixel Beach Limited reserves the right to add, delete, or modify any provision of these Terms and Conditions at any time without notice. Failure to receive notification of a change does not make those changes invalid. These Terms and Conditions will always be available to download or print from our website.

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