

## TERMS & CONDITIONS

Please read these Terms and Conditions carefully as they will form a legally binding contract between us, Vimbus Solutions, and you, the client; your acceptance of which is agreed from the moment you sign our Website Agreement, Hosting Agreement or Repair Agreement.

We have made the Terms and Conditions brief, easy to understand, and as straightforward as possible. If you have any questions however, please do not hesitate to contact us from the Vimbus main page. ([www.vimbus.co.uk](http://www.vimbus.co.uk))

### Terminology:

*You* – Hereinafter referred to as ‘The Client’

*Us* – Vimbus Solutions Ltd, hereinafter referred to as ‘The Company’

### What do both parties agree to?

#### i. The Client agrees to

- i. Provide the Company, within a reasonable timescale, everything that is requested from you to complete the Project including text, images and other information.
- ii. Provide the Company with text and images in the format as stated below (see photographs and images)
- iii. Review the Company’s work, provide feedback, and signoff approval in a timely manner.
- iv. Advise, in advance, of any confidential information to be presented by email, written, or verbally, between both parties. Also, for this to be marked as ‘confidential’ in the subject of the email, or clearly on any written documents.
- vi. Provide a minimum of one month notice in writing, or by email should you wish to cancel any development contract.

#### ii. The Company agrees to

- i. Carry out services in a professional and timely manner.
- ii. Make every effort to adhere to any deadlines agreed between us and you.
- iii. Make a reasonable number of revisions to the design, layout, colours etc, until you are satisfied with the design concept or such time as both parties feel an agreement is likely to be reached but no more than 2 major revisions. Additional revisions or design work outside the scope of the project will be charged separately.
- iv. Maintain up to date skills and knowledge through regular research.

**iii. Website Development**

- i. All websites are developed to work primarily across all major browsers and platforms including other devices such as mobile phones and touchpads. However, the Company cannot guarantee complete and/or long term compatibility across every major browser, platform or handheld device due to updates/upgrades by their respective vendors.
- ii. The company cannot guarantee compatibility in old or redundant browser software.

**iv. Payments and Contract Length**

- i. The client will pay 50% of the total development cost upfront to begin the work of the project which cannot be refunded. The remaining 50% of the fee can be paid upon website development completion.
- ii. The clients' website will not be published until the final payment has been paid and hosting fee subscribed to.
- iii. The hosting subscription can be cancelled at any time, but the client will be charged for any hosting time that has already been used for that month. If cancelled, hosting of the website will cease.

**v. Photographs and Images**

- i. Any images or photographs that you supply should be in digital format, no smaller than 1024x768 pixels unless otherwise specified, with a suitable resolution that will allow them to be resized and used on screen.
- ii. Any images that the company are asked to obtain from third party photographers or stock photography will be charged to the client as an additional cost immediately.
- iii. The client guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the company for inclusion in their website, or other design, are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend the company and its subcontractors from any liability (including solicitors fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the client.
- iv. Evidence of ownership or permissions may be requested by the company

**vi. The Copyright**

- i. After the website is published, copyright is automatically assigned as follows:
- ii. At the bottom of the website page(s) after payment has been completed, a copyright notice will be inserted along with the name of your business or company, or in the case of a personal website, your legal name. The company reserves the right as the company

responsible for the design and/or development to place a small and unobtrusive link at the bottom of your website, thereby not hindering or distracting from your own website design.

- iii. As the design company, the company also reserve the right to display and link to your completed project as part of our portfolio, and to write about the project on other web sites, magazines, books, written or digital publications of any design and source. Please inform us in advance of the website going live if you DO NOT want us to add your site to our portfolio of work.

## vii. Liability

- i. The company will not be held liable for any missed launch date or deadline, if the Client has been late in supplying materials, or has not approved or signed off work on time, at any stage.

## viii. General

- i. A website will not launch until a subscription payment has been set up, unless special agreement has been reached in advance.
- ii. Additional costs for extra features and/or additional design costs, not covered by our standard packages, will be agreed and invoiced before the website goes live.
- iii. There may be an additional fee for any design changes requested after the initial agreed design has been signed off.
- iv. The company is not responsible for writing or inputting any text copy unless this has been specified by the client.
- v. If you are hosting the website elsewhere, the company cannot guarantee that the website is fully compatible with all hosting provider's server operating systems, especially any contact forms, Content Management Systems, database driven websites, etc.
- vi. The company do not offer any technical support for any other web site hosting company that you may choose (if you elect not to host the website with us).
- vii. The company cannot guarantee that the functions contained within any web page (or part of your website design), will always be error free, and therefore the company will not be liable in any way whatsoever to you for any third party damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.
- viii. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Just the same as a fine, you cannot transfer this contract to anyone else without our consent or permission.
- ix. This contract remains in force and need not be renewed.

xiv. Although the company have tried to keep this contract language simple, the intentions are serious, and the contract is a legal document under the exclusive jurisdiction of English Law and Courts.

## **Changes to these Terms and Conditions**

Vimbus Solutions Ltd reserves the right to add, delete, or modify any provision of these Terms and Conditions at any time without notice. Failure to receive notification of a change does not make those changes invalid. These Terms and Conditions will always be available to download or print from our website.