



The following Terms and Conditions of Service apply to all products and services provided by Martin Hyde Limited, trading as Design and i.

Martin Hyde Limited

Registered Office:  
Studio 2.7 - Banks Mill Studio's  
71 Bridge Street  
Derby  
DE1 3LB

Company Number: 6172481

All work is carried out by Design and i on the understanding that the client has agreed to Design and i's terms and conditions.

### Project Acceptance

At the time of proposal, Design and i will provide the client with a written estimate or quotation along with a copy of terms and conditions.

A copy of the written estimate or quotation is to be signed and dated by the client to indicate acceptance and should be returned to Design and i. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Design and i's terms and conditions. No work on a project will commence until either document has been received by Design and i.

### Design Charges

Charges for design services to be provided by Design and i, will be set out in the written estimate or quotation that is provided to the client. At the time of the client's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 40% of the quoted fee will become immediately due. Work on the project will not commence until Design and i has received this amount.

### Charges for Additional Work

Additional design work not covered in the estimate or quote will be charged at an hourly rate. Clients will be advised of this before any additional work commences.

### Payment

Payment will be due as specified in the estimate or quote. Payments can be made by BACS or cheque (payable to Martin Hyde Limited).

Accounts which remain outstanding for 28 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

Publication and/or release of work done by Design and i on behalf of the client, may not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. Design and i reserves the right to consider an account to be in default in the event of a returned cheque.

### Copyrights and Trademarks

By supplying text, images and other data to Design and i for inclusion in the client's website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Design and i on behalf of the

client, will remain the property of Design and i and/or it's contractors.

The client may request in writing from Design and i, the necessary permission to use materials (for which Design and i holds the copyright) in forms other than for which it was originally supplied, and Design and i may, at it's discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Design and i, the client grants Design and i permission to use this material freely in the pursuit of the design.

Should Design and i supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client will agree to allow Design and i to remove and/or replace the file.

The client agrees to fully indemnify and hold Design and i free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

### Alterations

The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the approved design will be liable to a separate charge.

The client also agrees that Design and i holds no responsibility for any amendments made by any third party, before or after a design is published.

### Licensing

Any design, copywriting, drawing, idea or code created for the client by Design and i, or any of it's contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Design and i and any of it's relevant sub-contractors.

### Data Formats

The client agrees to Design and i's definition of acceptable means of supplying data to the company.

Text is to be supplied to Design and i in electronic format as standard text (.txt), MS Word (.doc) on DVD, or CD-ROM, or via e-mail. All text should have been proof read and complete.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by Design and i via DVD, CD-ROM, or e-mail.

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.

### Design Project Duration

Any indication given by Design and i of a design project's duration is to be considered by the client to be an estimation. Design and i cannot be held responsible for any project overruns, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Design and i for the initial payment or date indicated in writing.

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### Rights of Access for Website Construction

The client agrees to allow Design and i all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The client also agrees to allow Design and i access to any computer systems, usernames and passwords required to remove project for failure to comply with these Terms and Conditions.

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

### Design Project Sign Offs

Design and i considers the design project complete upon receipt of the client's written confirmation (email or letter) of sign off. The client must give sign off or appropriate feedback within 14 days. If a client fails to do this Design and i reserve the right to invoice the client for the monies owed.

Other work not included in the original quote or estimate constitute a separate project and can be treated as a separate charge.

On larger projects with multiple sign off stages, the client must give sign off or appropriate feedback on each stage, within 14 days. If a client fails to do this Design and i reserve the right to invoice the client for the monies owed for work up to that point.

Work will not commence on the next stage of any project until the previous stage is signed off and any payment due received.

### Hosting websites

Design and i does not offer in-house hosting services. Design and i can only suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Design and i may request that clients change the type of hosting account used if that account is deemed by Design and i to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees due to the hosting organisation are the responsibility of the client and Design and i are not liable for their payment.

### Domain Registration

Design and i cannot guarantee the availability of any domain name. Where Design and i is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

### Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, Design and i cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

### Design Credits

The client agrees to allow Design and i to place a small credit and/or a link to Design and i's own website on the client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The client also agrees to allow Design and i to place websites and other designs, along with a link to the client's site on Design and i's own

website for demonstration purposes and to use any designs in its own publicity.

### Rights of Refusal

Design and i will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities.

### Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Design and i will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 28 days.

### Disclaimer

Design and i makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Design and i will not be held responsible for any and all damages resulting from products and/or services it supplies. Design and i is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause.

Design and i reserves 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. Design and i will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

### General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Design and i reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

### Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by Design and i and validated by the client's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Design and i.

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