

Terms & Conditions

The following terms and conditions apply to all website development & design services provided by Trusted Digital Ltd to the Client.

1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. **Any purchase or use of our services implies that you have read and accepted our terms and conditions.**

2. Charges

Charges for services to be provided by Trusted Digital Ltd are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. Trusted Digital Ltd reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

No creative or development work will commence until Trusted Digital Ltd has received written approval of the quotation (by hand or by email) and a minimum deposit of 50% of the agreed costs (unless otherwise agreed in writing). This ensures that Trusted Digital Ltd is fully equipped to provide the very highest levels of service and expertise, from project inception through to completion.

A second payment of twenty five (25) percent is required after the development stage or at an agreed milestone, with the remaining twenty five (25) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.

Payment for services is due by cheque or bank transfer. Cheques should be made payable to Trusted Digital Ltd and sent to Trusted Digital Ltd, 48 Leazes Park Road, Newcastle upon Tyne, NE1 4PG. Bank details will be made available on invoices.

3. Client Review

Trusted Digital Ltd will provide the Client with an opportunity to review the appearance and content of the website or development work during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Trusted Digital Ltd otherwise within ten (10) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

Trusted Digital Ltd will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon Trusted Digital Ltd receiving initial payment, unless a delay is specifically requested by the Client and agreed by Trusted Digital Ltd.

In return, the Client agrees to delegate a single individual as a primary contact to aid Trusted Digital Ltd with progressing the commission in a satisfactory and expedient manner.

trusted.

During the project, Trusted Digital Ltd will require the Client to provide website content; text, images, movies and sound files.

5. Failure to provide required website content:

Trusted Digital Ltd is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do within one week of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

Using our content management system you are able to keep your content up to date yourself.

6. Payment

Invoices will be provided by Trusted Digital Ltd upon completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due. All prices are subject to VAT.

7. Additional Expenses

Client agrees to reimburse Trusted Digital Ltd for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

8. Web Browsers

Trusted Digital Ltd makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the latest versions of the most popular current browsers (e.g. Firefox, Google Chrome, Internet Explorer (11) etc.). Client agrees that Trusted Digital Ltd cannot guarantee correct functionality with all browser software across different operating systems.

Trusted Digital Ltd cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website has been designed and handed over to the

The logo for Trusted Digital Ltd, featuring the word "trusted." in a bold, lowercase, sans-serif font. The period at the end is a small dot.

Client. As such, Trusted Digital Ltd reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

9. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Trusted Digital Ltd's Web space, Trusted Digital Ltd will, at its discretion, remove all such material from its web space or suspend the website. Trusted Digital Ltd is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Trusted Digital Ltd reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Trusted Digital Ltd in enforcing these Terms and Conditions.

10. Termination

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

11. Indemnity

All Trusted Digital Ltd services may be used for lawful purposes only. You agree to indemnify and hold Trusted Digital Ltd harmless from any claims resulting from your use of our service that damages you or any other party.

12. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Trusted Digital Ltd the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Trusted Digital Ltd permission and rights for use of the same and agrees to indemnify and hold harmless Trusted Digital Ltd from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to Trusted Digital Ltd that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

13. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (Text files via e-mail or dropbox) and that all photographs and other graphics will be provided in high quality electronically in .jpeg or .png format. Although every reasonable attempt shall be made by Trusted Digital Ltd to return to the Client any printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

trusted.

14. Design Credit

A link to Trusted Digital Ltd will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than £5000, a fixed fee of £500 will be applied. The Client also agrees that the website developed for the Client may be presented in Trusted Digital Ltd's portfolio.

15. Access Requirements

If the Client's website is to be installed on a third-party server, Trusted Digital Ltd must be granted temporary read/write access to the Client's storage directories which must be accessible via SFTP. Depending on the specific nature of the project, other resources might also need to be configured on the server. Trusted Digital Ltd reserve the right to quote for any work to install or configure third party servers to ensure that they are compatible with any code we provide.

16. Post-Placement Alterations

Trusted Digital Ltd cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

17. Domain Names

Trusted Digital Ltd may purchase domain names on behalf of the Client. If required, a domain name will be registered by Trusted Digital Ltd on behalf of the client once we have received payment in full. The domain names may be registered to us, but the client is the legal owner of the domain and if they request to have details changed or the domain transferred elsewhere, we will do this within a reasonable timeframe. We may alternatively register the domain in your own name from the start or may ask you to register the domain yourself and simply provide us with access to your domain control panel/console to allow us to configure the domain as needed. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Trusted Digital Ltd. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

18. Website Hosting

If Client selects Trusted Digital Ltd to host a website the Client must make the agreed monthly payments on time. Trusted Digital Ltd recommends setting up a standing order or accepting our direct debit to cover this monthly payment. Alternatively this can be paid annually. If Client is more than 30 days late in making payment, Trusted Digital Ltd, at its sole discretion, may remove all material that relates to the Client from its servers or suspend the Client's website. Trusted Digital Ltd is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges on the Client's account. If the client does not use Trusted Digital Ltd hosting services, then the management and hosting of the website is the full responsibility of the Client. Website hosting can be cancelled by either Trusted Digital Ltd or the Client at any time by providing 30 days' notice. If the client does not wish to renew the monthly hosting, the live site files and associated data can be made available to the client on request and any domain name can be transferred to the client's nominated registrar

trusted.

account provided there are no outstanding invoices. A small admin fee to cover the time to do this may be payable.

trusted.

19. Search Engine Optimisation (SEO)

Trusted Digital Ltd do not take any responsibility for a client's website rank on search engines as Trusted Digital Ltd don't control these 3rd party search engines.

20. General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

21. Governing Law

This Agreement shall be governed by English Law.

22. Liability

Trusted Digital Ltd hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the website;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Trusted Digital Ltd to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

23. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

24. Arbitration

Any disputes in excess of the maximum limit for small claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon Arbitrator. The Arbitrator's award shall be final, and judgement may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable Solicitor's fees, and legal interest on any award or judgement in favour of Trusted Digital Ltd.

trusted.