



**Stoneybrook
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West Sussex
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MAS-Design Terms & Conditions

1. Definitions:

- 1.1. 'Client' means the individual and/or business for whom MAS-Design is performing the services for.
- 1.2. 'Services' means the services to be performed by MAS-Design in accordance with the proposal.
- 1.3. 'Web Hosting' means the service to be provided of hosting a website on the internet for others to view.

2. Contract:

- 2.1. The process of the client agreeing to work being carried out by MAS-Design will be deemed as a contractual agreement between the client and the consumer and/or business.
- 2.2. The client approving at least one proof created by MAS-Design and/or instructing work to be undertaken will be deemed as the client accepting these terms and conditions.
- 2.3. MAS-Design reserve the right to update these terms and conditions at any time without informing the client.
- 2.4. Should any term or condition of this agreement be deemed unenforceable by the courts of English jurisdiction then such term or condition shall be disregarded and the remaining terms and conditions shall remain in full effect.
- 2.5. MAS-Design will perform all services using the degree of skill, care and diligence expected from a company experienced in the relevant industry.
- 2.6. MAS-Design will endeavour to complete the services within the time agreed with the client, but shall not be responsible for any delays.

3. General Liability

- 3.1. MAS-Design will only be liable to pay compensation to the client in relation to this agreement ONLY if a breach of the duty of care in clause 2.5 and 2.6 is established against MAS-Design.
- 3.2. Notwithstanding any other term to the contrary in this Agreement or any related document and whether the cause of action for any claim arises under or in connection with the Agreement in contract or in tort, in negligence or for breach of statutory duty or otherwise, MAS-Design shall limit any liability in relation to any cause of action as aforesaid in the aggregate for all claims shall be limited to a sum equivalent to one (1) times the fee payable under this Agreement or five hundred pounds (£500), whichever is the lesser.
- 3.3. MAS-Design limit all liability regarding personal injury claims when viewing any material created by MAS-Design to a maximum of one hundred pounds (£100).
- 3.4. No action or proceedings under or in connection with this agreement shall be commenced against MAS-Design after the expiry of one year after completion of the services.

4. Intellectual and Physical Copyright

- 4.1. MAS-Design will hold physical copyright to anything created by them until full payment has been received from the client. Once this has happened, MAS-Design will transfer copyright to the client.
- 4.2. MAS-Design will always hold intellectual copyright to any work carried out. If the client wishes to have this transferred to them, MAS-Design reserve the right to charge the client for up to 100% of the value of the work carried out.

5. The responsibility of the client

- 5.1. If any images and/or text are supplied to MAS-Design for use on any material created by them, it is the clients responsibility to ensure that the necessary permissions for the use of the have been granted. ***It is NOT the responsibility of MAS-Design to ensure this.***

6. Third Party Charges and Extra Costs

- 6.1. MAS-Design reserve the right to invoice clients for any registration and other un-expected charges that have occurred during the duration of the contract.
- 6.2. If the client requires MAS-Design to travel as part of the contract, they reserve the right to charge the amount per mile specified in our Price List. Any travelling during the quotation process (pre-contract) will not be included.

7. Conceptualising and Ideas

- 7.1. The process of creating designs and modifying them for the client is labour intensive. Therefore, MAS-Design reserve the right to invoice clients for any ideas/concepts created during the work carried out.

8. Quotes, Invoicing and Payment

- 8.1. Any quotes created by MAS-Design for services to be carried out are estimates, they are not final and MAS-Design reserve the right for the job cost to exceed the quote.
- 8.2. MAS-Design will invoice clients on the thirtieth (30th) day of every month or the last day (depending on which one comes first), but only if work has been carried out during that calendar month.
- 8.3. If hosting is provided by MAS-Design, the client will be billed a flat fee per year of the amount specified in our Price List unless agreed otherwise. If hosting is set up by MAS-Design for the client, the client will be invoiced for this before any other work commences.
- 8.4. Payment:
 - 8.4.1. Full payment must be received (unless otherwise specified), within thirty (30) days of the invoice received. A payment reminder will be e-mailed to the client seven (7) days before the amount is due.
 - 8.4.2. If MAS-Design fail to receive payment within the specified period, they reserve the right to charge ten percent (10%) of the invoice per month in late fees.
 - 8.4.3. If MAS-Design have failed to receive payment for a website after three (3) months, they reserve the right to remove the website until full payment (including Late Fee) has been received.
 - 8.4.4. MAS-Design will accept payment in the form of BACS and Cheque.
 - 8.4.5. MAS-Design will not issue any refunds unless it can be proven beyond reasonable doubt that the work carried out by MAS-Design does not fulfil the requirements specified in the original brief or any amendments.



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- 8.4.6. The Client shall not withhold any payment of any sum or part of a sum due to the MAS-Design under this Agreement by reason of claims or alleged claims against the MAS-Design unless the amount to be withheld has been agreed between the Client and the MAS-Design as due to the Client or such sum arises from an award in adjudication, arbitration or litigation in favour of the Client and arises under or in connection with the Agreement. Save as aforesaid all rights of set off at common law, in equity or otherwise which the Client may otherwise be entitled to exercise are hereby expressly excluded.
- 8.5. If a party is in breach of a material term of this Agreement and despite written notice from the other party fails to remedy such breach within thirty (30) days or such other period as may be agreed between the parties, then the other party shall be entitled to terminate this Agreement forthwith.
- 8.6. Either Party may terminate this agreement by the provision of one (1) month's notice. The fee due will be determined by MAS-Design and will depend on the services provided to date.
- 9. Websites, Web Hosting and E-Mail**
- 9.1. Web Hosting and E-Mail:
- 9.1.1. Any Web Hosting provided is subject to the Terms and Conditions of M6.Net and Hostrilla.
- 9.1.2. MAS-Design are not liable for any down-time of the Web, Database or E-Mail server.
- 9.1.3. MAS-Design are not responsible for making backups of the data stored on the client's web space, database server or e-mail account.
- 9.1.4. If a mail server is provided by MAS-Design to the client, it is the client's responsibility to comply with Anti-Spam laws and the terms and conditions of M6.NET or Hostrilla.
- 9.2. Web Design:
- 9.2.1. MAS-Design are not liable for any content which is on the website created that has been provided by the client.
- 9.2.2. Our websites are in accordance with the specification provided by the client. It is the clients responsibility that if subject to individual laws, such as E-Commerce, that the website complies with them.
- 10. Computer Support**
- 10.1. MAS-Design are not liable for any damage created by them during a computer support contract.
- 10.2. MAS-Design do not operate a 'No Fix No Fee' policy.
- 10.3. If travelling is required then all call-outs will be subject to a fixed call-out fee. Please contact us for more information.
- 11. Future Support and Problems**
- 11.1. Future Support:
- 11.1.1. MAS-Design are not obliged to provide extra support to the client once the contract has ended. As part of the contract, the services the client has been invoiced for will be handed to the client in a single contract. There is no guarantee of ongoing support unless agreed otherwise by MAS-Design.
- 11.2. Future Problems:
- 11.2.1. MAS-Design are not liable for any unforeseen future problems caused by, but not limited to malicious software and/or viruses, spyware, malicious software, and website hacking.
- 12. Disputes**
- The parties shall attempt to resolve any difference or dispute between them by mutual agreement. If such cannot be resolved then any dispute arising out off or in connection with this Agreement, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the LCIA, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one and the place of arbitration shall be England.