

# Design Atom

# Terms & Conditions

## Application

The following terms form the contract between Design Atom and the Client. All work will be carried out to these conditions, and to the exclusion of all other terms and conditions. No variations to these conditions shall be effective unless agreed in writing and signed by both parties. We reserve the right to change any or all of these conditions for new projects and our current terms shall be those displayed on our website. Any waiver or indulgence granted by us shall not affect our rights. This agreement will be governed and construed in accordance with English Law. Where any clause is deemed unenforceable by a court of law the remaining clauses herein shall continue to apply as though that clause did not exist.

By placing an order you agree to be bound by these terms and conditions.

## Definitions

The following definitions are applied to terminology used throughout this document.

- We, Us and related words applies to Design Atom and our employees. You applies to the client, their employees or representatives.
- The Client is a company, business, organisation, person or persons being supplied with any of the services offered by Us.
- In Writing refers to correspondence either by letter, facsimile or email and sent to an address or number that has been specified by the respective party for the purpose of receiving correspondence.
- The Project or Solution is the work carried out by Us, and confirmed in writing by Us hereafter known as the Agreement. The duration of the project will be the time from confirmation of your order until final payment has been made or warranty has expired whichever is the latter.
- Application is a software process that carries out a specified task, either on its own or as part of a larger process.

- Hosting is the process of providing a functioning website on our nominated supplier's servers.
- Domain Name is the Uniform Resource Locator (URL) otherwise known as the website address which is specified by the Client.
- Content is the text and images that the Client requires on their website or application.
- Software is the programming code that allows the website or application to function as specified.
- Payment refers to cleared funds in our bank account.

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1. The scope of the project will be that agreed between the Client and Us, and then confirmed by Us in the Agreement.
2. At the commencement of the Project both parties shall provide each other contact details for the purposes of correspondence. These shall include a postal address, email address, telephone number and where available a facsimile number. It is each party's responsibility to ensure these details are correct and kept up to date throughout the duration of the project. Any correspondence sent to the most recent contact details will be deemed to have been delivered.
3. It is the Client's responsibility to ensure that they undertake sufficient research to determine the scope of their requirements, and that the implementation of their specification is not illegal. We shall not be responsible for carrying out additional work because the Client has failed to undertake their duties with respect to this clause. The Client indemnifies Us from any legal action taken by any third party because they proposed a design which was not legal and/or breached any copyright or patent. In such an event the Client shall be responsible for paying all penalties, expenses and costs that We incur because of such a breach.
4. The Client is responsible for the accuracy and legibility of their order. At commencement of the Project We shall provide in writing an Agreement of the work to be completed. It is the Client's responsibility to check the Agreement and to notify Us within 3 working days of any errors or omissions. Failure to do so may result in additional charges for extra or corrective work carried out by Us in the course of the Project.

5. Payment will be made strictly in accordance with the Agreement. Unless otherwise agreed by Us, new customers are required to provide a deposit of 25% of the Project value prior to commencement of work. It is your responsibility to ensure that all Payments are received by Us no later than the dates specified in the Agreement. If payment is not received at any stage of the Project we reserve the right to suspend further work, without penalty, until such time as Payment has been made. If final Payment is not received we reserve the right to suspend any ongoing services that we may provide and disable your website or application. All design, software, documentation or other content provided by Us remains our property until final payment is made. Thereafter all material provided under the Agreement is the property of the Client unless otherwise specified.
6. In the event of non-Payment for any service, or part thereof, that We provide, We reserve the right to recover such monies, plus statutory interest at the rate set by law, from the Client. The Client shall become responsible for any additional sums incurred in retrieving the outstanding monies. At our discretion We may sell the debt to a third party.
7. The entire project cost, plus any outstanding monies, will become payable immediately and on demand, should any of the following conditions apply:
  - You become bankrupt or die.
  - Being a limited company or partnership, You have a petition for the making of an administration order, or for compulsory or voluntary liquidation, or a receiver is appointed over your assets.
  - You cease to trade or threaten to cease to trade.
  - You fail to observe or perform your duties as set out in these conditions.
8. If requested by the Client, We shall provide an expected completion date for the Project. Whilst We shall take all practicable steps to ensure that We complete the Project by that date, we cannot guarantee to finish by then.
9. Domain Names will be registered by Us on your behalf. You will be the legal owner of the Domain Name and your contact details will be provided to the sponsoring registrar. We will host the domain name on our supplier's servers but you are free to move your Domain Name to a server of your choice and, at your request, we shall provide all necessary assistance within a reasonable time and without further charge. Please note that

international registration rules prevent a Domain Name being moved within 60 days from when it was first registered.

10. We shall try to register your preferred Domain Name(s) but cannot guarantee that this will be available or that we will succeed with the registration. If your preferred Domain Name is not available then we shall suggest up to 10 alternatives which are known to be currently available. You are free to choose any of our suggestions or provide your own, and we shall endeavour to register your choice. If you do not choose a suggested alternative or provide your own suggestion then we may charge for further searches.
11. If You require our detailed domain search services then We shall carry out an extensive evaluation of the domain market for the terms and phrases that You provide. Our results may include Domain Names that are already registered and those that are currently available. Should You choose to acquire one or more Domain Name(s) then We shall endeavour to secure it/them for You but We can make no guarantees for the success in doing so.
12. If You use our Domain Name brokerage service We shall negotiate with the current owner of the Domain Name in an attempt to secure the domain on your behalf. We cannot guarantee that the current owner will sell the Domain Name or they will accept the price We offer. Whether the negotiations are successful or not, You will pay Us a brokerage fee as set out in the Agreement. If negotiations are successful and the Domain Name is acquired for You then You will also pay a transfer fee for the management of that service.
13. It is the responsibility of the Client to re-register their Domain Name(s) and to pay the sponsoring registrar when the current registration expires. We cannot be responsible for any losses should you fail to re-register your Domain Name(s).
14. All software, images and associated material shall be provided on the basis that they are used solely for the purposes provided. The Client may not copy any material, nor use it for a different application or website. No material may be distributed or sold to any third party unless this was specified in the Agreement and forms part of the intended use for the website, database or application.
15. Where Hosting forms part of the Agreement we shall endeavour to provide a reliable and professional service but cannot guarantee that the website will be available at all times, particularly in the event of any failure beyond our reasonable control.

16. If the Client does not use our Hosting facilities, then the management and Hosting of the website is their responsibility. The Client is responsible for providing all usernames and passwords needed by Us to upload their website onto their chosen servers. Alternatively We can provide a full copy of the website for the Client to upload themselves.
17. Where material is provided by Us as part of a Project, including animation, video, or PDF documents, We shall provide that material in a common format suitable for its purpose. We cannot guarantee that the end user of any material has installed or uses an application suitable for accessing such material.
18. Search engine placement is beyond our control and any service we provide cannot guarantee a specific search engine ranking or placement.
19. We cannot be held responsible for anything that affects the Client's business operation, sales, or profitability and which may or may not, be claimed is a result of the service offered by Us.
20. The Hosting renewal charge must be received within 10 working days before the current Hosting expiry date. We reserve the right to disable and remove any website from our servers where Hosting has expired and the Client has not paid the renewal charge. In such an event there will be an additional fee applied for re-installing and activating the website.