

# Terms & Conditions

We have to ask you to read these terms & conditions carefully as a pre-requisite prior to any service engagement with Artwork Creative Ltd.

## Limitation of Liability

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## Disclaimer

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## Artwork Creative Ltd Service Terms & Conditions

These terms and conditions shall apply to the Agreement between "Artwork Creative Ltd" and the "Client" applying for the provision of services by Artwork Creative Ltd. These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions.

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

## Definitions

In this Agreement, the following expressions shall mean:- "Artwork Creative Ltd."-its, employees, consultants, agents or those businesses operating under agreement / licence.

"Client" - individual, business, partnership, company or charity obtaining or proposing to obtain goods or services from Artwork Creative Ltd.

"Intellectual Property Rights" - copyrights, patents, registered and unregistered design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

"Inappropriate Material" - material that under the laws of any jurisdiction where the material can be accessed is or may be any of the following:- abusive, defamatory, harmful, libellous, malicious, obscene, pornographic, profane, threatening, unlawful, infringes any Intellectual Property Rights, constitutes or encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code "Relevant Legislation" - such laws of England and the Client's country as relate to data protection and any laws of England and the Client's country governing Inappropriate Material.

"Services" - the services identified to be provided by Artwork Creative Ltd to the Client on any letter of confirmation, quotation or other correspondence method from Artwork Creative Ltd to the Client.

### **Payment & Services**

Artwork Creative Ltd will carry out work for clients in accordance to their instructions, as agreed between Artwork Creative Ltd and the client.

All work produced, digital based or otherwise by Artwork Creative Ltd remain the property of Artwork Creative Ltd until payment for such products is received in full.

Payment terms are strictly adhered to from Artwork Creative Ltd.

With regards any website design & development service, the client has a period of up to 28 working days to approve any such work. Artwork Creative Ltd will carry out, free of charge, minor modifications & errors as suggested/pointed out by client, subject to the condition that the changes suggested by the client are not unreasonable and do not involve substantial deviation from the original contract between Artwork Creative Ltd and the client. In areas of dispute, Artwork Creative Ltd will have the final say with regards what constitutes an unreasonable request.

Non-delivery or non-performance of services by any third party shall not give the Client any right to delay any payment to Artwork Creative Ltd or to make any claim whatsoever against Artwork Creative Ltd.

Any additional services requested, at any time, will be charged at the current standard rates.

The Client agrees to make payment for the Services by payment of invoice within 28 days of the invoice date via current acceptable payment methods. If any monies become overdue for payment

Artwork Creative Ltd may remove any work carried out, both, current or past service, without prior notice that Artwork Creative Ltd provided, without prejudice to Artwork Creative Ltd rights to claim for the first monies owed and costs of collection. It is worth noting that any action related to the taking down of any service is not taken lightly & will, more often than not, be after more than one attempt to recover unpaid monies through verbal or email discussions.

If payment is not made on the due date Artwork Creative Ltd shall be entitled, without limiting any other rights, to charge additional administrative charges that Artwork Creative Ltd may result in due to late or delayed payment.

Payments made for services in relation to time periods i.e. hosting and web maintenance contracts are non-refundable should you choose to terminate during service period.

Invoices are sent by email, however, the Client may choose to receive hard copies via post, but these will be subject to an additional cost to cover postage & admin fees.

All prices quoted in any proposal are valid for 28 days from date of proposal.

### **Indemnity**

The Client hereby agrees fully to indemnify and keep indemnified and hold harmless Artwork Creative Ltd from and against any and all claims, costs, damages, losses or liability (whether civil or criminal) and expenses (including, but not limited to, legal fees) sustained or incurred by Artwork Creative Ltd directly or indirectly and any claim brought against us by a third party resulting from the provision of Services by us to you and or your use of the Services and the Server and in any jurisdiction as a result of:

- i) the provision by Artwork Creative Ltd to the Client of any Service, or
- ii) any breach by the Client of any of its warranties contained in this Agreement; or
- iii) any content material or required mode of operation supplied or specified by the Client for any Service; or
- iv) any breach by the Client of any of its obligations in this Agreement.

The Client undertakes that it will not transmit Inappropriate Material, infringe the Intellectual Property Rights of any third party, or transmit bulk email (spamming). The Client acknowledges that it is responsible for complying with any Relevant Legislation.

The Client acknowledges and agrees that Artwork Creative Ltd is not responsible for the security of the contents of email sent or received by the Client, and that Artwork Creative Ltd are not responsible for non-receipt, non-delivery or miss-routing of email or any failure of the email system. We do not guarantee that the Server will be free from unauthorised users or hackers.

Where products or services supplied by Artwork Creative Ltd to a client are supplied to Artwork Creative Ltd by third parties, the client agrees to be bound by any terms and conditions of that supplier and any licence agreements and fully indemnifies Artwork Creative Ltd in every respect.

## **Force Majeure**

Artwork Creative Ltd shall bear no liability for loss, damage or delay howsoever arising caused by circumstances outside its control.

Neither party shall be liable for any delay in meeting or for failure to meet its obligations under the agreement due to any cause outside its reasonable control including (without limitation) Acts of God, war, riot, malicious act of damage, fire, flood, acts of any government or public authority, failure of the public electricity supply, failure of any telecommunications service provider, failure or delay on the part of any sub-contractors beyond its reasonable control or the unavailability of materials. Further, Artwork Creative Ltd shall not be liable for any such delay or failure resulting from a request by the Client for any change made to the supply of any service being provided.

If Artwork Creative Ltd is prevented from meeting its obligations due to any of the aforesaid causes it shall notify the Client of the circumstances and the Client shall grant a reasonable extension for the performance of the Agreement.

## **Copyright**

The copyright, patent, and other intellectual property rights ("IPR") in the Services provided by Artwork Creative Ltd shall vest with Artwork Creative Ltd until full payment is made & cleared.

## **Confidentiality**

Artwork Creative Ltd acknowledges that this Agreement creates a confidential relationship between Artwork Creative Ltd and the Client and that information concerning the Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning the Client is hereinafter collectively referred to as "Confidential Information."

Artwork Creative Ltd agrees to take reasonable steps to ensure that its staff and subcontractors are bound by the provisions of this clause.

This Clause shall not apply to information that is or becomes public knowledge otherwise than through the default of the party concerned, or is already in the receiving party's possession, or is legally acquired by such party from a third party, or is required by law to be disclosed.

Artwork Creative Ltd may seek, and the Client shall not unreasonably withhold, permission to publicise artwork Creative LTD's involvement directly by its brand logo symbol affixed to any digital and / or printed service, or through press and other media.

## **Termination**

Termination of an agreement can be effected as follows:

- a) Either party may terminate this agreement by giving written notice subject to condition (b).
- b) Artwork Creative Ltd may terminate this agreement at any time by giving 7 days written letter or email notice to the Customer if the Customer commits any breach of this agreement including but not limited to non-payment of any amount on the due date.

Minimum 3 months cancellation notice period is required by the Client for all contract based services after contractual period is served.

Following any cancellation by the Client, all copyright and ownership of the Services will remain that of Artwork Creative Ltd until the Client has fulfilled any outstanding payment(s) due on their Client account. As such, until payments are cleared, no Client account files/service handover can take place until such a time when payments are cleared in Artwork Creative LTD's bank account.

No refund of any payments made by the Customer will be made by Artwork Creative Ltd where termination takes place.

If this agreement is terminated by the client within the period stated in condition (b) then the full amount outstanding will become payable by the Customer to the Artwork Creative Ltd forthwith.

#### **Complaints & Disputes Procedure**

We try to attain best levels of service but we feel it is important that a Complaints Procedure be outlined for such rare events. If you have a complaint related to any aspect of our operations, then we strongly advise that you send in a detailed email to [enquiries@artwork-creative.com](mailto:enquiries@artwork-creative.com) or post to address (see contact us page for details) providing the following details:

- 1.) Nature of the complaint/comment
- 2.) Confirm the person &/or department you are complaining about, outlining what you consider they did wrong
- 3.) Please give specifics & any evidence about how you have been affected by this issue
- 4.) How you feel we can resolve this issue
- 5.) Any other information you feel is related & important

Upon receiving the complaint, please allow at least 10 working days for us to get back to you with any further queries or an answer. Please note that points 1 through to 4 are mandatory, without any of which, the complaints procedure cannot be logged officially on our systems.

After receiving our official response, if you are still unhappy with the response then you have the right to escalate the matter for the attention of the Company Directors. This is undertaken via a face to face meeting or via telephone. This meeting is a final step avenue where you can discuss your points as required with final decision makers. Our complaints & disputes procedure is robust & is proven to resolve matters on behalf of a client looking for a reasonable resolution. If you are still not happy with the solution provided, we strongly recommend an independent mediation.

As a company, we wish to retain Clients & will do our best in this regard. However, the complaints procedure is there to ensure that all Clients have access to a sincere & transparent avenue to air their complaints / comments & allow both parties to arrive at a mutually beneficial solution.

As a Client you have options to other methods of resolving the matter however, not engaging with the complaints procedure as the first port of call will be seen as not being sincere in resolving any issue(s), this will also form part of any defence we deem fit, reflecting reluctance on behalf of the Client to arrive at a solution.

### **General**

Artwork Creative Ltd. reserves the right at any time without notice to remove any Client from its services, web hosts, for breach of Inappropriate Material, or for linking to Inappropriate Material

The Client is deemed to have accepted and agreed to these Terms and Conditions by Artwork Creative Ltd of their intention to commence/continue with the services provided by Artwork Creative Ltd, or by paying or continuing to pay any order, invoice or regular payment.

### **Notices**

Any notice to be given by either party to the other may be sent by either e-mail or by post to the address of the other party or such other address as such party may from time to time have communicated to the other in writing. If the notice is sent by email, it will be assumed to be received on the day. If post mailing was used, it shall be deemed to be served five working days following the date of posting to allow time for seasonal delivery variations.

### **Law**

English Law shall govern this Agreement and the parties submit to the exclusive jurisdiction of the English courts. Company Registration No. 2089208. Registered in England and Wales. Registered Address: Artwork Creative LTD, The Grange, Grange Road, Great Malvern, WR14 3HA

Artwork Creative Ltd reserves the right to amend the terms & conditions without any prior

notice. Last Revised January 2025