

# CONTRACT OF ACCEPTANCE

All services provided by Limongrafica to the Customer are subject to the following terms and conditions.

**1 Acceptance.** A copy of these terms and conditions must be signed by all new customers at the time of submission of work to Limongrafica, indicating agreement to and acceptance of these Terms and Conditions. Alternatively, payment of an advance fee or payment is an acceptance of our terms and conditions.

**2 Charges.** Charges for services to be provided by Limongrafica are defined in the project quotation that the Customer receives via e-mail (hard copy available). All Web site design services require an advance payment of a minimum of 25% or £500.00 (Five hundred Pounds), whichever is the greater, before the project is started. The remainder of the project total will be due upon completion of the work prior to upload to the server or release of materials. Charges for web design work do not cover the release of source files; if the Customer requires these items then a separate quotation can be prepared. All work carried out by Limongrafica is subject to VAT at the prevailing rate. Payment for services is due by cheque or bank transfer.

Cheques should be made payable to Limongrafica and sent to Forum House, Stirling Road, Chichester, West Sussex PO19 7DN

Payment by bank transfer should be made to:

Account name: Limongrafica Limited, Account no. 40689355 Sort Code 09-01-27.

**3 Customer Review.** Limongrafica will provide the Customer with an opportunity to review the appearance and content of the Web site during the design and once they are completed. At the completion of the project, the design will be deemed to be accepted and approved unless the Customer notifies Limongrafica otherwise within ten (10) days of the date the designs are made available to the Customer.

**4 Turnaround Time and Content Control.** Limongrafica will install and publicly post or supply the Customer's Web site by the date specified in the project proposal, or if no such date is specified, within six weeks of the date initial payment is received from the Customer, unless a delay is specifically requested by the Customer and agreed by Limongrafica. In return, the Customer agrees to delegate a single individual as 'first-point-of-call' to aid Limongrafica with progressing the commission in a satisfactory and expedient manner. During the project, Limongrafica will require the Customer to provide content and images. If content is not provided within four (4) weeks of an official request by email then Limongrafica

reserves the right to advise the Customer of a revision to the final payment fee based on new or revised pricing schedules that may be introduced from time to time. If content is not provided within eight (8) weeks from the original email request then the Customer is considered to be in default of the commission, the project will be terminated and the Customer sent the final invoice for immediate payment. Limongrafica will agree, at its discretion, to recommence the commission after agreement is reached on a new quotation document and once the original fees have been paid.

**5. Payment.** Invoices will be provided by Limongrafica upon completion of the work for Web Design and any associated services. Invoices are normally sent via email; however, the Customer may elect to receive hard copy invoices. Invoices are due upon receipt. Limongrafica payment terms are 7 days.

**6. Default.** Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Customer in default maintains any information or files on Limongrafica's Web space, Limongrafica will, at its discretion, remove all such material from its web space. Limongrafica will not be responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Customer of the obligation to pay any outstanding charges assessed to the Customer's account. If registration of a domain name has lapsed due to non payment, it shall be the customer's responsibility to carry out any new registration. Reinstatement of the content to the web space or re-registration of the domain will incur a charge of £75.00. Reinstatement will take place only when cleared funds for the outstanding payment and such reinstatement charges have been received. Cheques returned for insufficient funds will be assessed a return charge of £25.00 and the Customer's account will immediately be considered to be in default until full payment is received. Customers with accounts in default agree to pay Limongrafica's reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Limongrafica in enforcing these Terms and Conditions.

**7. Termination.** Termination of services by the Customer must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Customer will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days. Limongrafica reserve the right to termination of an account which is deemed to go beyond the initial quotation.

**8. Copyright.** The Customer retains the copyright to data, files and graphic logos provided by the Customer, and grants Limongrafica the rights to publish and use such material. The Customer must obtain permission and rights to use any information or files that are copyrighted by a third party. The Customer is further responsible for granting Limongrafica permission and rights for use of the same and agrees to indemnify and hold harmless Limongrafica from any and all claims resulting from the Customer's negligence or inability to obtain proper copyright permissions. A contract for Web site design and/or placement shall be regarded as a guarantee by the Customer to Limongrafica that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

**9. Standard Media Delivery.** Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Customer in electronic format (ASCII text files delivered on floppy disk or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Limongrafica to return to the Customer any images or printed material provided for use in creation of the Customer's Web site, such return cannot be guaranteed.

**10. Design Credit.** A link to Limongrafica will appear in either small type or by a small graphic at the bottom of the Customer's Web site. If a graphic is used, it will be designed to fit in with the overall site design.

**11. Access Requirements.** If the Customer's Web site is to be installed on a third-party server, Limongrafica must be granted temporary read/write access to the Customer's storage directories, and those directories must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

**12. Post-Placement Alterations.** Limongrafica cannot accept responsibility for any alterations caused by a third party occurring to the Customer's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

**13.** **Domain Names.** Limongrafica may purchase domain names on behalf of the Customer. Unless otherwise stated, payment and renewal of those domain names is the responsibility of the Customer. In which case, the loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Limongrafica. The Customer should keep a record of the due dates for payment to ensure that payment is received in good time.

**14.** **General.** These Terms and Conditions supersede all previous representations, understandings or agreements. The Customer's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment is an acceptance of our terms and conditions.

**15.** **Governing Law.** This Agreement shall be governed by English Law

for LIMONGRAFICA :

for THE CLIENT :

Date :

# GLOSSARY OF TERMS

Within the quotation document the following words have the specified definitions:

**Internet/web:** A global network of computers using for the storage and retrieval of information.

**Website:** A connected group of pages on the internet regarded as a single entity.

**Operating system:** A collection of software which dictates a computers operations,  
e.g. Windows XP or Mac OS X

**Website browser/browser:** Computer software program used to navigate the internet.  
e.g: Internet Explorer or Firefox

**Hosting/host/server:** A computer accessible to internet users which makes available or  
'publishes' a website on the internet.

**URL/domain name:** The address of a website, e.g. [www.limongrafica.com](http://www.limongrafica.com)

**(X)HTML:** Hypertext Mark Up Language is the standard web scripting language used to create web pages. Extensible Hypertext Markup Language is the latest standard of this language.

**CSS:** Cascading Style Sheets are used for visual formatting of web pages.

**Compliant:** (X)HTML and CSS coding is validated for compliancy by the World Wide Web Consortium (W3C). Compliant code aids an accessible, reliable and future-proof website.

**PHP:** Pre Hypertext Processor is a scripting language used to perform complex commands from HTML pages.

**MySQL:** MySQL is a multi-user, SQL (Structured Query Language) database management system, used to store numerous kinds of information, for example page content or submitted orders.

**Open source:** software or scripts distributed in source under licenses guaranteeing to anybody  
The rights to freely use, modify, and redistribute the code.

**Search Engine:** website which allows users to find information on the internet by entering a search term. E.g. Google.

**Search Engine Optimisation:** action to improve the prominence of a website in search engine listings.

# BROWSER SUPPORT

Your website will be tested to support the following major browsers and operating system platforms:

Windows (XP & Vista) :

Internet Explorer 6, 7 & 8

Mozilla Firefox

Opera 9

Mac OS:

Safari 1, 2 & 3

Mozilla Firefox

Opera 9

This guarantees that the final website will display and function correctly in the vast majority of current and future web browsers, including many not listed here.

If support is required for a specific browser or operating system which is not on this list, you must notify Limongrafica before work begins.