



## Terms & Conditions

The following Terms and Conditions of Service apply to all products and services provided by Rustierus.

All work is carried out by Rustierus on the understanding that the client has agreed to these terms and conditions.

Copyright is retained by Rustierus on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by Rustierus as fulfilling the contract. All other designs remain the property of Rustierus, unless agreed in writing that this arrangement has been changed.

### Project Acceptance

At the time of proposal, Rustierus will provide the customer with a written estimate. The Terms and Conditions relating to the estimate can be read in full on the website [www.rustierus.co.uk](http://www.rustierus.co.uk). A copy of the written estimate is to be signed and dated by the customer to indicate acceptance and should be returned to Rustierus. Alternatively, the client may send an official order in reply to the estimate which binds the client to accept Rustierus' terms and conditions. No work on a project will commence until either document has been received by Rustierus. At the time of the customer's signed acceptance of this estimate, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 25% of the estimated fee will become immediately due. Work on the project will not commence until Rustierus has received this amount.

### Charges for Other Services

Charges for any additional services over and above the estimated design will become fully payable (100% of the quoted amount) at the time of estimate acceptance.

### Payment

The customer will be provided with an Invoice at the time of final publication. At this time the remainder of the amount due will become payable. Accounts which remain outstanding 21 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount. Payments may be made by cash, cheque or electronic funds transfer.

Returned cheques will incur an additional fee of £35 per returned cheque. Rustierus reserves the right to consider an account to be in default in the event of a returned cheque.

An account shall be considered default if it remains unpaid after 21 days from the date of invoice, or following a returned cheque. Customers whose accounts become default agree to pay Rustierus reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

### Copyrights and Trademarks

By supplying text, images and other data to Rustierus for use in a project, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer or rightful copyright/ trademark owner. Any artwork, images or text supplied and/or designed by Rustierus on behalf of the customer, will remain the property of Rustierus and/or its suppliers until full cleared funds are received.

By supplying images, text, or any other data to Rustierus, the customer grants permission to use these materials freely in the pursuit of the design. Should Rustierus or the customer 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 customer will agree to allow Rustierus to remove and/or replace the file in the appropriate project. The customer agrees to fully indemnify and hold Rustierus free from harm in any and all claims resulting from the customer in not having obtained all the required copyright and/or any other necessary permissions.

### Alterations

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The customer also agrees that Rustierus 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 customer by Rustierus, or any of its 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 Rustierus and any of its relevant sub-contractors. All design work- where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Rustierus will not be held responsible for any and all damages resulting from such claims. Rustierus is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Rustierus responsible for any such loss or damage. Any claim against Rustierus shall be limited to the relevant fee(s) paid by the customer.

## Data Formats

The client agrees to Rustierus's definition of acceptable means of supplying data to the company.

Text and images are to be supplied to Rustierus in electronic format on CD-ROM, DVD-ROM, USB drive or via e-mail. Text is to be supplied as standard text (.txt) or MS Word (.doc) formats, images as Adobe Photoshop (.psd), Adobe Illustrator (.ai), Encapsulated Postscript (.eps), Tagged Image File Format (.tif), Joint Photographic Experts Group (.jpg), Portable Network Graphics (.png) or Graphic Interchange Format (.gif) formats. Images must be of a quality suitable for use without any subsequent image processing (at least 300dpi for print purposes, 72dpi for web use). Rustierus will not be held responsible for any image quality which the client later deems to be unacceptable. Rustierus cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials. 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 Rustierus of a design project's duration is to be considered by the customer to be an estimation. Rustierus cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Rustierus for the initial payment or by date confirmed in writing by Rustierus.

## Rights of Access for Website Construction

The client agrees to allow Rustierus 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 customer also agrees to allow Rustierus access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions. The customer agrees to supply Rustierus with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

## Website design only

Once web design is complete, Rustierus will provide the customer with the opportunity to review the resulting work. Rustierus will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Rustierus by e-mail or fax and confirmed by post. Rustierus will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

## Hosting websites

Rustierus does not offer in-house hosting services. Rustierus can only suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Rustierus may request that clients change the type of hosting account used if that account is deemed by Rustierus 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 Rustierus are not liable for their payment.

## Domain Registration

Rustierus cannot guarantee the availability of any domain name. Where Rustierus 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, Rustierus 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 customer agrees to allow Rustierus to place a small credit on printed material, exhibition displays, advertisements and/or a link to Rustierus's own website on the customer'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 customer also agrees to allow Rustierus to place websites and other designs, along with a link to the client's site on Rustierus's own website for demonstration purposes and to use any designs in its own publicity.

### **Rights of Refusal**

Rustierus 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. Rustierus also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Rustierus does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Rustierus to remove the contravention without hindrance or penalty. Rustierus is to be held in no way responsible for any such data being included.

### **Cancellation**

Cancellation of orders may be made initially by telephone contact or e-mail, however, following this, Rustierus 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 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Rustierus within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

### **Disclaimer**

Rustierus makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Rustierus will not be held responsible for any and all damages resulting from products and/or services it supplies. Rustierus is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Rustierus responsible for any such loss or damage. Any claim against Rustierus shall be limited to the relevant fee(s) paid by the customer.

Rustierus 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. Rustierus will not knowingly perform any actions to contravene these and the client also agrees to be so bound. Rustierus and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Rustierus recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

### **General**

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

### **Acceptance of Estimate and Terms and Conditions**

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