



Terms & Conditions

2011

# The Terms

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These are the standard Terms & Conditions referred to in the foregoing contract between Brandammo Ltd and the Client.

## Terms and Conditions

The following Terms and Conditions of Service apply to all products and services provided by Brandammo Ltd including, but not limited to, Website Design and Development, Hosting, Search Engine Optimisation (SEO) and Web Marketing, Printed Material Design and Print Management, Illustration, Branding, photography, retouching, video editing and Motion Graphic Design.

All work is carried out by Brandammo Ltd on the understanding that the client has agreed to Brandammo Ltd's terms and conditions.

Copyright is retained by Brandammo Ltd on all design work including words, pictures, ideas, visuals and illustrations until released after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by Brandammo Ltd as fulfilling the contract. All other designs remain the property of Brandammo Ltd, unless agreed in writing that this arrangement has been changed.

## Project Acceptance

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At the time of proposal, Brandammo Ltd will provide the client with a written estimate or quotation including the scope of works to be carried out and estimated timelines. The Terms and Conditions can be read on Brandammo Ltd's website.

A copy of the written proposal or quotation is to be signed and dated by the client to indicate acceptance and should be returned to Brandammo Ltd. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Brandammo Ltd's terms and conditions. No work on a project will commence until either document has been received by Brandammo Ltd.

## Design Charges

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Charges for design services to be provided by Brandammo Ltd, will be set out in the written proposal or quotation that is provided to the client. At the time of the client's signed acceptance of this estimate or quotation, indicating acceptance of the Terms and Conditions, a non-refundable deposit of 25% or 50% of the quoted fee will become immediately due (at Brandammo Ltd's discretion). Work on the project will not commence until Brandammo Ltd has received this amount.

## Charges for Other Services

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Charges for any additional services over and above the quoted design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

## Payment

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The client will be provided with an Invoice prior to final publication/release. At this time the remainder of the amount due will

become payable and the client will also be required to sign and return the Approval Form to Brandammo Ltd. Accounts which remain outstanding for 14 days after the date of invoice, will incur an extra charge of 5% per month of the outstanding amount.

Payments may be made by cash, cheque, or (for overseas clients), Pound Sterling International Money Order or previously agreed electronic funds transfer.

Publication and/or release of work done by Brandammo Ltd on behalf of the client, may not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. Brandammo Ltd reserves the right to consider an account to be in default in the event of a returned cheque.

## Default

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An account shall be considered default if it remains unpaid for 14 days from the date of invoice, or following a returned cheque. Brandammo Ltd shall be considered entitled to remove Brandammo Ltd' and/or the client'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, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the client of it's obligation to pay the due amount. Clients whose accounts become default agree to pay Brandammo Ltd

reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

## Copyrights and Trademarks

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By supplying text, images and other data to Brandammo Ltd for inclusion in the client's website or other medium, the client declares that it holds the appropriate copyright and/ or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

By supplying images, text, or any other data to Brandammo Ltd, the client grants Brandammo Ltd permission to use this material freely in the pursuit of the design.

Should Brandammo Ltd, or the client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client will agree to allow Brandammo Ltd to remove and/or replace the file on the site.

The client agrees to fully indemnify and hold Brandammo Ltd free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

## Alterations

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Final content in the form of text and imagery is to be supplied by the client immediately after design concept approval and prior to the development stage unless otherwise agreed by both parties. Any delay in supplying the

content at this stage or feedback at any stage of the project may result in additional charges and alteration of the estimated timescales.

The client agrees that amendments or alterations to the content once it has been received by Brandammo and incorporated into the design will result in additional charges.

The client agrees that changes required over and above the estimated work or required to be carried out after sign-off by the client at any stage of the project will be liable to additional charges.

The client also agrees that Brandammo Ltd holds no responsibility for any amendments made by any third party, before or after a design is published.

## Licensing

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All design work- where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Brandammo Ltd will not be held responsible for any and all damages resulting from such claims. Brandammo Ltd is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold Brandammo Ltd responsible for any such loss or damage. Any claim against Brandammo Ltd shall be limited to the relevant fee(s) paid by the client.

## Data Formats

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The client agrees to Brandammo Ltd's definition of acceptable means of supplying data to the company.

Text is to be supplied to Brandammo Ltd in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, DVD or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by Brandammo Ltd via CD-ROM, DVD or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Brandammo Ltd will not be held responsible for any image quality which the client later deems to be unacceptable. Brandammo Ltd cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

## Design Project Duration

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Any indication given by Brandammo Ltd of a design project's duration is to be considered by the client to be an estimation. Brandammo Ltd 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 Brandammo Ltd for the initial payment or by date confirmed in writing by Brandammo Ltd.

## Rights of Access for Website Construction

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The client agrees to allow Brandammo Ltd all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary

read/write permissions, usernames and passwords. The client also agrees to allow Brandammo Ltd access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

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

## Design Project Completion

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Brandammo Ltd considers the design project complete upon receipt of the client's signed Approval form. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

## Website Design Only

Once web design is complete, Brandammo Ltd will provide the client with the opportunity to review the resulting work. Brandammo Ltd will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Brandammo Ltd by e-mail or fax and confirmed by post.

Brandammo Ltd will consider that the client has accepted the original draft, if no notification of changes is received in writing

from the client, within 14 days of the start of the review period.

## Hosting websites

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Brandammo Ltd may request that clients change the type of hosting account used if that account is deemed by Brandammo Ltd to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website.

## Domain Registration

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Brandammo Ltd cannot guarantee the availability of any domain name. Where Brandammo Ltd is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

## Search Engine Submission

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Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another.

## Browser Testing

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Brandammo Ltd do not develop and test websites for Microsoft Internet Explorer 6 (IE6) compatibility and other browsers that are considered obsolete due to proven security risks and other such factors.

## Search Engine Optimisation (SEO)

SEO work is governed by many factors which are outside the direct control of Brandammo Ltd and indeed, any other SEO company. Therefore no reputable SEO company can guarantee particular results. Brandammo

Ltd however guarantees improvement provided in a client's website organic search engine results provided all of Brandammo Ltd's advice is followed. Ranking results will be performed once or twice per month, as agreed by both parties. Results are based on listings on Google, Yahoo! and MSN results.

Website ranking in relation to a particular Search Term will rely on both the relevancy of that term on website pages, and the popularity of that term on other websites. Brandammo Ltd cannot be held responsible for problems or additional costs arising due to any errors made by third parties, or failure to maintain a current copy of your own website. (Back ups can be made at your request.)

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## Design Credits

The client agrees to allow Brandammo Ltd to place a small credit on printed material exhibition displays, advertisements and/or a link to Brandammo Ltd's own website on the client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The client also agrees to allow Brandammo Ltd to place websites and other designs, along with a link to the client's site on Brandammo Ltd's own website for demonstration purposes and to use any designs in its own publicity.

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## Rights of Refusal

Brandammo Ltd will not include in its 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.

Brandammo Ltd also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Brandammo Ltd does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the client is obliged to allow Brandammo Ltd to remove the contravention without hindrance, or penalty. Brandammo Ltd is to be held in no way responsible for any such data being included.

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## Cancellation

Cancellation of orders may be made initially by telephone, or email, however, following this, Brandammo Ltd 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 made at the time of first ordering. The balance of monies due must be paid within 14 days. Note: any cancellation which is not formally confirmed in writing and received by Brandammo within 14 days of instruction being issued, will be liable for the full quoted cost of the project.

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## Disclaimer

Brandammo Ltd makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Brandammo Ltd will not be held responsible for any and all damages resulting from products and/or services it supplies. Brandammo Ltd is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or

quality of materials or any consequential loss arising from their failure. The client agrees not to hold Brandammo Ltd responsible for any such loss or damage. Any claim against Brandammo shall be limited to the relevant fee(s) paid by the client.

Brandammo Ltd reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Brandammo Ltd will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Brandammo Ltd and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Brandammo Ltd recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

## General

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These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Brandammo Ltd reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

## Acceptance of Quotation and T&Cs

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The placement of an order for services offered by Brandammo Ltd and validated by the client's signature on the proposal or quotation form, constitutes acceptance of the proposal or quotation and agreement to comply fully with all the Terms and Conditions

and forms a Contract for Business between the signatory and Brandammo Ltd.

### Signed on behalf of Brandammo Ltd

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Name: -----

Position: -----

Date: -----

### Signed on behalf of The Client

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Name: -----

Position: -----

Date: -----