

Terms & Conditions v1.6 2011.

1. Payment

1.1 All prices exclude VAT unless otherwise stated in writing.

1.2 A 30% commencement fee ("the deposit") of the total project costs will be payable once your proposal is accepted and start date scheduled.

This deposit is not refundable unless we choose not to proceed with the project.

1.3 The balance of the project costs will become payable as specified in the final project proposal, unless an alternative payment schedule is agreed in writing.

1.4 Where a package to include more than one design service is taken, Ridgeberry may at their discretion apply a discount to the price charged. Where a client then fails to take the full design package, the discount will be withdrawn and the services taken charged at the full undiscounted rate.

1.5 Any discount offered by Ridgeberry as specified in the cost breakdown of the final proposal document is subject to all invoices for the project being paid within 14 days of being presented. If any invoice so presented is not paid within this period, then this discount will be withdrawn.

1.6 Should your project be delayed by factors outside of our control (third party delays, additions to the original brief etc) then the balance is still due on the scheduled completion date.

1.7 Should we need to extend your completion date then the final payment will be delayed until then.

1.8 Any external costs i.e. software, images or illustrations etc will be charged to client prior to purchase.

1.9 Any additional work will be charged at our standard agency hourly fee of £75 (plus VAT) unless we agree an alternative payment rate with you. We will inform you of our charges before commencing any additional work.

1.10 Any payments not made within 14 days of an invoice from Ridgeberry Ltd will be charged interest at 3% above Barclays Bank base rate.

1.11 Whilst we endeavour to make sure that costing and estimates are accurate Ridgeberry Ltd reserve the right to amend current prices due to error, omission, specification creep or supplier increases.

1.12 Where the client's failure to supply materials prevents progress on the work for more than 21 days, Ridgeberry has the right to invoice the client for any part or parts of the work already completed.

2. Copyright

2.1 Where the client is supplying written copy, photography, illustration, artwork etc, it is the clients responsibility that all permissions to use are obtained.

2.2 Ridgeberry Ltd retains ownership of the product or service delivered (including full copyright) until all invoices presented have been paid and the client has signed acceptance of the work (sign off).

2.3 No copyright licence or ownership is granted except the right to use or re-sell the goods.

2.4 Unless otherwise stated in writing by us anything produced or supplied by Ridgeberry Ltd is not to be resold or used outside of the original declared purpose/brief.

2.5 Ridgeberry reserves the right to include a credit link on the bottom of all websites. This link cannot be changed or removed without our written consent.

2.6 Design work completed by Ridgeberry cannot be changed or credited to another party. Ridgeberry reserve the right to use or credit work completed for our own portfolio.

3. Completion

3.1 It is the client's responsibility to check all proofs supplied by Ridgeberry. Acceptance of proofs may be indicated by a signature, web form or email.

4. Termination

4.1 You have the right to terminate your contract with Ridgeberry Ltd. The termination is subject too one months notice and payment of any outstanding work, invoices, work in progress and liability for work not yet invoiced.

5. Time Scales (Deadlines)

5.1 Deadlines are agreed on the signing of the contract and the payment of the commencement deposit, as outlined in the proposal document.

5.2 The Client is to supply all materials and information ("assets") required for Ridgeberry to complete the work in accordance with the agreed proposal. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials.

5.3 Where the Client fails to supply assets in a timely manner, Ridgeberry has the right to extend previously agreed deadlines for the completion of the work taking into account any other scheduled projects. In this situation, Ridgeberry will not be held responsible for failure to meet the original deadline.

6. Accessibility

6.1 Where possible all our websites are built to W3C standards and tested to be compatible only on the following platforms and browsers:

Mozilla Firefox v3.5+ on Mac & Microsoft Windows
Google Chrome v5.0+ on Mac & Microsoft Windows
Apple Safari v4.0+ on Mac OSX & Microsoft Windows
Microsoft Internet Explorer v7.0+ on Microsoft Windows
Opera 9+ on Mac & Microsoft Windows

6.2 If you require compatibility outside the above browsers and platforms then we can provide you with a price based on website size and technologies used.

6.3 Unless otherwise stated websites are not tested or purposely built for viewing on mobile devices such as mobile Internet or iphones.

6.4 All websites will be built to a width of 1000 pixels unless otherwise specified.

6.5 All websites will be built to be Search Engine Compatible as follows - Meta & Title Tags based on site content, Header Tags H1, H2 & H3, Image Alt Tags, and then W3C Validated. In addition we will add Google Analytics to all sites.

7. Web Site Hosting

7.1 Ridgeberry recommends Ninja Support Services for client web hosting. Should a client wish to arrange alternative hosting then Ridgeberry will require a service that offers LAMP services (Linux, Apache, MySQL and PHP). If you select an alternative service we will need you to provide the following information to allow us to upload your website:

FTP address: i.e. ftp.<yourdomain>.co.uk
username: <your username>
password: <your password>.

7.2 If there are any technical issues with the alternative service you select then Ridgeberry can assist with these at our standard studio hourly rate.

8. Email

8.1 Ridgeberry recommends Google Apps for Business for client email. Ridgeberry can set up Google Apps for a client at a fixed cost. Should you wish to set up an alternative e-mail service and require our technical support, then this will be charged at our standard studio hourly rate.

9. Domain Name

9.1 Where Ridgeberry register a domain for you the ownership of the domain will be passed to you. Ridgeberry recommend that clients set up their own account for payments to the domain registrar. If there are any technical issues with setting up these accounts Ridgeberry can assist with these at our standard studio hourly rate.

10. Artwork

10.1 All artwork supplied by Ridgeberry including PDF's, PSD and AI files, must be checked with us before sending to print. Unless otherwise stated finished artwork will not be supplied print ready until the completed concepts have been signed off as specified in section 3.1. Ridgeberry will not be held liable for incorrect artwork being sent to print without proper sign off and correct setting of the artwork or document(s).

10.2 All logo and branding work will be supplied complete including vector PDF's and AI illustrator files, incorporating CMYK, RGB and Pantone swatch values. Logos and branding, unless otherwise stated, are supplied for use on web and standard size stationary. For other uses, there may be issues with scale that can affect reproduction. Ridgeberry will not be liable for use (errors in reproduction) of any supplied logo(s) or branding in other ways (for example for signage or livery), unless Ridgeberry have provided written confirmation that the artwork files are formatted to meet these requirements.

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