

## Studio44 Terms & Conditions

### Aims & Goals

Our aim is, as far as we can, to keep our terms and conditions to a minimum. This said you will appreciate the need for them to be relatively comprehensive. Please do take the time to read through them so you understand the terms upon which we are entering into business with you.

Before we go into the legal terms, this will tell you how Studio44 wish to do business.

- Our goal is for you to be very happy with our service and be a happy customer. Respecting your privacy or any sensitive information, including contact information is critical for us to achieve this goal.
- We will not share, sell or give away information.
- Studio44 are committed to implementing good security practices. We work hard to maintain our client's privacy and security. This means we may use strong passwords or exchange details by email or phone only. This protects both Studio44 and clients.
- We as a business will be transparent. We will communicate openly with our clients. We will regularly update you with news of your projects, so that you know we are doing our best to reach your goals.

### Section 1 - General

- 1.1 Ownership of work done by Studio44 remains with Studio44 until all payments are received. Access to website files, email marketing, brand documents etc. will be restricted until accounts are settled.
- 1.2 The Client will always be the legal owner of their website, hosting, domain name and administrator details. Studio44 will pass admin details to the client once a project is completed and all outstanding monies have been settled.
- 1.3 Post-launch support will begin at the date the project is launched and will also be subject to the specific terms (if any) agreed between Studio44 and the Client. Such support may be limited to content management support (CMS) and hosting support if applicable.
- 1.4 We reserve the right to alter agreed times frames with regard to projects where for reasons beyond our reasonable control or anticipation circumstances have changed resulting in original time scales quoted in our opinion being unachievable.
- 1.5 Responsibility of final proof reading and website content is with you the client.
- 1.6 We do not check the copyright of images provided as this is the responsibility of the client.

- 1.7 Once designs are approved, they must be signed off by the primary contact. Once designs have been signed off, any further alterations to the look of the website, such as, a change in layout, template and/or colour palette will be chargeable by the hour.
- 1.8 We reserve the right where we deem this to be in the best interests of the client to engage the services of third party suppliers.
- 1.9 Any unused hours from a support/retainer will be rolled over for a maximum of one month unless otherwise agreed in writing.
- 1.10 If a project overruns the agreed "go live date" due to delays on the part of the client, Studio44 as a company shall be under no liability as a result of any direct or indirect loss or costs incurred by the client.
- 1.11 We have a direct relationship with Nominet who are an internet registry and manage the .uk domain space. Domain names of our clients are registered directly via Nominet and our clients are required to comply with the terms and conditions of Nominet relating to such registration. Nominet terms and conditions can be found at [www.nominet.uk/go/terms](http://www.nominet.uk/go/terms).
- 1.12 If you request that you no longer wish to have your domain name renewed by us, it will be left to expire and all services we provide regarding that domain name will be suspended. Your domain name will then go into a 30 day protected period, after 30 days your domain will be suspended by Nominet and it will go into a 60 day grace period. If you change your mind and still wanted to retain your domain name, you still can and at the original renewal price. This must be requested by email before the 80th day after your domain has expired. Approximately 93 days after expiry your domain will be cancelled and deleted from the register, and made available for resale through a third party registrar by Nominet. Studio44 will not guarantee the renewal of a domain name after this happens.
- 1.13 If there is a complaint about any of the services we offer please do raise your complaint initially with the developer that is working on the project. If resolution cannot be effectively had you may put your complaint in writing to the Managing Director Larry Hardcastle who will endeavour to respond to your letter within 5 business days of receipt. Studio44 are committed to the speedy resolution of any disputes where at all possible in line with its commitment to the highest client service levels.
- 1.14 Any complaints that a client may wish to register with regard to any issues of abuse with regard to their site can be registered at [abuse@studio44.agency](mailto:abuse@studio44.agency). This is a specific email account for the notification to us of such issues and is monitored by our staff regularly.
- 1.15 We always aim to respond to customer contacts within 5 business days.

## Section 2 – Charges & Payments

- 2.1 The billing schedule for your project will be laid out in the statement of works document. Once invoices have been paid they are subsequently non-refundable.
- 2.2 Payment will be due as per the billing schedule, unless a delay has occurred Studio44 side, at which point payment dates may be reviewed.
- 2.3 Payment of an initial invoice must be made by electronic transfer (BACS). If the project has recurring monthly payments, subsequent monthly invoices must be paid by either Standing Order or Direct Debit using GoCardless.
- 2.4 Initial invoices are due on receipt and payment of the outstanding balances of subsequent invoices is strictly within 14 days from the date of invoice, unless another agreement is reached in writing. Work will not be scheduled until payment is received.
- 2.5 Failure to pay within 14 days will result in interest being added at a rate of 6.1% per month or part thereof on the outstanding balance.
- 2.6 Studio44 reserve the right to temporarily take the client's website offline if the outstanding balance is not paid in 14 days.
- 2.7 Cancellation of any on-going service that is outside of a contracted period will be subject to a notice period of two calendar months. If you wish to cancel your service, please contact your Account Manager. You will be invoiced two further months from the date we receive your cancellation email.

## Section 3 – Confidentiality & Data Protection

- 3.1 Confidentiality is guaranteed at all times subject of course to the nature of the service being provided.
- 3.2 No information will be made available to any third party, unless required by the laws of England in the case of criminal or any other investigations.