



Standard Contract

1. Statement of Acceptance

This document is a contract between **CARL MASON** on behalf of NovusDesigns.co.uk and _____ on behalf of _____. This contract is valid from _____.

2. Definitions

The terms 'We', 'Us', 'Our', 'I', 'NovusDesigns', 'ND', 'C2Digital' and 'C2D' refer to NovusDesigns.co.uk and associated companies. The terms 'You', 'Your', 'Client', 'Them', 'They' and 'Customer' refers to you, the client of NovusDesigns.co.uk. This contract takes priority over any signed before or after and acts as a legally binding agreement.

3. Contract Purpose

- 3.1 The purpose of this contract is to clearly state the obligations of both NovusDesigns and the Client. It will show exactly what work the NovusDesigns is obligated to do, how long NovusDesigns has to do. It will also show the payment the Client is required to pay, when it needs to be paid and the circumstances for refund and/or compensation
- 3.2 In cases of dispute, this contract will be the main sole of reference for deciding the outcome.
- 3.3 Any other services apart from Design (ie. Hosting, Management) have their own set of Terms and Conditions which must be agreed to. These Terms and Conditions cover Design Only Orders.

4. Service Obligations

- 4.1 NovusDesigns is obligated to provide the services listed in the 'Service Agreement' which is to be agreed before the signing of the document.
- 4.2 The Client is free to amend the Service Agreement with additional service at any time with the understanding that additional services will incur a fee and grants NovusDesigns more time to complete the order.
- 4.3 The Client is free to amend the Service Agreement by removing services at any time with the understanding that any removed services may still incur a fee at the discretion of NovusDesigns.
- 4.4 The client is required to submit information requested by NovusDesigns in a timely manner (typically 12 hours). After this time, NovusDesigns is not obligated to finish work within a specific time limit and is exempt from our guarantee.

5. Deposits

- 5.1 Any orders over the value of £300 require a deposit of at least 10%.
- 5.2 NovusDesigns has the right to require a deposit at any point during the order to a maximum of 25% of the final cost
- 5.3 NovusDesigns is obligated to return the deposit in any of the following circumstances; Order is cancelled before work has begun, work deviates from Service Agreement, NovusDesigns is unable to complete order.
- 5.4 Deposits are exempt from point 6 (refunds) at the discretion of NovusDesigns except where required in point 5.3.

6. Refunds

- 6.1 Any refunds must be sought within 28 days of payment
- 6.2 The client may seek a refund if the finished order deviates from the Service Agreement
- 6.3 The client is not entitled to a refund if they simply dislike the finished product and have previously agreed to a design
- 6.4 Any refunds will be made by the method of original payment. Where this is not possible, payment will be made in the form of a cheque in the name of the original payee only.
- 6.5 The client may seek a refund if the work was not completed within a reasonable time period (maximum of 6 weeks from order date).
- 6.6 The only exception to point 6.5 is if the Client has ordered additional services or if the Client was advised in writing (including email) that the order would take longer than 6 weeks.
- 6.7 A refund may also be given if NovusDesigns has broken its guarantee. A copy of the guarantee may be obtained either via the website or by request. Please note: this point applies only to the guarantee in effect at the time of order.
- 6.8 NovusDesigns may issue a pro-rotata refund in lieu of its Lifetime Warranty. Refer to point 19 for further information.
- 6.9 Refunds will not be available in the event of point 13.

7. Copyright Ownership & Rights

After full payment has been received, the Client has ownership of all Copyrights. Until full payment is received, Copyrights remain the property of NovusDesigns and its associated Companies. The only exception to this is where certain elements of an order are copyrighted to an external party, in which case, the material will be licensed and proof of licence will be given to the Client at the time of full payment. The Client also agrees that NovusDesigns has the permission to use any material copyrighted to the Client for the purposes of fulfilling the order (eg. Logos, Trademarks ect...).

8. Liability

- 8.1 NovusDesigns takes no responsibility for loss of money or any other types of damage resulting from the use of their work or website downtime.
- 8.2 It is the responsibility of the Client to ensure websites and associated services are fit for the purpose they wish to use them for, and to ensure suitable backups are available in times of need.
- 8.3 For clarity, employees of NovusDesigns remain independent of The Client and their business but require the same legal rights and protection if/when on the Client's premises.
- 8.4 NovusDesigns is not responsible for the loss of any data as a result of using their services or associated services. As noted in point 8.2, the Client is expected to ensure suitable backups are in place and working correctly.
- 8.5 The total aggregate liability of NovusDesigns in respect of any and all causes of action arising out of or in connection with the Client's order and our services in pursuant to an order (whether for breach of contract, strict liability, tort (including, without limitation, negligence), misrepresentation or otherwise) shall be limited to the sums paid to Us by the Client.
- 8.6 In the event of a third party claiming damages The Client agrees to take responsibility if NovusDesigns was performing a task defined in the Service Agreement at that time only.

9. Illegal Matter

NovusDesigns is not obligated to perform services in the knowledge that anything they are producing or working with is illegal, has an unclear legality or is likely to become illegal in the future. NovusDesigns is also not obligated to perform service in the knowledge that a service or product may be used for illegal purposes. In such instances, NovusDesigns reserves the right to refer information to relevant authorities and retain any fees paid. Any work in our possession which is likely to be covered by this point will be destroyed immediately. After payment, the Client is solely responsible for all work.

10. Proofs

- 10.1 Before final work can begin the Client is required to authorise a 'proof' copy of the design and/or content.
- 10.2 The client is entitled to request changes of any kind before the proof is approved.
- 10.3 The client may only make requests of changes after the proof is approved at the discretion of NovusDesigns.
- 10.4 The Client may cancel at this point and receive a 50% refund (not including any deposits paid) in accordance with point 6 (refunds).

11. Backups

- 11.1 NovusDesigns has no responsibility to keep a backup of work in accordance with point 8 (liability). However, the Client has the right to request copies of any work which may be backed up by NovusDesigns.
- 11.2 NovusDesigns has the right to keep a backup of any work which may be used as a training or production reference.
- 11.3 The Client has the right to request a backup copy of all work for any use at the time of payment (this should include source codes, all images, editable layout files ect...). Hard copies will also be available at the extra cost of £2.99 + P&P.

12. Data Protection

- 12.1 NovusDesigns has the responsibility of ensuring all data held regarding their Clients is secure and kept confidential.
- 12.2 NovusDesigns has the responsibility to ensure all responsible measures are taken to ensure data is physically secure (ie. Computer Theft) and secure from online threats (ie. Passwords, Firewalls).
- 12.3 NovusDesigns agrees to ensure any confidential information is handle with the strictest security (including passwords, emails, financial details ect...).
- 12.4 NovusDesigns agrees that any material obtained which should be kept private will be returned when it is no longer required, deleted or destroyed immediately
- 12.5 NovusDesigns agrees that any data about it's Clients or their customers will not be shared with any external companies except where required to provide the service (ie. Hosting or Management). External companies will also be required to ensure data is secured and kept private.
- 12.6 The Client agrees that any private information they hold regarding NovusDesigns will be kept confidential (ie. A Designers Private Phone Number / Email Addresses).
- 12.7 It is the Clients responsibility to ensure their details are kept up-to-date.
- 12.8 The Client has the right to request a copy of any information about them. Information sent via email is free of charge. Information sent via post is subject to a £2.99 + P&P charge.

13. Force Majeure

NovusDesigns shall be under no liability if it shall be unable to perform any obligation which is owed by it to the Client for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Client may by written notice elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept deliveries when available. Any refunds or other conditions within this contract are subject to this section.

14. Cancellation

- 14.1 The client is entitled to cancel this agreement at any time by agreeing to pay for the cost of any work performed plus a £20 administration charge. Termination of the contract will void all rights to work.
- 14.2 Deposits are not refundable in the event of cancellation.
- 14.3 NovusDesigns may cancel the agreement at any time but may not seek payment for work completed and must return any fees paid (including deposit).
- 14.4 Cancellation of associated services (eg. Hosting) must be performed separately.
- 14.5 Cancellation must be submitted in writing (sent by post only – not email)
- 14.6 If contact cannot be made with the client after 7 consecutive working days of reasonable effort at any point during the order, it will be assumed the Client has cancelled and the full balance will be required.
- 14.7 NovusDesigns has the right to use enforcement agencies where payment has not been received after 6 months and reasonable effort has been made to collect payment. In this situation, NovusDesigns' obligations are voided (including Data Protection, Refunds, Warranties ect...)

15. Legal Disputes

In the unlikely event of a legal dispute all parties agree to the jurisdiction of English Law only. Both the Client and NovusDesigns agree that the first step should be an internal resolution and, if such a resolution is not possible, Arbitration. Arbitrators should be a mutually agreed party/organisation with costs paid by the losing party.

16. Fees and Payment

- 16.1 The Client agrees to make full payment within 28 days of receiving an invoice
- 16.2 The client is responsible for any fees incurred for the processing of their transaction (eg. Currency Conversion).
- 16.3 Any fees not given in writing (including email) are not valid and do not have to be paid.
- 16.4 In the event of non-payment, NovusDesigns will send a reminder invoice and try to establish contact with the Client. If contact cannot be made and/or payment is not forthcoming, NovusDesigns can suspend websites without notice. In such cases, NovusDesigns is only permitted to keep a backup copy of the site for three months after which the Client forfeits any rights to the work or refund.
- 16.5 In the event of non-payment and after three months as stated above, NovusDesigns is entitled to resell the design or use it as it wishes with no consequence.
- 16.6 Payment of 50% of the remaining balance must be obtained every three months despite how far the work has progressed.

- 16.7 The Client is wholly responsible for ensuring all taxes and other such fees are paid and agree to take all responsibility for local laws as well as English Law.
- 16.8 A fee of 5% of the remaining balance may be added to the total cost for every month your account is overdue at the discretion of NovusDesigns.

17. Amendments to Work

- 17.1 NovusDesigns is not obligated to perform any services after the proof has been agreed and/or the finished product has been delivered. However, we may do so at our own discretion and may charge for the additional work.
- 17.2 Any additional work will be exempt from guarantee or warranty.
- 17.3 NovusDesigns is not obligated to correct any errors discovered if the order has been modified by (or caused by) any other party.

18. Order Milestones

- 18.1 To ensure complete satisfaction, the Client will be required to 'sign off' work at certain points. 'Sign off's act as the Clients agreement that the milestone in question has been completed and needs no further work (ie. They are totally happy with it).
- 18.2 The client agrees that any major changes to a previously 'signed off' milestone may incur a fee at the discretion of NovusDesigns.
- 18.3 The final 'milestone' will be identified by the designer before the Client is asked to 'sign it off'. At this point any changes should be noted and corrected. After the final milestone has been 'signed off', any additional work will be considered as maintenance and may incur a fee at the discretion of NovusDesigns.

19. Lifetime Warranty

- 19.1 NovusDesigns provides a lifetime warranty with all design orders. This warranty applies only to the design of the site and guarantees that any errors or problems with the design only will be corrected free of charge.
- 19.2 If the design has been modified, edited or otherwise changed by any other party (including the Client and any other design companies) the warranty becomes invalid.
- 19.3 Our warranty does not cover substantial changes – purely errors in existing design.
- 19.4 NovusDesigns may pay compensation in the place of corrective work up to the value of 50% of the original fee. In this circumstance, the warranty will be invalid and NovusDesigns will not be liable for any errors in the design or damage resulting from such errors.
- 19.5 Warranty is valid only for the person/company that orders the design. If the site/company is sold or transferred, the warranty is no longer valid and NovusDesigns is not liable for any errors in the design or damages resulting from such errors.

IF YOU AGREE TO THESE TERMS AND CONDITIONS PLEASE SIGN BELOW...

SIGNATURE: _____ **DATE:** _____
(CLIENT SIGNATURE)

SIGNATURE: _____ **DATE:** _____
(ON BEHALF OF NOVUSDESIGNS)