

Lumous standard terms and conditions web design and development

1. DEFINITION OF TERMS

Lumous Limited, 17 Rubens Close, Swindon, Wiltshire SN25 4GR, trading as Lumous Limited having its principal place of business at 17 Rubens Close, Swindon, Wiltshire SN25 4GR.

1.1 Agreement

Agreement means the entire content of this Basic terms and Conditions document.

1.2 The Client

The company or individual who has agreed to take out work with Lumous Limited.

1.3 The Work

As detailed in our quotation.

1.4 Other definitions

Domain Name - the root address of a website, e.g. www.thewebaddress.com. All such names must be registered with the appropriate naming authority, which will usually charge a fee.

Downtime - time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.

Host - the company on whose system the Website physically resides.

Link, Hyperlink - a 'clickable' link embedded on a web page, which may take the form of a graphic or text.

Search Engine - a website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

Website - a collection of web pages and associated code, which forms an integrated presence.

2. FEES

2.1 Fee Payable

Before work commences, a non-refundable deposit of 50% of the total fee payable under the contract is due immediately upon the signing of the contract. The remaining 50% shall become due when the Work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.3 Approval of Work and Clause 4.4 Rejected Work hereof. The fee quoted in the contract does not include the cost of domain registration, hosting set up fee or hosting, unless otherwise stated.

2.2 If a choice of designs is presented, only one solution is deemed to be given by Lumous Limited as fulfilling the contract. All other designs remain the property of Lumous Limited.

2.3 Maintenance Fees

Maintenance, if included in the contract, shall be on a month-to-month basis, with a minimum amount payable in any month where updating is necessary. Fees will be assessed on an hourly basis at £50 per hour or part thereof. No fee will be required in a month where no updating is necessary. Search engine re-submissions, other than the original submission included in the contract fee, shall be included in the maintenance fee.

3. DISCLAIMERS

3.1 Third Parties

Lumous Limited can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although Lumous Limited will endeavour to ensure that Website downtime is kept to a minimum.

3.2 Maintenance and Correction of Errors

Lumous Limited takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) attributable to Lumous Limited will be corrected free of charge for a period of 3 months after completion of the Work. However, Lumous Limited reserves the right to charge a reasonable fee for correction of errors for which Lumous Limited is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to Lumous Limited by the Client.

3.3 Extent of Work

Installation on the Internet is limited to the uploading of all necessary files to the Host, and testing of functionality. No registration of the Website with Search Engines will be undertaken unless otherwise agreed with the Client.

3.4 Consequential Loss

Under no circumstances will Lumous Limited be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure.

3.5 Status and Duration of Offers

Proposals and offers are valid for a period of one month from the date issued. Lumous Limited is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable must be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within one month of the offer being made, the offer is deemed to have expired.

3.6 Search Engine Listings

Lumous Limited does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not Lumous Limited who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that a new website may never even appear on Search Engines at all. Lumous Limited does not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

3.7 Responsive websites

Please note that due to the modern approach used to build responsive websites, your website will not be compatible with Microsoft Internet Explorer versions 6 & 7, and will only have limited functionality with Internet Explorer version 8.

3.8 Content Management Systems

A content management system (e.g. Drupal or Wordpress) is software that allows clients to update a website themselves. Unfortunately, however, CMS systems are much more vulnerable to hacking & security exploits than standard static websites. Please note that by hosting your CMS website, Lumous is not responsible for any security breach that occurs as a result of any vulnerability within the CMS software and we will typically need to charge 10hrs work at our standard hourly rate should you need us to recover and update your website at any point. Alternatively, we can offer additional protection at an annual cost of £200 that would waive the recovery fee in the event that your website is compromised.

4. COMPLETION OF WORK AND PAYMENT

4.1 Completion of Work

Lumous Limited warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. Lumous Limited will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. Lumous Limited will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client. Copyright is retained by Lumous Limited on all design work including visuals until all invoices have been settled.

4.2 Supply of Materials

The Client is to supply all materials and information required for Lumous Limited to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, Lumous Limited has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, Lumous Limited has the right to invoice the Client for any part or parts of the Work already completed.

4.3 Data Formats

The client agrees to the Lumous Limited definition of acceptable means of supplying data to the company.

Text is to be supplied to Lumous Limited in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail. Images which are supplied in an electronic format, are to be provided via CD-ROM, or e-mail. Images must be of a quality suitable for use and Lumous Limited will not be held responsible for any image quality which the Client later deems to be unacceptable. Lumous Limited 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.

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

4.4 Time Schedule of Work

Any indication by Lumous Limited of a Work time schedule is to be considered an estimate and runs from the date that cleared funds amounting to 50% of the contract value are received by Lumous Limited Lumous Limited cannot be held responsible for any time schedule over-run, whatever the cause.

4.5 Approval of Work

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify Lumous Limited, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to Lumous Limited as unsatisfactory within the 7 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 the 50% balancing payment under Clause 2.1 Fee Payable will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

4.6 Rejected Work

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by Lumous Limited to remedy any points reported by the Client as unsatisfactory, and Lumous Limited considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and Lumous Limited can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

4.7 Payment

Upon completion of 7 day review period, Lumous Limited will invoice the Client for the 50% balancing payment in accordance with Clause 2.1 Fee Payable hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 30 days of the date that the invoice was issued.

4.8 Remedies for Overdue Payment

If payment has not been received by the due date, Lumous Limited has the right to suspend ongoing work for the Client, until such time that full payment of the outstanding balance has been received. Lumous Limited has the right to charge an additional 0.5% credit charge for each day that the payment remains outstanding after the invoice due date. Non payment will result in legal action being taken if necessary. The Client agrees to pay Lumous Limited reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions. Lumous Limited has the right to replace, modify or remove the Website and revoke the Client's licence of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, Lumous Limited does not remove the Client's obligation to pay any outstanding monies owing. Non payment will result in legal action being taken if necessary. The Client agrees to pay Lumous Limited reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

4.9 Cancellation of a contract

The Client will formally notify Lumous Limited of the proposed cancellation of a contract by email or in writing. The Client will be invoiced for all work completed up to the point of the cancellation date at the standard Lumous Limited daily rate of £400.

5. INTELLECTUAL PROPERTY

5.1 Offers and Proposals

Offers and proposals made by Lumous Limited to potential clients should be treated as trade secrets and remain the property of Lumous Limited. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from Lumous Limited. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

5.2 Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to Lumous Limited for inclusion on the Website. The conclusion of a contract between Lumous Limited and the Client shall be regarded as a guarantee by the Client to Lumous Limited that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of Lumous Limited and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

5.3 Domain Name

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify Lumous Limited, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

5.4 Licensing

Once Lumous Limited has received full payment of all outstanding invoices and the Work has been approved by the Client in accordance with Clause 4.5 hereof, the Client will be granted a perpetual, worldwide and royalty-free licence to use the Website and its contents. Lumous will not use or re-create visual design elements which make up the look or feel of the completed site or anything similar to it.

5.5 Trade Secrets

Any code that is not freely accessible to third parties and not in the public domain, and to which Lumous Limited or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from Lumous Limited. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which Lumous Limited or their suppliers owns the copyright. Lumous Limited acknowledges the intellectual property rights of the Client. Information passed in written form to Lumous Limited, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

6. RIGHTS AND RESPONSIBILITIES

6.1 Right to Terminate

Lumous Limited reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable.

6.2 Events Beyond the Control of Lumous Limited

Lumous Limited will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of Lumous Limited.

6.3 Supply and Pricing of Services

Lumous Limited reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

7. INTERPRETATION

7.1 Jurisdiction

This Agreement shall be governed by the laws of Country which shall claim venue and jurisdiction for any legal action or claim arising from the contract between Lumous Limited and the Client. The said contract is void where prohibited by law.

7.2 Survival of Contract

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

7.3 Change of Terms and Conditions

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form and may change at any time.

Standard Terms and Conditions v1 September 2015

Lumous standard terms and conditions

design and print

1. DEFINITION OF TERMS

Lumous Limited, 17 Rubens Close, Swindon, Wiltshire SN25 4GR, trading as Lumous Limited having its principal place of business at 17 Rubens Close, Swindon, Wiltshire SN25 4GR.

1.1 Agreement

Agreement means the entire content of this basic terms and conditions document.

1.2 The Client

The company or individual who has agreed to take out work with Lumous Limited.

1.3 The Work

As detailed in our quotation.

2. FEES

2.1 Fee Payable

Before work commences, a non-refundable deposit of 50% of the total fee payable under the contract is due immediately upon the Client accepting costs and instructing Lumous to proceed with work. The remaining 50% shall become due when the Work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.5 Approval of Work and Clause 4.6 Rejected Work hereof.

2.2 If a choice of designs is presented, only one solution is deemed to be given by Lumous Limited as fulfilling the contract. All other designs remain the property of Lumous Limited.

2.3 Fees for other services

The Client will be informed in good time of any fees chargeable for additional services over and above those stated in the original estimate. These charges will become payable in full at final invoice when the Work is deemed to be complete.

3. DISCLAIMERS

3.1 Warranties

Lumous Limited makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Lumous Limited will not be held responsible for any and all damages resulting from products and/or services it supplies. Lumous Limited 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 Lumous Limited responsible for any such loss or damage. Any claim against Lumous Limited shall be limited to the relevant fee(s) paid by the Client.

3.2 Third Parties

Lumous Limited reserve 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. Lumous Limited will not knowingly perform any actions to contravene these and the Client also agrees to be so bound.

Lumous Limited 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. Lumous Limited recommend that if an exact quantity is required, then 10% extra is added to the order.

3.3 Approval of Artwork for Print

Design and artwork does not include proof reading. The Client agrees to proof read and approve all final copy before the production of artwork. An email verification from the Client or Client's Representative shall be conclusive as to the approval of all artwork prior to its release for printing. While Lumous Limited takes all care to avoid errors, Lumous Limited accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project approved by a client. No refunds or reprints are given after a final approved design has gone to print due to oversights by the Client's proof reading.

3.4 Status and Duration of Offers

Proposals and offers are valid for a period of one month from the date issued. Lumous Limited is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable must be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within one month of the offer being made, the offer is deemed to have expired.

4. COMPLETION OF WORK AND PAYMENT

4.1 Completion of Work

Lumous Limited warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. Lumous Limited will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. Lumous Limited will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client. Copyright is retained by Lumous Limited on all design work including visuals until all invoices have been settled.

4.2 Supply of Materials

The Client is to supply all materials and information required for Lumous Limited to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, Lumous Limited has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, Lumous Limited has the right to invoice the Client for any part or parts of the Work already completed.

4.3 Data Formats

The client agrees to the Lumous Limited definition of acceptable means of supplying data to the company.

Text is to be supplied to Lumous Limited in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail. Images which are supplied in an electronic format, are to be provided via CD-ROM, or e-mail. Images must be of a quality suitable for use and Lumous Limited will not be held responsible for any image quality which the Client later deems to be unacceptable. Lumous Limited 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.

The customer agrees to supply Lumous Limited with all necessary materials, electronic, or otherwise, required to create and complete the project before work commences.

4.4 Time Schedule of Work

Any indication by Lumous Limited of a Work time schedule is to be considered an estimate and runs from the date that cleared funds amounting to 50% of the contract value are received by Lumous Limited. Lumous Limited cannot be held responsible for any time schedule over-run, whatever the cause.

4.5 Approval of Work

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify Lumous Limited, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to Lumous Limited as unsatisfactory within the 7 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 the 50% balancing payment under Clause 2.1 Fee Payable will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

4.6 Rejected Work

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by Lumous Limited to remedy any points reported by the Client as unsatisfactory, and Lumous Limited considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and Lumous Limited can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

4.7 Payment

Upon completion of 7 day review period, Lumous Limited will invoice the Client for the 50% balancing payment in accordance with Clause 2.1 Fee Payable hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 30 days of the date that the invoice was issued.

4.8 Remedies for Overdue Payment

If payment has not been received by the due date, Lumous Limited has the right to suspend ongoing work for the Client, until such time that full payment of the outstanding balance has been received. Lumous Limited has the right to charge an additional 0.5% credit charge for each day that the payment remains outstanding after the invoice due date. Non payment will result in legal action being taken if necessary. The Client agrees to pay Lumous Limited reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

4.9 Cancellation of a contract

The Client will formally notify Lumous Limited of the proposed cancellation of a contract by email or in writing. The Client will be invoiced for all work completed up to the point of the cancellation date at the standard Lumous Limited daily rate of £400.

5. INTELLECTUAL PROPERTY

5.1 Offers and Proposals

Offers and proposals made by Lumous Limited to potential clients should be treated as trade secrets and remain the property of Lumous Limited. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorisation from Lumous Limited. This includes, but is not limited to, aspects of the design and pricing information.

5.2 Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to Lumous Limited for inclusion in the Work. The conclusion of a contract between Lumous Limited and the Client shall be regarded as a guarantee by the Client to Lumous Limited that all such permissions and authorities have been obtained and that the inclusion of such material would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of Lumous Limited and indemnifies the same from any claims or legal actions however related to the content of the Work.

5.3 Permissions of use

Once Lumous Limited has received full payment of all outstanding invoices and the Work has been approved by the Client in accordance with Clause 4.5 Approval of Work, the Client will be granted permission for its use.

6. RIGHTS AND RESPONSIBILITIES

6.1 Right to Terminate

Lumous Limited reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable or in breach of Clause 5.2.

6.2 Events Beyond the Control of Lumous Limited

Lumous Limited will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of Lumous Limited.

6.3 Supply and Pricing of Services

Lumous Limited reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

7. INTERPRETATION

7.1 Jurisdiction

This Agreement shall be governed by the laws of The United Kingdom. In the event of a dispute arising out of this agreement, the parties agree to attempt to resolve this by negotiation. The said contract is void where prohibited by law.

7.2 Survival of Contract

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

7.3 Change of Terms and Conditions

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form and may change at any time.

Standard Terms and Conditions v1 September 2015