

From time to time these terms and conditions may be reviewed and amended. An up-to-date copy of our terms and conditions may be found on the Adept website ([www.adeptdesign.co.uk](http://www.adeptdesign.co.uk)).

## General

These terms and conditions regulate the relationship between the customer (“the Customer”) and Adept Design (Norfolk) Limited (“Adept”) and apply to the all services offered by Adept (“the Service”).

### Billing and Payment

All prices are quoted in Great British Pounds and all payments shall be made in Great British Pounds. This agreement is subject to the jurisdiction of English law.

All prices exclude VAT unless otherwise specified. VAT will be charged at the prevailing rate when an invoice is raised by Adept to the Customer.

Adept will raise invoices to the Customer at regular intervals through the project, with a final invoice upon completion of work by Adept. Payment of invoices is required within 30 days.

Once work has been commissioned, any time spent working on the project by Adept will be recorded. Should the project be cancelled before completion, any work already completed will be invoiced for at our standard hourly rates. Any deposits paid to Adept in advance are non-refundable.

### What’s not included

Goods and services other than those specifically listed on a quotation will be charged as additional expenses to the project. These include but may not be limited to: writing and editing of text, stock photography fees, music and video licensing fees, purchase of special typefaces, printing costs, website hosting, domain names and software licensing fees.

Meetings at the Customer’s premises are only included if stated in the quotation. Additional meetings held at the Customer’s choice of location will be at extra cost, which is dependent on location, duration and staff attendance. Reasonable meetings held at Adept’s chosen premises are at no additional cost.

If the scope of a project changes from the initial quotation, additional charges will apply.

### Supply, Proofing and Signoff

Final checking and signoff on all work completed by Adept will be the responsibility of the Customer. Whilst Adept takes efforts to ensure that no mistakes are present, Adept can make no guarantees.

Proofs for print jobs will be presented via Adobe PDF or as 4 colour process laser proofs. Digital jobs will be presented in a suitable digital format such as a browser based visual.

### Authors Corrections

All materials provided to Adept by the Customer should be in their final form. Changes necessitated by the Customer’s revisions or additions following approval at any stage will be billed additionally at our standard hourly rate.

### Supply of text and images

All text and images should be supplied in a suitable digital format. It is the Customer’s responsibility to ensure that all images supplied are of a suitable resolution for the required use. Text should be provided in a format compatible with Microsoft Word.

All content supplied in hard copy or incompatible formats will be subject to additional charges for typing, scanning or converting.

Final content should be supplied to Adept before work is carried out to avoid additional costs being incurred for replacing content at a later date.

### **Stock Library Images and Photo Selection**

Where stock library images are purchased on behalf of the Customer by Adept, the cost of these images plus an administration charge will be passed on to the Customer. Each stock library image will be subject to additional terms and conditions. Some stock library images will be licensed only for the original use, and would require additional licensing in order to be used for other projects.

Depending on the individual image's license it generally is not possible for Adept to supply the Customer with the image for other uses.

Some stock library images carry additional licensing requirements, such as the requirement to display a credit alongside the image. The Customer will be informed where this is the case.

### **Model Releases**

Any image which depicts another person requires their permission to use the photo. Any photo provided by Adept will have the necessary permissions/model release in place. If an image is provided by the Customer, it is their responsibility to ensure any necessary permissions are obtained.

### **Copyright**

All materials provided by the Customer to Adept for the purposes of providing the Service will remain the copyright of the Customer where the Customer already owns such rights. The Customer is responsible for ensuring necessary permissions/licenses have been obtained for the use of any materials provided to Adept.

All materials produced by Adept will remain the copyright of Adept unless a separate agreement is reached regarding the transfer of intellectual property rights. The Customer will have permission to use these materials provided solely in the agreed capacity upon payment being made in full to Adept.

The Customer does not have permission to copy, resell or redistribute the materials produced by Adept without the express and written permission of Adept.

Adept may use elements from the Customer's project in its own promotional materials without restriction or permission. Adept may also use materials from the project as originally delivered for before/after representations.

### **Rush work**

Adept's ability to meet deadlines is based upon the Customer's provision of all necessary information and approvals in a timely manner. Fees quoted are based on work performed during the course of regular working hours. Our office hours are Monday to Friday, 9am to 5.30pm, excluding UK public holidays and a period of closure over Christmas. Overtime, evening, rush, holiday and weekend work necessitated by the Customer's directive is billed at 1.5 times the standard hourly rate on which all pre-quoted projects are based.

### **Validity Period**

All quotations shall be valid for 30 days. After this time fees and schedules may be subject to change. Proposals approved and signed by the Customer within the validity period are binding and

quotations will be honoured subject to the defined scope of the project and the provisions within these terms and conditions.

### **Archiving**

Within two weeks of a project being completed and invoiced, Adept will archive all digital files related to the project for a period of three years. Within 30 days of the files being archived, they will further be archived to a secure, offline, off-site location.

Files may be kept in the archive for more than three years, however after this time Adept make no guarantees of their availability. Files may be taken out of the archive, and supplied to the Customer for a fee. As some files may only be stored off-site Adept may require a minimum of 48 hours, Monday to Friday to retrieve the files.

Adept is not responsible for digital files becoming unreadable due to hardware or software changes. Files will be provided in the format created/supplied by Adept. If it is necessary for Adept to perform any additional restoration or conversion work further fees will be charged.

### **Supply of artwork**

Where file sizes allow, Adept will supply artwork or print ready files by email or other electronic transfer methods such as FTP.

When file sizes exceed 100mb Adept will normally supply files on CD/DVD by post, as it is more economical and reliable. This will take longer to receive the files as Adept are limited by the Royal Mail collection and delivery schedule so please give as much notice as possible.

If it is necessary for Adept to retrieve the Customer's files from an archive in order to supply artwork due to delays in the Customer's request for the artwork there will be additional charges.

### **Data protection and confidentiality**

Adept will take all necessary precautions to ensure that data provided by the Customer is stored securely whilst in its care. This includes ensuring physical and digital security is in place for all data stored on our premises and at other locations.

All data belonging to the Customer whether of a confidential nature or not will be treated as such. Express permission will be required from the Customer before any information will be released to a third party.

## **Website Design and Development**

### **Browser Compatibility**

Adept will attempt to test the Customer's website (during development) to ensure it functions correctly in a wide range of current web browsers on a range of different computers and devices. Any problems highlighted whilst the project is on-going will be corrected where possible.

Browsers with limited market share, including old versions of such browsers will not be tested unless specifically agreed in advance with the Customer. Supported browsers include the two most recent major releases of Microsoft Internet Explorer, Mozilla Firefox and Google Chrome. There may be additional fees for testing and support of specific browsers at the Customer's request.

### **Site Credits**

Adept will place a small and discreet link in the footer of the website linking to the Adept website. The wording and destination of this link will be set by Adept.

## **Changes to Content and Functionality**

Any time spent by Adept facilitating changes to the Customer's websites content or functionality after it has been launched/completed will be subject to additional charges.

Adept are not responsible for the on-going maintenance of the Customer's website. Where a Content Management System has been made available to the Customer, there may be some elements of the website that are fixed and not editable by the Customer. If the Customer requests Adept to make changes to such content/elements, standard hourly rates will apply for all work completed.

## **Warranty**

Adept will make use of technologies that are stable and unlikely to change. Adept will provide a standard warranty for bespoke developments for a period of 12 months after the date the development has been completed and the prototype website is delivered to the Customer.

An extended warranty may be offered by Adept at additional cost.

The Customer should report in full the details of any issue to Adept within the 12 month warranty period in order for the issue to be investigated. If an issue is reported that after investigation is found not to be a fault or the fault is with the Customers equipment, Adept reserve the right to charge for any time spent investigating the issue.

The warranty provided by Adept will cover technical faults with the Customer's website, missing functionality that was part of the original quotation, browser compatibility issues and security related issues.

The warranty does not cover malfunctions due to server changes where Adept are not providing the hosting service, additional functionality outside the scope of the original specification/quotation, changes to website content or problems related to the Customer's computer or communications systems.

Any issues reported after the warranty has expired, or that are not covered by the warranty, will be chargeable on a time and materials basis for any investigation and development time required.

## **Additional/Commercial Software**

Where additional software is provided by Adept, the Customer will be provided a non-exclusive license to use the software for its intended purpose on their website. Any additional/commercial software will be subject to the supplier's own terms and conditions and fees may apply beyond any initial term.

## **Disclaimer**

Adept will not be responsible for any damages the Customer's business may suffer, and offer no warranty beyond that specified. Adept disclaim any warranty or merchantability or fitness for a particular purpose, including loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Adept and its employees.

## **Hosting and Technical Support**

### **Billing and Payment**

All prices are quoted in Great British Pounds and all payments shall be made in Great British Pounds. This agreement is subject to the jurisdiction of English law.

All prices exclude VAT unless otherwise specified. VAT will be charged at the prevailing rate when an invoice is raised by Adept to the Customer.

Payment for the Service is due in advance. Invoices are due and payable within 30 days of the date of issue. In the event the Customer's account becomes past due, or is otherwise deemed insecure, Adept may, at its sole discretion, suspend, interrupt or disconnect the Service.

### **Term and Renewal**

The standard term is twelve months. Six month terms are available subject to a 25% surcharge of the pro-rata fee. Three month terms are available subject to a 50% surcharge of the pro-rata fee.

The Service is subject to a minimum term. In order to ensure continuity of service, the Service will automatically renew and be invoiced 45 days before the end of each term for a further term unless otherwise cancelled in advance in accordance with the cancellation policy. Any change in term must be notified in accordance with the cancellation policy.

The first term of website hosting for new Customers will commence on the date that the website prototype is delivered to the Customer on an externally accessible link.

### **Cancellation Policy**

The Customer may terminate this agreement by giving Adept at least 45 days written notice before the expiry date of the Service. The Customer remains obligated to pay all amounts remaining in the current term.

The Customer may alter the term of this agreement by giving Adept at least 45 days written notice before the expiry date of the Service.

Any notice of cancellation by the Customer or Adept shall not relieve the Customer of any obligation to pay fees accrued prior to such termination.

### **Fees**

The fees for the Service will be outlined to the Customer in a quotation from Adept.

Where fees are quoted as an annual price, fees will be invoiced annually in advance. Where fees are quotes as a monthly price, fees will be invoiced quarterly in advance.

Any additional fees accrued by the customer in relation to the Service will be added to the next invoice produced by Adept.

Adept reserve the right to vary prices between renewal dates; the Customer will be informed in advance of any changes at least 45 days before the expiry date of the current term. New prices will apply from the start of the next term of service. The Customer is under no obligation to renew the Service with Adept, however there will be a charge for any time spent by Adept in facilitating transfers, and the Customer must assume responsibility for ensuring site compatibility and for any disruption. Some facilities of the Customer's website may cease to function correctly on some hosting platforms due to situations beyond our control.

### **Resource Usage**

The Customer will be provided with an account with specified disk space and data transfer allocations.

The disk space used by the account includes all files related to the website, including but not necessarily limited to email storage, Content Management System files, and log files. If the Customer fills their disk space allowance, certain facilities such as email and some CMS systems may fail to

operate properly. The Customer will be sent a warning email if their usage exceeds 80% of the designated limit.

The data transfer use is a measure of all data transfer both inbound and outbound from the Customer's account. This includes data transfer used for HTTP, Email and FTP purposes. In order to ensure continuity of service should a spike in traffic occur, Adept will not limit data transfer usage, however should the Customer exceed the designated data transfer allowance, additional fees will be charged. The Customer will be sent a warning email if their usage exceeds 80% of the designated limit.

Unless otherwise arranged, the Service will run from a server shared by a number of customers. The Customer must not run, or allow to be run, any system intensive processes that could potentially affect the level of service provided to other customers of the system. Should Adept find a Customer is using a disproportionate amount of system resources, Adept reserves the right to remove or disable the offending facility, or if necessary the offending site.

### **Data Transfer Overages**

If the Customer exceeds the allocated amount of data transfer for their Service in any calendar month, additional data will be charged at the following rates:

First 1Gb per month: £7.50 (or part Gb) Next 24Gb per month: £2 per Gb (or part Gb) Any additional overage: £1.50 per Gb (or part Gb)

Additional data transfer will be billed monthly in arrears, however if outstanding charges total less than £45 Adept will collate these charges until either £45 of charges are accrued, or the next invoice related to the Service is issued.

### **Disk Space Overages**

Disk space usage is recorded daily. If the Customer exceeds the allocated amount of disk space for their Service on more than 2 days in any calendar month, additional storage will be charged based on the peak usage at £2.50 per 100mb (or part of) per month.

Additional disk space charges will be billed monthly in arrears, however if outstanding charges total less than £45 Adept will collate these charges until either £45 of charges are accrued, or the next invoice related to the Service is issued.

### **Refunds Policy**

The Service is subject to a minimum term and billed in advance, therefore no refunds of fees paid will be possible. The Customer is under no obligation to continue the service, as long as the required notice is provided to Adept before the current agreement lapses.

### **Access to the Service**

Hosting services provided by Adept are on a "Fully Managed" basis, unless otherwise agreed in advance in writing.

The Customer shall have no access to FTP accounts or hosting control panels unless agreed with Adept, and a waiver of liability is signed.

Where the Customer also has a Content Management System provided by Adept, access to the functionality of the system will not be limited. Adept will not be responsible for any damage or mistakes made by the Customer through the use of this system.

Configuration of the hosting, beyond the initial setup will be subject to additional charges, unless the Customer has purchased a hosting package which includes this service.

## **Transfer of Services**

Should the Customer wish to transfer their service to another provider, Adept will provide a dump of the website data and a dump of the websites databases to the Customer so that another host may take on the hosting of the website. Transfer of the hosting by the Customer will invalidate any outstanding warranty or support service offered by Adept, as Adept will no longer be in control of the integrity of the website and it's code.

Any assistance required facilitating the transfer of service beyond providing this data will be charged at our standard hourly rates for system administration.

## **Backup and Disaster Recovery**

Adept will be responsible for maintaining backups of the Customers data for the purpose of disaster recovery with all hosting services offered. In the event of hardware failure, Adept will ensure data is restored to the latest state stored in its backups. Please note this may result in some data loss as backups are not carried out in real time.

Additional, more regular backup services may be offered as a supplementary service as part of a support agreement.

Should the Customer request that data be recovered for any other reason, such as accidental deletion of data, this will be charged at our standard hourly rates for system administration unless otherwise covered by a support agreement.

## **Acceptable Use Policy**

Under no circumstances is unlawful or immoral material acceptable within our hosting network.

This includes, but is not limited to:

- No pornographic or adult oriented materials, or links to such material
- No pirated software, or links to such material
- No hackers programs, archives or links to such material
- No warez sites or links to such material
- No content that may be considered prejudicial or abrasive to an individuals race, creed, colour or sex
- No business of any illegal nature may be transacted on our servers
- Any attempts to undermine or cause harm to our network or a customer of ours is strictly prohibited

Adept do not allow spamming or unsolicited email to be sent from our servers, or to be sent referring to any domain name or email address maintained on our servers.

Outgoing email will be limited to 1000 emails per hour in order to prevent abuse. Bulk email may only be sent via designated services provided to the Customer by Adept.

If any unacceptable content is found on the Customers website Adept will take steps to ensure its prompt removal. If for any reason Adept are unable to remove the specific unacceptable content, it may be necessary to suspend access to the whole website. The Customer will be kept informed of any action taken against their account.

## **Refusal of service**

Adept reserve the right to refuse, suspend or cancel service at any time. Violation of any rules and regulations could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded.

If it is necessary to suspend the Customer's service for any reason a reconnection fee of £50 will be charged.

### **Indemnity**

The Customer shall indemnify Adept and keep Adept indemnified and hold Adept harmless from and against any breach by the Customer of these terms of business and any claim brought against Adept by a third party resulting from the provision of services by Adept to the Customer and the Customer's use of the services and the server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by Adept in consequences of the Customer's breach or non-observance of any of the terms of this agreement.

### **Availability and Up-time guarantees**

Adept will endeavour to provide a continuous and uninterrupted service. Adept guarantees a minimum service availability of 99.5% over any 12 month period to all customers on our "Starter Hosting" service. Customers who take a "Managed Hosting" package are guaranteed 99.9% availability.

Should availability fall below the guaranteed level, the Customer shall have the right to request a credit on their next invoice for the Service, corresponding to 5 times the Service charge for the period of the interruption.

### **Standard Technical Support Services (Complimentary Support Package)**

Adept will offer technical support to the Customer, in relation to the hosting service and content management system, included in the cost of the Service.

This technical support will be provided by email, through a web based ticketing system and will be available between 9am and 5pm, Monday to Friday, not including public holidays. Adept guarantees a response time of no more than 2 business days to all support tickets, and 4 hours for (such as the website being unavailable) during these hours. Due to the varied nature of potential support requests we can offer no guaranteed resolution time.

Technical support will cover any issues to do with the availability of the hosting service, and act as a helpdesk for software provide by Adept such as a content management system.

Adept will not be responsible for assisting the Customer with faults/configuration of their own equipment, even if such faults prevent the Customer from accessing the Service provided by Adept, or for providing support to the users of the Customers website.

Telephone support provided to customers on the Complimentary service would be charged at the standard hourly rates.

### **Premium Telephone Support Services (Optional)**

Should the customer take advantage of the Premium Telephone Support option, Adept will additionally provide unlimited support by telephone free of charge during the hours of operation.

Customers taking the premium service will be guaranteed a response time of no more than 4 hours to all software issues, 4 hours for hosting issues, and 1 hour for emergencies (such as the website being unavailable) during these hours.

## Domain Name Registration and DNS Management

### Billing and Payment

All prices are quoted in Great British Pounds and all payments shall be made in Great British Pounds. This agreement is subject to the jurisdiction of English law.

All prices exclude VAT unless otherwise specified. VAT will be charged at the prevailing rate when an invoice is raised by Adept to the Customer.

Payment for the Service is due in advance. Invoices are due and payable within 30 days of the date of issue. In the event the Customer's account becomes past due, or is otherwise deemed insecure, Adept may at its sole discretion, suspend, interrupt or disconnect the Service.

### Term and Renewal

Domain names are registered for a minimum term of either 12 months or 24 months depending on the extension of the domain. It may be possible in some cases to register a domain for a longer period if requested.

The Service is subject to a minimum term equal to the period of registration. In order to ensure continuity of service, Adept will automatically renew the Service for a further period of registration up to 30 days before the end of each term unless otherwise notified in advance in accordance with the cancellation policy.

The term will start from the date of registration, even when the Customer is not actively making use of the Domain during this time. Domains are registered on a "first come first served" basis. Failure to register a domain may result in it becoming unavailable for the Customer's use.

### Cancellation Policy

The Customer may cancel the Service or the renewal of the Service by giving Adept at least 30 days written notice. However, the Customer remains obligated to pay all amounts remaining in the current term.

Any termination by the Customer or Adept shall not relieve the Customer of any obligation to pay fees accrued prior to such termination.

Should the Customer cancel the service, Adept take no responsibility for the continued availability of the domain name to the Customer. Failure to secure the continued registration of a domain may result in it being registered by another party.

### Fees

The fees for the Service will be outlined to the Customer in a written quotation from Adept.

Fees will be invoiced in advance for the whole period of registration. Any additional fees accrued by the Customer in relation to the Service will be added to the next invoice produced by Adept.

Adept reserve the right to vary prices between renewal dates; the Customer will be informed in advance of any changes. New prices will apply from the start of the next term of service. The Customer is under no obligation to renew the Service with Adept, however there will be a charge for any time spent by Adept in facilitating transfers, and the Customer must assume responsibility for any disruption.

### Refunds Policy

The Service is subject to a minimum term and billed in advanced, therefore no refunds of fees paid will be possible. The Customer is under no obligation to continue the service, as long as the required notice is provided to Adept before the current agreement lapses.

## Transfer of Domains and DNS

Should the Customer wish to transfer their domain to another provider, Adept will facilitate this request. If the Customer is also transferring their DNS service the Customer will solely be responsible for ensuring compatibility and continuation of service.

Any assistance required facilitating the transfer of service beyond the change of IPS Tag or provision of Auth codes will be charged at our standard hourly rates for system administration.

It will under no circumstances be possible to transfer a domain to a different registrar within the first or last 30 days of any term of service. For some domain extensions due to conditions outside our control this period may be longer (for example .com domains may not be transferred in the first or last 60 days of a period of registration).

## Acceptable Use Policy

Under no circumstances is unlawful or immoral material acceptable on any domain provided by Adept.

This includes, but is not limited to:

- No pornographic or adult oriented materials, or links to such material
- No pirated software, or links to such material
- No hackers programs, archives or links to such material
- No warez sites or links to such material
- No content that may be considered prejudicial or abrasive to an individuals race, creed, colour or sex
- No business of any illegal nature
- Any attempts to undermine or cause harm to our network or a customer of ours is strictly prohibited

Adept do not allow spamming or unsolicited email to be sent from our servers, or to be sent referring to any domain name or email address maintained on our servers.

### Refusal of service

Adept reserve the right to refuse, suspend or cancel service at any time. Violation of any rules and regulations could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded.

If it is necessary for Adept to suspend the Customer's service for any reason, Adept reserve the right to charge a reconnection fee to cover the time spent in administering the suspension.

## Indemnity

The Customer shall indemnify Adept and keep Adept indemnified and hold Adept harmless from and against any breach by the Customer of these terms of business and any claim brought against Adept by a third party resulting from the provision of services by Adept to the Customer and the Customer's use of the services and the server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by Adept in consequences of the Customer's breach or non-observance of any of the terms of this agreement.

## Requests for DNS changes

Adept will provide DNS management as part of the Service. Any changes to DNS records must be submitted to Adept in writing, either by email or post, in advance. Adept will endeavour to make changes as quickly as possible during office hours, however please allow at least 48 hours for the changes to be made.

DNS changes may be requested at any time during the term of service.

Due to DNS propagation and caching, it may take up to a further 72 hours for any changes made to DNS to be live on the internet.

Advanced DNS management or consultancy will be charged for at our standard hourly rates for system administration.