

Full Terms and Conditions

These are the full terms and conditions that apply to all products and services provided by *arupdesigns.co.uk*. If you would like a .pdf version of this document, for your own records or for printing then please click here for full terms and conditions.pdf

This Agreement is made between *arupdesigns.co.uk* and the party contracting the services (the Client), and becomes effective upon the date that *arupdesigns.co.uk* accepts this signed agreement (be that by email, Royal Mail post, or in person) for the contracting party (the Client) to use the service or services requested. Please note that *arupdesigns.co.uk* reserves the right to refuse services to anyone.

Definitions

“Agreement” means any agreement made subject to these Terms and Conditions, which shall incorporate or be subject to these Terms and Conditions. In this Agreement the party who is to receive the Services provided, shall be referred to as the “Client” and the party providing the Services shall be referred to as “*arupdesigns.co.uk*”. “Services” means web site design and construction, domain name registration on behalf of the Client, web site hosting set-up and email set-up, web site maintenance, advertising code placement and any other service or facility provided by *arupdesigns.co.uk* to the Client.

Signing-off

Larger projects will be split into phases by *arupdesigns.co.uk* each of which will require written approval by the Client. Upon approval and the agreed amount paid for that phase, the next phase will commence. This process continues until the completion of the project.

Payments

arupdesigns.co.uk accepts payment by cheque, credit card, paypal or cash. A 10% non-refundable deposit is required for the commencement of work on the custom template. The phases are then proposed by *arupdesigns.co.uk* to the Client. The Client agrees to pay the agreed amount upon approval of each phase of the project. All other services must be paid in advance. The Client will be liable for a returned cheque charge of £25.00

Pricing

arupdesigns.co.uk may change or update its pricing structure without notice. *arupdesigns.co.uk* may also make improvements and/or changes in the products and/or services at any time without prior notice.

Delivery Arrangements

Completed projects shall be delivered to the Client by means of electronic data transfer from *arupdesigns.co.uk* to the hosting server of the Client. The Client may also request a copy of all data used for the project to be delivered to them on disc by post at no additional charge. Any materials used during the project that are the property of the Client will be returned to them.

Governing Law

This Agreement shall be governed by and construed in accordance with English law and the client hereby submits to the non-exclusive jurisdiction of the English courts, and any alteration to part of the agreement shall not invalidate the remainder.

Damage in Transit

arupdesigns.co.uk will do its utmost to ensure that goods are dispatched in good order. The client can request that the goods are insured against damage during

transit. *arupdesigns.co.uk* may not be held responsible for goods damaged during transit and the responsibility lies entirely with the carrier. This includes goods transferred electronically via network connections where file corruptions may occur.

Force Majeure

No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or (telephone service), and no other Party will have a right to terminate this Agreement in such circumstances.

Quality

arupdesigns.co.uk makes every effort to design pages which display acceptably in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed. *arupdesigns.co.uk* will make every reasonable effort to promote the website effectively but cannot guarantee high placings in search engine results.

Warranties and Liability

arupdesigns.co.uk will use its best endeavours to ensure the Services are free of errors. *arupdesigns.co.uk* may not be held responsible for any errors that may arise in the course of performing the Services. Such errors include but are not limited to: grammatical or spelling errors on web pages; misplacement of text or graphics on web pages; malfunctioning of interactive elements included in the web site pages. *arupdesigns.co.uk* does not accept any liability for losses or damages arising from errors within the Services.

Right to Refuse

arupdesigns.co.uk reserves the right to refuse to construct a web site which may be judged as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.

Copyright

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphics, registered company logos, names and trademarks or any other material supplied to *arupdesigns.co.uk* by the Client for the design and construction of any web pages. Acceptance of this Agreement shall be regarded as a guarantee by the Client that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested. No responsibility will be accepted by *arupdesigns.co.uk* for damages to or losses incurred by the Client from the use of material for which the required permission or authority has not been properly obtained. The Client is required to ensure that the content of their web site pages meets all the current UK government legislation regarding publications. The Client shall further indemnify *arupdesigns.co.uk* in respect of any claims, costs or expenses that may arise from any material included in the Client's web site pages.

Product Ownership

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Product") developed in whole or in part by *arupdesigns.co.uk* in connection with the Services shall be the exclusive property of *arupdesigns.co.uk*. Two noted exceptions are:

- Any and all HTML documents created specifically for the Client are the property of the Client.
- Any and all graphics created specifically for the Client are the property of the Client.

Cancellation of Contract

Cancellation of web site design services may be made at or before the first phase of the project, in which instance the Client will pay compensation for any design work completed. Cancellation of design Services after the first phase may, in the first instance, be made by telephone, but must be confirmed in writing from the original signature. The Client agrees to pay, and will be invoiced, for work completed to the date of first notice of cancellation.

Disclaimer

arupdesigns.co.uk does its best to ensure that the clauses of these terms and conditions are accurate and valid at the time of writing, any errors or omissions therein cannot be used as grounds for a claim against *arupdesigns.co.uk*. *arupdesigns.co.uk* reserves the right to update the terms and conditions without prior warning. If these changes occur during a contract then the Client will be informed of such changes.

Additional Charges

arupdesigns.co.uk will add additional charges for any work that falls outside those outlined in the original agreement. These include but are not limited to placement of advertising code, editing incorrect grammar and spelling and for overdue payments.

Updates

arupdesigns.co.uk will update the Client's website only if that has been agreed prior to the commencement of the project. *arupdesigns.co.uk* will honour an update voucher or update subscription provided that it falls within its expiry date.

Client Content Availability

The Client will provide content for the proposed project in the appropriate formats. Text should be submitted as text file or a word processor file rather than printed matter. Photographs should be submitted in .jpg, .gif or .png formats rather than printed photographs. Sound and video to be used on the website should be submitted in the format in which they are to be used. Sounds in .mp3, .wma, .mov or other format that conforms to web standards. Video should be submitted as .mpg, .mov, .flv or a format that conforms to web standards. *arupdesigns.co.uk* does not undertake to provide file format conversions for the Client.

If the Client is unable to provide the required content for their site within the time agreed at the commencement of the project, then the project will be considered to be terminated and any remaining fees should be paid immediately.

Hosting and Domains

The registration of domain names and the maintaining of hosting accounts are the sole responsibility of the Client. *arupdesigns.co.uk* will offer help and support in this matter but charge the current fee for the registration of domain(s) and the setting up of a hosting account. The Client is advised to note the expiry dates of the aforementioned services.

Third Party Software

Any third party scripts, cgi applications, php scripts, or software installed by *arupdesigns.co.uk* for the Client cannot be guaranteed by *arupdesigns.co.uk*. It is the responsibility of the Client to contact the provider of the said software for any assistance that may be required. *arupdesigns.co.uk* will install third party software at the Client's own risk.

Support

Help and support are provided free of charge by e-mail or by telephone for the duration of the project. Further support is provided on this website. Client support by e-mail and telephone are not provided after the completion of the project.

Complaints

If you have any complaints about the quality of service you have received from *arupdesigns.co.uk* please e-mail arup@arupdesigns.co.uk. Please state the full nature of your complaint. *arupdesigns.co.uk* takes customer satisfaction very seriously and will investigate your complaint promptly and thoroughly.

Refund Policy

A full refund will be given for any unused item up to 14 days after the date of purchase. A valid proof of purchase is required. A dated invoice is a valid proof of purchase.

A full refund will be given on any damaged or faulty goods. All products are thoroughly tested prior to delivery, however some bugs and errors can be missed. A replacement product or repair service will be offered prior to the refund, but the Client is at liberty to choose either option.

Design Credit

Web pages that have been designed and built by *arupdesigns.co.uk* will have a link at the bottom of each page with a uri pointing to the designers main site. If the Client wishes to have this link removed *arupdesigns.co.uk* reserves the right to charge a link removal fee. The Client may ask for the link to be removed at the start of the project at no extra charge.

Confidentiality and Non-disclosure

arupdesigns.co.uk will not at any time or in any manner, either directly or indirectly, use for the personal benefit of *arupdesigns.co.uk*, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Client. *arupdesigns.co.uk* will act reasonably to protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon request, *arupdesigns.co.uk* will return to the Client all notes, records, documentation or other items belonging to the Client that were used for the Services of this Agreement.

Abandoned Projects

If the Client fails to maintain contact during the project without giving any prior notice for more than 30 days, this will be deemed an “Abandoned Project”. The Client will be invoiced for any outstanding fees.

The Client will be informed of an Abandoned Project by a Reminder Invoice. The Client has 2 weeks from the reminder date to pay the amount in full or an overdue payment fee of £25 may be levied after which the account will be transferred to a debt collection agency.

Deposits

A non-refundable deposit will be charged at the start of the project which will be 10% of the cost of the project up to a maximum of £50.00.

Overdue Payment Fees

All invoices should be paid within 30 days of the invoice date. Overdue invoices are sometimes offered a grace period but can be charged a Overdue Payment Fee of £25.00.