

## Aberdot – Terms & Conditions

1. Definitions
  - a. "We", "us", "our" and "ours" refer to Aberdot.
  - b. "The client" means any private individual, sole trader, partnership, limited company public limited company, incorporation or charitable organisation.
  - c. "Services" are the works performed by us for or on behalf of the client.
  - d. "Timetable" means the schedule defined in the proposal (if there are any) or as otherwise agreed from time to time between the client and us.
  - e. "Agreement" indicates the client's approval for work to commence and shall be deemed a contractual agreement between the client and us which is subject to these conditions.
  - f. "Charges" means the fee payable by the client for the provision of the services.
2. Obligations
  - a. We will provide the services agreed in writing and ensure that those are delivered in accordance with the timetable to the best of our ability.
  - b. The client is responsible for providing us with all requested information and data to provide the services and to allow us to comply with the above conditions.
3. Charges
  - a. Any and all sums due shall be paid within the timescale specified in the invoice (normally within 30 days of the invoice date).
  - b. Where the total estimated cost of the service exceeds £1,000, the client shall pay a deposit of up to 50% prior to the commencement of the services.
  - c. Under the late payment registration, we reserves the right to charge interest on all overdue accounts, from the date on which payment is due until the date that payment is received at the rate of 2% above Lloyds TSB base rate.
  - d. We reserve the right to increase the charges if the client requests changes to the services which depart from the original agreement. Prior notice and separate quotation will be provided before we commit to these extra services.
  - e. Billing disputes must be reported within 20 days of receipt of invoice from us.
  - f. Quotes are valid for 30 days from the date of issue. All prices quoted can be changed without notice after this period.
  - g. If a cancellation of the services is made through no fault of us, after commencement of the services, a cancellation fee of up to 50% will apply.
4. Limited liability
  - a. By requesting our services the client agrees to accept our terms and conditions and that our total liability to the client shall be limited to the purchase price actually paid to us.
  - b. We shall have no liability for loss of profits, business or revenue nor for any other indirect or consequential loss.
5. Design Credit
  - a. We retain the right to use any design created by us as a "portfolio" item displayed on our web site, brochure and advertising.
6. Copyright
  - a. All artwork, animation, source code, application designed or developed by us remain the intellectual property of us until payment has been received in full from the client.
7. Privacy policy
  - a. We are committed to protecting the privacy of the clients and do not disclose their details to other third parties.
8. Right to terminate
  - a. We reserve the right to refuse or break a contract without prior notice, if it is believed that the client or any material provided by them for websites, animations or translations is illegal, immoral or otherwise unacceptable.
9. Search engine optimisation
  - a. Although every effort is made to promote the site, it is not possible to guarantee a specific result on any search engine within a rigid timescale, nor can we quantify the level of increased traffic or sales as a result of the search engine optimisation service.
10. Domain name registration and website hosting
  - a. We will hire third parties to provide domain name registration and website hosting services. Those services are only available for the client who employs our website design and development service.
  - b. We will register domain names under the client's name with the appropriate authorities. The contract of registration is between the client and such an authority and we will ensure that our client adheres to its terms and conditions and will be responsible for all administration.
  - c. We will use a website hosting package supplied by the third party companies to host a website. The contract of registration is between the client and such an authority and we will ensure that our client adheres to its terms and conditions and will be responsible for all administration.
11. Disclaimer
  - a. We will not be liable in any amount for failure to perform any obligation if such failure is caused by the occurrence of any unforeseen events beyond our reasonable control including natural disasters, changes in governmental regulations, war or communication outages.
  - b. We reserve the right to revise its policies, terms and conditions at any time in the future.
- c. We take no responsibility for errors in content supplied by the client for websites, animations or translations.