

TERMS AND CONDITIONS

TERMS AND CONDITIONS/CONDITIONS OF AGREEMENT ISSUED BY AND ON BEHALF OF MINTING DESIGN A TRADING NAME OF MINTING LIMITED

1. Basic Responsibilities to Each Other

1.1 Our responsibilities to you are:

- 1.1.1 we will use our best endeavours to work and act in your best interests.
- 1.1.2 We shall explain to you how your website design is progressing and give you our advice and support whenever it is required or necessary.
- 1.1.3 Any confidential information which you give to Minting Design relating to your business, products or your services will be kept confidential and will not be disclosed to any third party except such information as you indicate (whether by written or oral permission) may be disclosed to customers or potential customers for any reason. All communications sent by you to us whether written, emailed or oral are private and will not be shared with third parties unless you specifically instruct us to do so.

1.2 Your Responsibilities to us are:

- 1.2.1 you must give us clear instructions which will allow us to design your website for you properly.
- 1.2.2 Not ask us to add any improper, offensive, threatening or unlawful content to your website. Some examples (although this list is not exhaustive) of such content which is not acceptable is porn, pirated software, hacking programs, spamming software and any other content which would contravene indecency and obscenity laws.
- 1.2.3 Not ask us to provide link to any improper, offensive, threatening or unlawful website on your behalf.
- 1.2.4 You are legally responsible (and not Minting Design) for all the content of your website (including but without limitation) all text, images, animations and audio content which you provide to us for inclusion in your website. The content that you provide to Minting Design must have been thoroughly checked by you for copyright infringement and you must not deliberately mislead us regarding any content which you supply to us for inclusion in your website. We WILL NOT knowingly include anything which has a copyright owned by a third party.
- 1.2.5 All communications sent by us to you whether written, emailed or oral are private and will not be shared with third parties unless we specifically instruct you to do so.

2. Quotations

- 2.1 Quotations are open for acceptance for one calendar month from the date of the quotation. Once a quotation has been accepted if any further or other out-of-pocket or unforeseen expenses do arise then we shall discuss these with you before incurring any additional or further costs. Errors and omissions excepted.

- 2.2 We charge 25% of the agreed price as a deposit and this deposit must be paid before commencement of work on your website.
- 2.3 You will be able to view your website's progress on our test server so that you can ask us to make any alterations to it before it goes live.
- 2.4 Once you are content with your website and your website has been completed, the final balance of the agreed price will become due immediately. We will invoice you accordingly. Payment of our invoice signifies your approval of the website.
- 2.5 Your website will be uploaded to the live server on the internet once we have received cleared funds for the balance of the agreed price.
- 2.6 We add VAT at the rate applicable.
- 2.7 Minting Design accepts payment by the following methods:
 - 2.7.1. Bank transfers.
 - 2.7.2 PayPal.
 - 2.7.3 Crossed cheques.
- 2.8 Minting Design reserve the right to charge for costs and expenses incurred in recovering late payments and to charge interest on overdue accounts at the rate in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

3. Logo Design

It is virtually impossible to check if a logo design created by or on behalf of Minting Design is similar to another already in existence. If a logo design created by us or on our behalf is already proven to be in existence and registered, then in this extremely unlikely event, Minting Design will design you a fresh logo.

4. Domain Registration Fees

All domain registration fees are non-refundable. This will also apply if your domain name registration is suspended, cancelled or transferred prior to the end of your current registration term.

5. Hosting and Hosting Fees

- 5.1 Minting Design can provide you with website hosting for an agreed fee and you are permitted to use this service for business, commercial or personal websites only. This service is provided via a reputable third party supplier, however, Minting Design is not responsible for, and shall not be liable, if we need to cancel your hosting service contract as a result of our hosting provider. Hosting fees are not refundable or transferable if you decide to move to another hosting service provider within the hosting term for which you have already paid. All email accounts are limited to 10Mb of storage on the server and it is your responsibility to remove unwanted emails to keep within this quota.
- 5.2 Minting Design will invoice for hosting annually on the 1st May of each year. The initial invoice amount will be pro-rata to the 30th April and then the full amount will be invoiced every subsequent 1st May.

- 5.3 Minting Design reserves the right to cease hosting immediately if cleared funds for hosting are not received by us on or before 30th April of each year prior to the new hosting period commencing on the 1st May of that year.
- 5.4 In order to keep our hosting secure, Minting Design does not generally release FTP information. If requested to do so by you, we will release the FTP information to you or to any other person or company nominated by you. Once the FTP information has been released Minting Design will not and cannot accept any responsibility or liability for your website's security or its ability to function, correctly or at all.

6. Further Important Information

- 6.1 All services which are offered and provided by Minting Design must be used for lawful and proper purposes only. Any storage, use, presentation or transmission of any text, images, data, copyright material or material that is obscene, offensive or threatening (which includes "adult only" material) of any kind or description whatsoever which is in violation of any laws of England and Wales (or any other worldwide countries' laws) are strictly prohibited. Such violation will result in Minting Design refusing to host, suspending or terminating any account which we host without recourse to the website owner. Minting Design reserves the right to cancel or terminate the services which it offers or provides.
- 6.2 Minting Design reserves the right to revise its terms and conditions and any charges which it makes for its services at any time without any prior notice whether written or oral.
- 6.3 Unless otherwise stated or agreed by prior written agreement all intellectual property rights (including but without limitation) copyright, registered and unregistered trade marks and database rights will remain the sole property of its original owner.
- 6.4 The websites which are designed by Minting Design are done so at the exclusive instruction of and based on information provided by each individual website owner and where the owner is more than one person such instruction will be deemed to have been given by all the owners concerned. The sole and entire responsibility for that information rests on each individual website owner/owners.
- 6.5 If a website owner/owners instructs Minting Design to change the owner's/owners' website content then this work will be undertaken on the strict understanding that no liability whatsoever regarding such changes and alterations will be assigned to Minting Design.
- 6.6 Minting Design will not be held responsible for any damages or losses arising from or relating to the use of any website created by and or any goods or services provided by Minting Design including website hosting and internet marketing services. Minting Design gives no warranty of any kind whatsoever, whether expressed or implied, for the services which Minting Design or any third party provides on behalf of Minting Design.
- 6.7 Minting Design disclaims any warranty or merchantability or fitness for a particular purpose of any website that it designs.
- 6.8 Minting Design will not be liable for loss of data resulting from delays, non delivery, wrong delivery and any or all service interruptions caused directly or indirectly by Minting Design.
- 6.9 Minting Design shall not be liable to any business for any incidental, consequential, special or punitive damages or lost or imputed profits or royalties arising out of this

agreement or any goods or services provided, whether liability is asserted in contract (including negligence and strict product liability) and irrespective of whether advice has been given of the possibility of any such loss or damage.

- 6.10 Minting Design only undertakes work on websites which are hosted on our own server. However, HTML files and images can be transferred in the future to any hosting company of your choice, provided that full payment for work done has been received. As some functions of a website are dynamically coded on our server, full functionality of a transferred website cannot be guaranteed. All HTML and XHTML pages created for you will be owned by you providing these pages are for your sole and exclusive use only.
- 6.11 Where an existing website has been transferred to Minting Design for hosting or design changes, there is a likelihood that a search engine will have previously indexed the website's pages. Although Minting Design will make its very best efforts to ensure that the transfer or design changes do not affect the search engine indexing, no responsibility is taken by Minting Design if a page or pages' alter their search engine placement or ranking.
- 6.12 No guarantees can be given that any Search Engine Optimisation (S.E.O.) will raise a website's ranking within any search engine but we will use our best endeavours to achieve this. It should be understood that S.E.O. does not produce instant results and the time taken may vary on different search engines.
- 6.13 All dynamic programming code including ASP, PHP and JavaScript has been created and supplied on a 'use of the coding function' basis and will remain the sole property of Minting Design.
- 6.14 Minting Design shall not be liable, whatsoever or howsoever arising, for damage of any kind or description (including but without limitation) direct, indirect, consequential, incidental or punitive which result from the use of, access to, or the inability to use the information contained in any website which it has designed.
- 6.15 Minting Design shall not be liable, whatsoever or howsoever arising, for any errors or omissions in the content of any website which it has designed.
- 6.16 Minting Design shall not be liable, whatsoever or howsoever arising, for any damage caused to or by viruses which may infect a website visitor's computer equipment, software, data or other property which may result from a website visitor's access to, use of, or browsing in any website which has been designed by it.
- 6.17 Minting Design shall not be liable, whatsoever or howsoever arising, for any damage which results from the downloading of material, data, text, images, video or audio content from any website which has been designed by it.
- 6.18 Minting Design shall not be liable whatsoever for any content in any website linked to a website designed by Minting Design and any resulting damage from a website visitor's access to any such linked website.
- 6.19 Actinic eCommerce software contains general template Terms and Conditions. Minting Design strongly recommends that clients seek independent legal advice as to the suitability of these Terms and Conditions in connection with their own business and that clients should not rely solely on the these template Terms and Conditions. Minting Design is willing to give basic general advice regarding eCommerce Terms and Conditions but clients should take and/or act upon this advice at their own risk. Minting Design will always recommend that clients seek professional legal advice regarding eCommerce Terms and Conditions for their websites.

7. Terminating this Agreement before a Commissioned Project is Completed

7.1 If you wish to end this agreement before your website is completed we will then have the right to charge you for our basic charges and any out-of-pocket disbursements and expenses that have been incurred by us on your behalf.

7.2 We can also end this agreement at any time if you do not keep to your responsibilities to us and we will then have the right to ask you to pay our basic charges and any other or further out-of-pocket disbursements and expenses incurred by us on your behalf.

These Terms and Conditions are governed by the laws of England and Wales and any disputes which cannot be resolved amicably will be referred to the exclusive jurisdiction of the English Courts.

Finally, by commissioning a project from Minting Design you are indicating full acceptance of the above-mentioned terms and conditions. The aim of Minting Design is to offer to you an efficient and effective service at all times and we are confident that we shall achieve this for you, however, if you do have any problems or queries please do not hesitate to discuss them with us so that we can resolve them quickly and amicably for you.