



## OUR TERMS OF BUSINESS

The following Terms and Conditions of Service apply to all services provided by Answers.

All work is carried out by Answers on the understanding that the client has agreed to our terms and conditions.

Copyright is retained by Answers 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 Answers as fulfilling the contract. All of the designs remain the property of Answers, unless agreed in writing that this arrangement has been changed.

**Project Acceptance** At the time of proposal, Answers will provide the customer with a written estimate or quotation. A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Answers. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept our terms and conditions. No work on a project will commence until either document has been received by Answers.

**Design Charges** Charges for design services to be provided by Answers, will be set out in the written estimate or quotation that is provided to the customer.

**Payment** The customer will be provided with an Invoice on completion of the project. Payment is required within 7 days of the invoice date. Payments may be made by cash, cheque or previously agreed electronic funds transfer. Returned cheques will incur an additional fee of £50 per returned cheque. Answers reserves the right to consider an account to be in default in the event of a returned cheque.

**Default** An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Answers shall be considered entitled to remove Answers' and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Answers reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

**Copyrights and Trademarks** By supplying text, images and other data to Answers for inclusion in the customer's web site or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner. By supplying images, text, or any other data to Answers, the customer grants Answers permission to use this material freely in the pursuit of the design.

Should Answers, or the customer supply an image, text, audio clip or any other file for use in a web site, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Answers to remove and/or replace the file on the site. The customer agrees to fully indemnify and hold Answers free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

**Alterations** The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The customer also agrees that Answers holds no responsibility for any amendments made by any third party, before or after a design is published.

A N S W E R S

CORPORATE PRESENTATION THROUGH WORDS AND DESIGN

10 STANLEY ROAD - PEEL - ISLE OF MAN - IM5 1NX - BRITISH ISLES

0044 1624 843641 - mike@answers.im - www.answers.im

**Rights of Access for Web site Construction** The client agrees to allow Answers all necessary access to computer systems and other locations, as required, in order to complete a web site project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow Answers access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions. The customer agrees to supply Answers with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

**Design Project Completion** Answers considers the design project complete upon receipt of the customer's signed Approval.

**Web site design only** Once web design is complete, Answers will provide the customer with the opportunity to review the resulting work on our testing server. Answers will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Answers by e-mail or fax and confirmed by post. For live websites, we will make minor copy changes to a maximum of 5 pages, three times a year at no charge. Major changes to images, colour schemes or any navigation features will be charged at either our hourly rate or at an agreed fee.

**Hosting websites** Answers do not offer in-house hosting services. We can only suggest possible sub-contractors and cannot guarantee continuous service and will accept no liability for loss of service, whatever the cause. Answers may request that clients change the type of hosting account used if that account is deemed by Answers to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the web site Fees due to the hosting organisation are the responsibility of the client and Answers are not liable for their payment.

**Rights of Refusal** Answers will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Answers also reserve the right to refuse to include submitted material without giving reason. Any images and/or data that Answers does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Answers to remove the contravention without hindrance, or penalty. Answers are to be held in no way responsible for any such data being included.

**Cancellation** Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Answers will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed to date. The monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Answers within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

**Disclaimer** Answers makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Answers will not be held responsible for any and all damages resulting from products and/or services it supplies. Answers is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Answers responsible for any such loss or damage. Any claim against Answers shall be limited to the relevant fee(s) paid by the customer.

Answers reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Answers will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Answers and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Answers recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

**General** These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Answers reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

**Acceptance of Quotation and Terms and Conditions** The placement of an order for design and/or any other services offered by Answers and validated by the customer's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Answers.

## A N S W E R S

CORPORATE PRESENTATION THROUGH WORDS AND DESIGN

10 STANLEY ROAD - PEEL - ISLE OF MAN - IM5 1NX - BRITISH ISLES

0044 1624 843641 - mike@answers.im - www.answers.im