

## Standard Terms and Conditions

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”).

From time to time these terms and conditions may be reviewed and amended. Existing customers will be notified in advance of any changes being enforced. An up-to-date copy may be found on our website ([www.adeptdesign.co.uk](http://www.adeptdesign.co.uk)). Separate terms and conditions are published on our website for additional services such as website hosting and domain name registration which should be read in conjunction with this document.

### 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 any project, with a final invoice upon completion of work by Adept. If a project lasts more than 60 days, or is delayed, an invoice will be raised for any work completed up to that point. Payment of invoices is required within 30 days of the invoice date.

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 fees invoiced 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 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.

## **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, model releases and 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 edit, 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.

Where print estimates are provided, these are subject to change until the artwork has been finalised, due to constantly fluctuating material costs. We will let you know if the final price is different from an initial estimate.

## **Printing**

While every endeavour is made to ensure the accuracy and consistency of printing, due to a variety of factors including environmental differences and availability of materials there may be some variation in colour and finish between print jobs. A higher level of consistency may be available using Pantone matched colours and specific brands of materials, please request this at the point of quoting if this is required.

Due to the nature of the printing process, quantities specified are approximate. The customer shall not be entitled to reject the products if up to and including 10% more or less than the quantity ordered is delivered.

Print lead times are always estimates. A guaranteed lead time may be available on some products subject to additional costs. If the customer does not sign off print ready artwork at the agreed time and date, lead times will vary.

## **GDPR, Data Protection and Confidentiality**

Adept will take all necessary precautions to ensure that data held by Adept and 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.

### **What we collect and how we use it**

As a Data Controller, Adept stores information related to clients, contacts, jobs and quotes. This information is used to provide our services to our clients.

We will share limited personal information to our third-party suppliers for the purposes of providing our services, such as delivery details to a print supplier. We will not rent, swap or sell your personal information to other organisations for them to use in their own marketing activities.

We may also act as a Data Processor on behalf of clients (who remain the Data Controller for their data). In these cases, we will only act on behalf of instructions provided by the Data Controller.

### **Right of access, rectification and erasure**

We respect your rights under GDPR to access, rectify or have erased your data. Where Adept are the Data Controller, all requests should be sent by email to:

Email: [admin@adeptdesign.co.uk](mailto:admin@adeptdesign.co.uk)

or by post:

*Adept Design*  
29 Morgan Way  
Norwich  
Norfolk  
NR5 9JJ

As per our obligations under GDPR, we will respond to such requests within one month. Information will be provided free of charge.

Where Adept are acting as a Data Processor on behalf of a Data Controller, requests should be directed to [support@adeptdesign.co.uk](mailto:support@adeptdesign.co.uk). We will respond to such requests within 7 days to facilitate your obligations under GDPR. A charge will be made to the Data Controller for this, at our standard hourly rates, subject to a 1 hour minimum charge. We will only respond to requests from the Data Controller and not from Data Subjects where Adept is acting as a Data Processor.

## **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/Edge, 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.

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. Standard hourly rates will apply for all changes made by Adept. A quote will be provided in advance on request. A minimum charge of £65 will apply to all changes carried out by Adept.

### **Warranty**

Adept will provide a standard warranty for bespoke developments for a period of 1 year after the date the development has been completed and the prototype website is delivered to the Customer.

The Customer should report in full the details of any issue to Adept within the 1 year 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 your website, 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 software is provided by Adept, the Customer will be provided a license to use the software for its intended purpose on their website. Any software will be subject to the supplier's own terms and conditions and fees may apply beyond any initial term.

## **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.

## **Complaints Procedure**

We aim to always give outstanding customer service, however we recognise that from time to time issues may arise. We are committed to resolving any such issues as quickly and efficiently as possible.

In the first instance, please bring any comments or complaints to the attention of your account manager or other contact at Adept.

If you are unhappy with any of our services, or you feel that you have not received a satisfactory response from our staff, you may escalate your complaint in writing to:

*Ben Kemp, Managing Director*  
Adept Design (Norfolk) Ltd  
29 Morgan Way  
Norwich  
Norfolk  
NR5 9JJ

You should expect to receive a response to your query within 5 days of us receiving your correspondence. On receipt of your complaint we will thoroughly investigate any issues raised and propose a course of action for resolution.