

General Terms and Conditions of Business

The following terms and conditions apply to all website development / design services provided by Mint Creative Solutions Ltd to you the Client.

1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote and pays a deposit then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read the following terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

2. Charges

Charges for services to be provided by Mint Creative Solutions Ltd are defined in the project quotation/Statement of Work that the Client receives via e-mail. Quotations are valid for a period of 30 days. Mint Creative Solutions Ltd reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work is supplied to the Client for review. A second charge of fifty (50) percent is required after the development stage or upon completion of the work, prior to upload to the server or release of materials.

Payment for services is due by cheque or bank transfer. Cheques should be made payable to Mint Creative Solutions Ltd 197-201 Streetly Road, Birmingham B23 7AJ. Bank details will be made available on invoices.

3. Client Refinement and Review

Mint Creative Solutions Ltd will provide the Client with an opportunity to review the appearance and content of the website during the development and refinement phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Mint Creative Solutions Ltd otherwise within ten (10) days of the date the materials are made available to the Client.

Upon completion of your website, you will be required to test out all links and page content within 10 days, as amendments received after this period will be deemed as extra work and may be charged accordingly.

4. Job Schedule and Content Control

(For all web based material) Mint Creative Solutions Ltd will install, publicly post or supply the Client's website by the date specified in the project proposal or at date agreed with Client upon Mint Creative Solutions Ltd receiving final payment, unless a delay is specifically requested by the Client and agreed by Mint Creative Solutions Ltd.

(For all print based material) Mint Creative Solutions Ltd will deliver final marketing materials produced for the client upon receiving final payment.

In return, the Client agrees to delegate a single individual as a primary contact to work with Mint Creative Solutions Ltd to progress the commission in a satisfactory and expedient manner.

Business Day – our working and contactable hours are 10am-5pm Monday to Friday excluding Bank Holidays.

5. Failure to provide required content:

Mint Creative Solutions Ltd is a small business, to remain efficient we must ensure that work we undertake is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information in advance or at stages agreed in the Statement of Work. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages.

If you choose to have our content management system you will be able to edit page content not the design framework of the website.

6. Payment

Invoices will be provided by Mint Creative Solutions Ltd to begin work on your design or website, stage invoices will be sent monthly along with a final invoice upon completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due within 10 days. Accounts that remain unpaid thirty (20) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

7. Additional Expenses

Client agrees to reimburse Mint Creative Solutions Ltd for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, website plug-ins, scanning images etc. You will be made aware of these before we purchase or proceed.

8. Web Browsers

Mint Creative Solutions Ltd makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer, Google Chrome, etc.). Client agrees that Mint Creative Solutions Ltd cannot guarantee correct functionality with all browser software across different operating systems.

Mint Creative Solutions Ltd cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Mint Creative Solutions Ltd reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

9. Default

Accounts unpaid thirty (20) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Mint Creative Solutions Ltd Web space, Mint Creative Solutions Ltd, at its discretion, remove all such material from its web space. Mint Creative Solutions Ltd is not responsible for any loss of data or business incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £35+vat and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Mint Creative Solutions Ltd reasonable expenses, including legal and administration fees and costs for collection by third-party agencies, incurred by Mint Creative Solutions Ltd in enforcing these Terms and Conditions.

10. Termination

Termination of services by the Client 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 Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within ten (10) days.

11. Indemnity

All Mint Creative Solutions Ltd services may be used for lawful purposes only. You agree to indemnify and hold Mint Creative Solutions Ltd harmless from any claims resulting from your use of our service that damages you or any other party.

12. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Mint Creative Solutions Ltd the rights to publish and use such material. The Client must obtain permission and rights to use any information, images or files that are copyrighted by a third party. The Client is further responsible for granting Mint Creative Solutions Ltd permission and rights for use of the same and agrees to indemnify and hold harmless Mint Creative Solutions Ltd from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. Acceptance of these terms and conditions to begin work to research and create your website design and/or placement shall be regarded as a guarantee by the Client to Mint Creative Solutions Ltd that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

13. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format.

The Client will provide website content; text, images, movies and sound files in the correct format for web use. We prefer high resolution image files electronically in .gif, .jpeg, .png or .tiff format. 300dpi, if we are required to alter the size, format, resolution or colour mode this may result in changes to the image originally supplied and should be checked by the client for colour accuracy, distortion and orientation

Although every reasonable attempt shall be made by Mint Creative Solutions Ltd to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

14. Design Credit

A link to Mint Creative Solutions Ltd will appear in either small type or by a small graphic at the bottom of the Client's website designed by Mint Creative Solutions Ltd. If a graphic is used, it will be designed to fit in with the overall site design. The Client also agrees that all design work developed for the Client may be presented in Mint Creative Solutions Ltd online portfolio and on Social Media pages for promotional purposes unless otherwise stated.

15. Access Requirements

If the Client's website is to be installed on a third-party server, Mint Creative Solutions Ltd must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server and extra time to do this will be chargeable.

16. Post-Publishing Alterations

Mint Creative Solutions Ltd cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once published on the internet. Such alterations include, but are not limited to additions, modifications or deletions. In the case of websites, back ups will be done regularly (if hosted by Mint Creative Solutions) if undesired alterations occur which were not by ourselves then a reinstallation charge of £95+vat will be applicable.

17. Domain Names

Mint Creative Solutions Ltd may purchase domain names on behalf of the Client. Payment to renew those domain names is the responsibility of the Client upon request. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Mint Creative Solutions Ltd. The Client should keep a record of the due dates for payment to ensure that payment is received in good time. If a domain name is already registered with a third party time taken to report or transfer the domain name to our server may be chargeable.

18. General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's payment of an advance deposit constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

19. Governing Law

This Agreement shall be governed by English Law.

20. Liability

Mint Creative Solutions Ltd hereby excludes itself, its Partners and Suppliers and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

Any Illicit, suspected illegal, offensive or pornographic material added to your website will result in the website being removed from the internet and your website and domain name (If relevant) will be suspended whilst pending investigation.

The entire liability of Mint Creative Solutions Ltd to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

21. Moving Your Website

The client shall cover our time and expenses to transfer a website to an alternative hosting provider, this may include transferring databases, website pages, images and coding, removing files from our server, deactivating email accounts and transfer fees for domain names. It is the clients' responsibility to check all images, scripts and text files are present and working correctly within 10 days of the date of transfer as any extra time required to fix or enhance the website will be chargeable.

22. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid.