

TERMS AND CONDITIONS

The following Terms and Conditions document is a legal Agreement between us, Infiniti Graphics (“IG/ Company”), and you (“Customer/Client”) for the purposes stated. These Terms and Conditions set forth the provisions under which the Customer may use the services rendered by us. If you are a new Customer and/or there is no existing Agreement with IG, the following are our standard terms of working.

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GENERAL

ACCEPTANCE

It is not necessary for any Client to have signed an acceptance of these Terms and Conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these Terms and Conditions in full. Please read these Terms and Conditions carefully. Any purchase or use of our services implies that you have read and accepted these Terms and Conditions.

TERMINATION

Termination of services by the Client must be requested in a written notice and will be effective on acceptance of such notice. The Client will be invoiced for any work completed to the date of first notice of termination. In the case termination is initiated by the Customer before any deposit is in our account, but after any contract is signed or quote accepted, the Company reserves the right to demand payment of the deposit immediately. IG reserves the right to cancel the service at any time if a Customer contravenes these Terms.

SUSPENSION OF SERVICES

We reserve the right to suspend all or any of the services that we have given to you, including those that have been already paid for should any of these terms not be met.

CHARGES AND PAYMENTS

The price that we charge you for our services is stated in your proposal and/or invoice. You will pay to us all the charges on or before their due dates. You can and may request additional services at any time after your Agreement has started. If we agree to provide you with these services you will pay the additional charges they incur. We will charge you for any administration costs and/or loss of work that have occurred for any payment not being met for whatever reason. The charge for non-payment is a minimum of £40. All payment is in Pound Sterling and all prices are displayed ex-VAT unless stated otherwise.

REFUND POLICY

All services are rendered ensuring quality. If at any time in the service rendering process, you are not satisfied with the quality of work, you may bring it to our attention. In general, we will not refund payments on time spent/services rendered, since IG's charges are based on the hours of work spent on the project. If a Customer contravenes the Company's terms of service, a refund will not be issued.

Refunds are only possible if we are unable to render the services to you. The refund will be based on any hours that you have paid for but not used. No refunds will be given for hours spent on research, development, design and administration. All deposits are non-refundable under any circumstances.

COPYRIGHT

The Client retains the copyright to data, files and artwork provided by the Client, and grants IG the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting IG permission and rights for use of the same and agrees to indemnify and hold harmless IG from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. Unless explicitly specified in writing, it is assumed that: IG will hold all copyright to websites, graphic and logo designs and grant the Client the rights to publish and use such material; It will remain the sole intellectual property of IG; IG will own the intellectual property rights in any service given to you. You have no resell rights.

PRIVACY

IG respects privacy of its clients. IG will not monitor, edit, or disclose any personal information about your accounts, including hosted content, without your prior consent, unless IG has a good faith belief that such action is necessary to: (a) comply with legal process or other legal requirements of any relevant authority; (b) protect and defend the rights or property of IG; (c) enforce the terms of a Task Order, or these Terms and Conditions; or (d) protect the interests of users of IG's hosting services. You acknowledge and agree that your IP address is transmitted and recorded with each message sent from the hosting service. You will maintain secrecy of your passwords and will be solely responsible for any unauthorised access to your account by any person.

LIMITATION OF LIABILITY

Infiniti Graphics hereby excludes itself, its employees and/or agents from all and any liability: IG shall not be liable for any loss or damage, including but not limited to loss of data, loss of profits/sales, website downtime, loss of business and/or staff, caused by or arising (directly or indirectly) from inaccuracy, omission, delay or error. The entire liability of IG to the Client in respect of any claim whatsoever or breach of this Agreement, shall be limited to the charges paid for the Services under this Agreement. We are liable to you to cover the contract and services provided to you as long as none of the other points in this contract are broken by you.

INDEMNITY

You agree to use all Company services and facilities at your own risk and agree to defend, indemnify and hold IG harmless from any and all demands, liabilities, losses, costs and claims. You agree that this indemnification extends to all aspects of the work completed by IG.

WARRANTY DISCLAIMER

IG will not be responsible for any losses or damages your business may suffer. IG makes no warranties of any kind, expressed or implied for services we provide. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by IG or its employees. The Company cannot guarantee the functionality or operations of a website or that it will be uninterrupted or error free. While every attempt will be made in the unlikely event of any corruption, software or hardware failure to restore website data and content, the Company cannot guarantee a website be restored to original state. IG is not responsible for any content published on your website, in graphic design or print services that infringes any law, copyright or compliance. The Customer is solely responsible for the security, confidentiality and integrity of all the content and messages received, transmitted through or stored on the web/server hosting service.

GENERAL

These Terms and Conditions supersede all previous representations, understandings or agreements. To maintain the quality of our service to our clients we reserve the right to change these Terms and Conditions and the nature of our services at any given time.

NOTICE

All notices must be in writing via email or addressed to 43 Morton Close, CB7 4FD. Notices to the Customer will be considered validly given if addressed to your address.

SEVERABILITY

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision.

AUTHORITY

The signatory to this Agreement warrants that he/she has the authority to commit the Customer to this Agreement.

WEBSITE DESIGN

INTELLECTUAL PROPERTY

Copyright of the completed web designs, images, pages, code and source files created by the Company and any other intellectual properties belong to Infiniti Graphics unless otherwise agreed to before the contract has started. The intellectual properties always remain in IG's possession, unless otherwise agreed on an individual basis. These Terms of the Agreement grant a non-exclusive limited license to the extent that use of this website is restricted to a single company of yours. You are not permitted to use a design for more than one website without prior written Agreement between you and the Company. You agree that resale or distribution of the completed files is forbidden unless prior written Agreement is made between the Customer and the Company. If you wish to move the completed web designs, images, pages, code and source files created by the Company and any other intellectual properties belonging to Infiniti Graphics to a hosting provider other than IG, the Company reserves the right to charge for this. This fee is equal to 50% of the total website build cost. If you choose not to pay this fee, IG reserves the right to cancel the transfer request.

SEARCH ENGINE OPTIMISATION

Our websites are Search Engine Optimised and built for the most popular browsers - these are, but not limited to, Safari, Google Chrome and Mozilla Firefox. You understand that Search Engines are independent companies who select and rank sites using their own criteria. We will optimise your website and pages to enable them to appear on search engines; however IG cannot guarantee appearance and position on search engines. While you should follow IG's recommendations for optimising your website for Search Engine listing, in order to maximise its chances of increasing its Search Engine exposure, you acknowledge that IG does not and cannot guarantee that the Customer's website ranking will be improved in any Search Engine listing. IG's list of the most important Search Engines includes those that IG considers to be the most important with regard to popularity, language, content, location, coverage or any other criteria that IG considers suitable.

WEBSITE UPDATES

After completion of the site and once the balance has been paid, you or a third party of your choice may wish to edit your website to make updates and changes. However, you agree that in so doing you assume full responsibility for any issues which occur as a result. If you or a third party of your choice edits the website pages and/or code and this results in functionality errors or the page displaying incorrectly, then the Company reserves the right to quote for work to repair the website.

PAYMENT TERMS

Payment is to be made in two instalments unless otherwise stated at the time of contract. We take 25% of the total fee upfront as a non-refundable deposit, and the remaining 75% balance before the site is set live. No work will be undertaken until the deposit is in our account. If the Customer requests alterations to design or content that has already been completed, or new pages or different functionality other than that specified in the original proposal and quotation, the Company reserves the right to quote and charge separately for these alterations at our standard hourly rate. In the event a website needs maintenance, updates or changes to design or content once the balance has been paid, you agree to pay the charges at our standard hourly rate. The standard hourly rate is £40 per hour.

All invoices must be paid in full within 15 days of the invoiced date, except where agreed at the Company's own discretion. The Company reserves the right to decline further work on a project if there are invoices outstanding with the Customer. Any non-payment of an invoice is subject to a £40 administration charge. The Company reserves the right to remove its work for you from the Internet if payments are not received. If you do not provide us with the artwork or relevant information to complete the site within 60 days of acceptance of the proposal, the contract will be deemed complete. In such an event, all outstanding payments shall be paid immediately.

WEBSITE HOSTING

We host via cloud-hosting providers, which allow Infiniti Graphics full access to files and resources. All websites we build are subject to hosting on our server; IG only works with clients who host on IG servers to benefit the Client and website in terms of speed, reliability and access for on-going maintenance. Our hosting package includes the hosting of your website files, regular backups and supply of a secure service, as well as domain management and email hosting (if the Customer has chosen to host these with IG).

IG offers an unlimited usage policy by maintaining very large ratios of bandwidth per Customer. In rare cases, IG may find a Customer to be using server resources to such an extent that he/she may jeopardise server performance and resources for other Customers. In such instances, IG reserves the right to impose limits to usage for the consideration of all Customers. IG reserves the right to move your data to a different server without prior notice. Resources are defined as bandwidth, processor utilisation or disc space.

IG may implement the following policy at its sole discretion: When a website is found to be monopolising the resources available, IG reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby IG continues hosting the website for an additional fee.

DOMAINS

Domain hosting and management is included at no extra charge with websites hosted on IG's server. However, the Customer may choose to host and manage their domain elsewhere; this does not affect the website hosting terms. If IG host and manage the domain, the domain name is registered in the Customer's own name, with the address and contact details of the Company. You should be aware that the domain name is registered through a registrar and as such you shall agree to fully abide by the Terms and Conditions set out by the third party for such services. Although there are multiple registrars across the world, Nominet are the domain registrar in the UK. You agree that the information submitted for registration of domain names is then available to the general public via the registrars Whois system.

EMAILS

Emails are supplied with domain names hosted with Infiniti Graphics at no extra charge. IG takes no responsibility for emails hosted elsewhere.

PAYMENT TERMS

All hosting accounts are set up on a monthly rolling contract, on a pre-pay basis and are non-refundable. The fee is £10 per month, although IG reserves the right to change prices of accounts or services at any time. This fee includes the hosting of website files, regular backups, domain management and email hosting. This fee does not include updates or changes to your website. Payment is due on the 28th day of every month following the date the account was established (when the website was set live). Customers will

automatically be charged again at the end of their pre-pay period unless closure notification has already been given. If you do not cancel your Agreement seven days before the end of the current pre-pay period, then you are liable for another one month's charge.

In situations where the Customer has not paid, IG will immediately suspend all services online until the outstanding charge is processed successfully and you shall still be liable to pay for the ongoing hosting fees. In addition IG reserves the right to suspend the other services until the outstanding debt is cleared. Any non-payment of a recurring invoice is subject to a £40 administration charge. The Customer is responsible for all money owed on the account from the time it was established to the time the Customer sends a termination request.

You are liable to pay the Company for any domain name registrations, including but not limited to: further domain name registration fees, domain name transfer charges, domain name renewals and any other related or hidden charges levied by a third party of which IG are not aware. Infiniti Graphics will make every effort to renew your domain names on your behalf. In case it is not renewed, Infiniti Graphics cannot be held responsible for non-renewal of your domains and as a Customer you should check to see if your domain names have been renewed. You agree to pay the domain name fees and all renewal fees as soon as demanded by the Company. In the event of non-payment, Infiniti Graphics may take ownership of your domain name. All payment is in Pound Sterling and all prices are displayed ex-VAT unless stated otherwise.

GRAPHIC DESIGN

INTELLECTUAL PROPERTY

Copyright of the completed designs, images, or other material created by the Company and any other Intellectual properties belong to Infiniti Graphics unless otherwise agreed to before the contract has started. These Terms of the Agreement grant a non-exclusive limited license to the extent that use of the designs are restricted to a single company of yours. You are not permitted to use a design for more than one product/service without prior written Agreement between you and the Company. You agree that resale or distribution of the completed files is forbidden unless prior written Agreement is made between Customer and the Company.

PAYMENT TERMS

Payment is to be made in one instalment unless otherwise stated at the time of order. We take the total fee once the project is complete, but before sending any final designs. All invoices must be paid in full within 15 days of the invoiced date, except where agreed at the Company's own discretion. The Company reserves the right to decline further work on a project if there are invoices outstanding with the Customer. Any non-payment of an invoice is subject to a £40 administration charge. If you do not provide us with the artwork or relevant information to complete the design within 60 days of the initial order, the contract will be deemed complete. In such an event, all outstanding payments shall be paid immediately.

Infiniti Graphics will price individual projects based on hours and will apply an allocation of the maximum hours needed for the project. If the Customer requests design or content alterations to a design that has already been completed, or new content, different than that specified in the original quotation, the Company reserves the right to quote separately for these alterations and additions; in case a project is to overrun on hours, you agree to pay the charges at our standard hourly rate. The standard rate is £40 per hour.

LOGO DESIGN

INTELLECTUAL PROPERTY

Copyright of the completed designs, images, or other material created by the Company and any other Intellectual properties belong to Infiniti Graphics unless otherwise agreed to before the contract has started. These Terms of the Agreement grant a non-exclusive limited license to the extent that use of the designs are restricted to a single company of yours. You are not permitted to use a design for more than one product/service without prior written Agreement between you and the Company. You agree that resale or distribution of the completed files is forbidden unless prior written Agreement is made between Customer and the Company.

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PRINT SERVICES

PAYMENT TERMS

Payment is to be made in one instalment unless otherwise stated at the time of order. We take the total fee before the project is sent to print. All invoices must be paid in full within 15 days of the invoiced date, except where agreed at the Company's own discretion. The Customer understands any delay in payment will result in a delay of processing the order to print. The Company reserves the right to decline further work on a project if there are invoices outstanding with the Customer. Any non-payment of an invoice is subject to a £40 administration charge. If you do not provide us with the artwork or relevant information to complete the project within 60 days of the initial order, the contract will be deemed complete. In such an event, all outstanding payments shall be paid immediately.

If the Customer requests design or content alterations to a design that has already been completed, or new content, different than that specified in the original quotation, the Company reserves the right to quote separately for these alterations and additions; in case a project is to overrun on hours, you agree to pay the charges at our standard hourly rate. The standard rate is £40 per hour.

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