



Approved by Hampshire Trading Standards Services

## **TERMS AND CONDITIONS**

Please ensure that you have read the following Terms and Conditions before you start, as they are there to protect all parties.

Date of last change: 27th Mar 2003

### **General**

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form.

### **Project Acceptance**

At the time of proposal, Zentopia Designs will provide the customer with two (2) copies of the written Quotation. One copy is to be signed and dated by the customer to indicate acceptance and should be returned to Zentopia Designs. No work on a project will commence until this document has been received by Zentopia Designs. The second copy is to be retained by the customer.

### **Design Charges**

Charges for design services to be provided by Zentopia Designs will be set out in the written Quotation. At the time of the customer's signed acceptance of this Quotation, indicating acceptance of the Terms & Conditions, a deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until Zentopia Designs has received this amount. Down payment is deductible from final cost of project. Final payment is due upon completion of the project.

### **Project's Duration**

Any indication given by Zentopia Designs of a design project's duration is to be considered by the customer to be an estimation. Zentopia Designs cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Zentopia Designs for the initial payment.

### **Data Formats**

The customer agrees to supply Zentopia Designs with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Text is to be supplied to Zentopia Designs in electronic format as standard text (.txt) or word, on floppy disc, or CD-ROM or via e-mail. Images, which are supplied in an electronic format, are to be provided in GIF, JPG, or BMP format via floppy disc, CD-ROM or e-mail.



## **Copyrights and Trademarks**

By supplying text, images and other data to Zentopia Designs for inclusion in the customer's website, 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.

Any artwork, images, or text supplied and/or designed by Zentopia Designs on behalf of the customer, will remain the property of Zentopia Designs.

The customer may request in writing from Zentopia Designs, the necessary permission to use materials for which Zentopia Designs holds the copyright. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Zentopia Designs, the customer grants Zentopia Designs permission to use this material freely in the pursuit of designing the customer's website / CD Rom.

Should Zentopia Designs, or the customer supply an image, text, audio clip or any other file for use in a website 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 Zentopia Designs to remove and/or replace the file from the website / CD Rom.

The customer agrees to fully indemnify and hold Zentopia Designs 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 permission.

## **Licensing**

Any design or code created for the customer by Zentopia Designs is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Zentopia Designs.

## **Confidentiality**

All confidential information regarding the Client or the customers of the Client disclosed to the Zentopia Designs shall be regarded as disclosed in confidence and shall be used in connection with the affairs of the Client and not be passed on to any third party and/or in any way be made use of by the Zentopia Designs at any time either during or after the termination of this agreement. The client agrees to protect and treat as confidential all passwords, user names, and proprietary information provided by Zentopia Designs.

## **Rights of Access**

The client agrees to allow Zentopia Designs all necessary access to computer systems and other locations, as required, in order to complete the project. The customer also agrees to allow Zentopia Designs access to any computer systems, to remove data for failure to comply with these Terms and Conditions.

## **Rights of Refusal**

Zentopia Designs will not include in websites / CD Roms it 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. Zentopia Designs also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Zentopia Designs does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Zentopia Designs to remove the contravention without hindrance, or penalty. Zentopia Designs is to be held in no way responsible for any such data being included.



### **Design Credit**

The customer agrees to allow Zentopia Designs to place a credit or link to Zentopia Designs own site on the customer's website / CD Rom. This will usually be in the form of a text link placed towards the bottom of the client's primary home page, or on a credits page when exiting the CD Rom. The customer also agrees to allow Zentopia Designs to place a link to the client's website on Zentopia Designs own website for demonstration purposes.

### **Alterations**

The customer agrees that Zentopia Designs holds no responsibility for any amendments made by any third party, before or after the website / CD Rom is published.

### **Website Hosting**

Zentopia Designs hosting accounts for customer's site uses unlimited bandwidth. The hosting is a one-year contract and non-refundable. Zentopia Designs will not be responsible for service interruptions beyond it's control, including but not limited to acts of nature, service interruptions by its providers, or modifications to the client's system by the client or a third party.

### **Domain Registration**

Zentopia Designs cannot guarantee the availability of any domain name. Where Zentopia Designs is to register a domain name on behalf of a client, the client should not assume a successful registration until Zentopia Designs has confirmed this via e-mail, or in writing. Zentopia Designs registers domain names on behalf of the client. On payment of Invoice the client will receive a certificate of ownership from Zentopia Designs.

### **Search Engine Submission**

Due to the infinite number of considerations that search engines use when determining a site's ratings, Zentopia Designs cannot guarantee any particular placement. Acceptance to any search engine cannot be guaranteed and when a site is accepted the time it takes to appear in search results can vary from one search engine to another.

### **Web Design Project Completion**

Zentopia Designs considers the design project complete upon receipt of the customer's signed Approval form. Once the website is complete, Zentopia Designs will provide the customer with the opportunity to review the resulting work. Zentopia Designs will make any minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes. It does not include changes to images, or any navigational features. Any minor changes can be notified to Zentopia Designs by phone, post or e-mail.

Zentopia Designs will consider that the client has accepted the completed website, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

### **CD Design Project Completion**

Zentopia Designs considers the CD Rom design complete upon receipt of the customer's signed Approval form. The master CD Rom will then be sent for pressing and printing taking 12 working days for the CD to be delivered to the customer.

### **Final Payment**

The customer will be provided with an Approval Form and Invoice prior to final publication of the website / CD Rom. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form to Zentopia Designs.

Payments are to be made by, cheque, and made payable to "Zentopia Designs". Returned cheques will incur an additional fee of £25 per returned cheque. Zentopia



Designs reserves the right to consider an account to be in default in the event of a returned cheque. Accounts, which remain outstanding for 30 days after the date of invoice, will incur interest from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Lloyds TSB plc base rate. Failure to raise an invoice in respect of interest shall not be deemed to constitute a waiver of our rights to recover interest.

### **Cancellation**

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, we will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been laid at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Zentopia Designs within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

### **Default**

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Zentopia Designs shall be considered entitled to remove 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, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance.

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

### **Force Majeure**

Though every effort will be made to carry out the contract the Company shall be under no liability if it shall be unable to carry out any provision of the Agreement for any reason beyond its control including (without limiting the foregoing) Act of God, war, strike, lockout or any other labour dispute, fire, flood, drought, failure of power supply, legislation, failure of third parties to supply software, design work or other materials or facilities or other cause beyond the control of the Company. During the continuance of such a contingency the Customer may by written notice to the Company elect to terminate the Agreement and pay for Services rendered and Materials used, but subject thereto shall otherwise accept delivery when available.

### **Warranty**

After the 14-day warranty period the Customer may expect to receive basic technical support by phone or email. If the level of support required is high the Company reserves the right to charge for it. Either party may terminate this Agreement without notice if the other is in breach of the terms and conditions of this Agreement. This Agreement is subject to English law and to the exclusive jurisdiction of the English courts.

### **Acceptance of Quotation and Terms and Conditions**

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

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# Outline of the Design Process

## 1. First Contact

Contact us by e-mail or phone to speak to one of our representatives.

## 2. Requirements Evaluation

Following initial conversations (be it via phone or email), a more in-depth dialogue will be required in order for us to effectively assess your needs and requirements. This will be a 2-way conversation where you can describe what you would like your website / CD Rom to do for you, and quite often we will be able to make suggestions which you may not have thought available.

## 3. The Quote

Your quote, which will contain all features, previously discussed during stage (2) as well as a breakdown of all costs and services.

## 4. Approval of Quote

Once any required adjustments are made to the quote, the client will then give approval to proceed with the projects. The quote will then be converted into a contract, including timelines, to be signed by both parties.

## 5. Data Collection

The client will then provide any information (including colour schemes, logo, corporate branding, copy etc.), which will be required to be incorporated within the site design and content. Also the purchase or the transfer of your domain name.

## 6. Site Structure & Database Development

This stage is literally the skeletal framework of the website. This behind-the-scenes planning and building is what will make your website highly functional.

## 7. Population and Evaluation

This is where the biggest growth spurt occurs during the project life cycle. Any and all information provided by the client will now be inputted into the site structure and database (where applicable). You will now see your website / CD really start to grow and take shape. This is an iterative process designed to produce the the best possible project to suit your requirements.

## 8. Testing

Before going live, your website / CD Rom will go through a rigorous testing period. We will subject your website / CD Rom to a series of test, all designed to ensure that it is fully functional.

## 9. Going Live

Your new website will be launched live to the public. Or if it is a CD Rom Project the Master CD will be sent for pressing and printing. (Return 12 working days)

## 10. Website Search Engine Promotion

A second check will be performed to ensure that all pages on your website contain the necessary keywords and description in the Meta-tags. We will then submit your site to the major search engines.

## 11. Maintenance

Your website / CD Rom will then move into Maintenance Phase. This can be managed either by you or Zentopia Designs.

