

## **Definition of our terminology as used within this document:**

1. **'The Ayres'** are David and Katerina Ayres.
2. A **'Project'** is any work undertaken or service provided by The Ayres for the Client on their request and as described in our confirmation order email to that Client.
3. A **'Client'** is a person, persons, business or organisation using any of the services provided by The Ayres.

## **The Ayres Terms and Conditions:**

1. The contract between The Ayres and the Client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
2. Prices are based on The Ayres current costs of service delivery and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs. Annual costs may also be increased in line with inflation.
3. The works to be carried out shall be as set out in The Ayres confirmation order email before any work will be undertaken.
4. Email will be the method of contact with regard to all communication. Although The Ayres can be contacted by telephone, we will use email as our method of communication and therefore it is the Client's responsibility to inform us of any change in email address so we always have up to date email contact details. The Ayres cannot be held liable in any way relating to communication issues if we are not supplied a valid email address. The Ayres will acknowledge all emails within at least 3 working days.
5. It is our intention to be as clear as possible about fees. Jobs will be quoted in stages to make the process as transparent as possible. The Ayres will only commence work on a Project after receipt of a non-refundable, 25% deposit of the quoted Project fee from the Client. The job will then be billed depending upon the nature of the Project. For longer jobs invoices will be issued at agreed and clearly defined stages and we will progress to the following stage once the previous stage invoice has been paid. For smaller jobs lasting less than one calendar month the remainder of the invoice will be billed on completion and must be settled before art work is realised to print or before a web site goes live. The process under which a Project will proceed will be made clear in a Proposal and Quotation document. Any work over and above that quoted will be undertaken at our current studio rate. Clients will be clearly informed of any such work over and above the original quote and we will not proceed with such work until we get approval from the Client.
6. The deposit paid to The Ayres covers the cost of design work carried out as well as any admin work and communication with The Ayres. The deposit is non-refundable.
7. The Ayres reserve the right to suspend fulfilment of any order pending any dispute regarding payment.
8. All extras which we pay for in advance will be charged to the Client at invoice. Such items include disks, proofs, scans, images from online photo-libraries, print outs, deliveries, etc. We can provide individual costings for these items on request.
9. Where images used on a brochure or website have been purchased or provided by The Ayres on behalf of the Client, these images are licensed strictly for use on that brochure or website only. The Ayres are not liable for misuse of these images by the Client or any other person's copying, altering or distributing the images to individuals or other organisations.
10. At present The Ayres do not charge VAT.
11. It is important for the Client to keep in contact with The Ayres throughout the entire Project. If a Client does not respond when contacted by The Ayres for a period of more than 1 week we will make up to 5 attempts to contact the Client by email using the email address specified. If we do not receive a response to these attempts of contact the Project may be terminated, and the deposit will not be refunded.
12. We reserve the right to charge for any Project that lies dormant for a period of four weeks or more.
13. Should the Project, for whatever reason, be aborted by the Client, we reserve the right to charge for the amount of time spent up until that time, as outlined in our quotation. We usually work to agreed stages so that a job can be terminated, if the Client so wishes, at an agreed stage and for an agreed fee.
14. Will we inform the Client in advance if any Project is likely to exceed the amount of time quoted due to the Client's changes to the original brief. The job will be put on hold until permission is given to continue at The Ayres' agreed rate.
15. In the cases of website design, on completion of a test site, or on completion of the Project to specification, the Client will be notified and have the opportunity to review it. The Client should notify The Ayres, in writing, of any unsatisfactory points within 14 days of receipt of such notification. Any of the Project which has not been reported in writing to The Ayres as unsatisfactory within the 14 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed, and additional requests will be chargeable and the balancing payment will

# TERMS AND CONDITIONS



become due. The Contract will remain in effect until all obligations have been completed in terms of this clause.

16. If the Client rejects the Project within the 14 day review period, or will not approve subsequent Projects performed by The Ayres to remedy any points reported by the Client as unsatisfactory, and The Ayres considers that the Client is unreasonable in his repeated rejection of the Project, the contract will be deemed to have expired and The Ayres can take any legal measures to recover both payment for the completed Project and reasonable expenses incurred in recovering payment.
17. All copy must be provided by the Client unless otherwise agreed in which case The Ayres can help source a suitable supplier. A charge may be made to cover any additional work involved where copy is not supplied or is not clear, or not supplied electronically or not suitable for purpose.
18. All art work that is released for production to a third party, digital or print, needs to be signed-off by the Client. Suitable proofs will be provided for approval and once approved then production can proceed. The Client takes full responsibility for content based on the proofs provided. The Ayres shall incur no liability for any errors not corrected by the Client in proofs that have been signed off. Proofs for items intended for print do not reflect accurate colour representation – printers' wet proofs are recommended at the Client's additional expense and no responsibility can be taken for proofs not so requested. Changes made after Client approval will be charged for. We always welcome Clients to come and approve work 'on press' and if they do not wish to approve work 'on press' we undertake this responsibility on their behalf and therefore make decisions we consider to be appropriate.
19. In no event will The Ayres be liable for anything adversely affecting the Client's business operation, sales, loss of profits, opportunity or data that might be claimed is a result of a service offered by The Ayres.
20. The Ayres will provide the Client with an expected completion date for the Project if requested. The Ayres will endeavour to meet any given deadline, but do not guarantee and are not bound in any way to complete the Project by this date. The expected completion date provided is purely an estimate. The Ayres will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.
21. The Ayres will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.
22. All quotations are valid for 30 days following the quotation date.
23. The Ayres own all intellectual property for design and code of all design, website or database Projects unless otherwise agreed in writing. The Client may at any time negotiate for the purchase or license to any design, web or database work. Any unauthorised use of intellectual property will warrant a breach of international copyright laws and be legally actionable. Unless otherwise agreed in writing all design, web and database Projects will feature a discreet The Ayres design credit and web link.
24. All images displayed on the Client's job will only be used after authorisation by the Client, and are the sole responsibility of the Client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the Client or The Ayres, they will be the sole responsibility of the Client.
25. It is the responsibility of the Client to renew their domain names when due. If a domain name expires, The Ayres cannot be held liable for this. If the Client does not renew a domain, their domain name could be made available to the public for purchase and The Ayres cannot be held liable for this.
26. The Ayres has no control of, or responsibility for, the content of Clients' websites/promotional material. In no way does the textual or image based content of our Client's websites constitute The Ayres endorsement, or approval of the website or the material contained within the website/promotional material. The Ayres has not verified any of the materials, images or information contained within our Client's website and is not responsible for the content or performance of these sites or for the Client's transactions with them. The Ayres provides links or references to our Client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended Client site at all times.
27. These terms and conditions may be modified by The Ayres from time to time without advance notification and a current version will be available by request from The Ayres.
28. The Ayres shall be relieved of its liabilities incurred under any contract wherever to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence (though not exclusively) of act of God, war, invasion, act of foreign enemy hostilities (whether or not exclusively), civil war, rebellion, revolution, insurrection or military or usurped power or any such event or by any statute rules, regulations, orders or requisitions issued by any governments, council or duly constituted authority or from strikes, lock outs, breakdown of equipment or any other causes (whether or not of a like nature) beyond The Ayres control whether in the United Kingdom or elsewhere.
31. By accepting this quotation form The Ayres you agree to these terms and conditions.