

# Ad Finem Limited Terms and Conditions

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## Definitions

1. "Proposal" - A document, quotation, email, pro-forma invoice, or verbal agreement issued by Ad Finem Limited containing an offering of Works.
2. "Client" or "The Client" - The company, or persons ordering Works from Ad Finem Limited.
3. "Works" - A product, service, system, website, web application, or goods, ordered by The Client or offered by Ad Finem Limited.
4. The "Agreement" consists of the Proposal and these Terms and Conditions.

## General terms and conditions

5. These Terms and Conditions shall apply to all Works ordered from Ad Finem Limited whether or not The Client has received these Terms and Conditions in relation to any such order.
6. By ordering Works from Ad Finem Limited The Client understands the features and limitations as detailed in the Proposal.
7. Terms or conditions stipulated by The Client are not accepted by Ad Finem Limited to the extent that they are in conflict with Ad Finem Limited's conditions.
8. 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 valid, legal and enforceable provision which comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.
9. The Customer shall pay Ad Finem Limited all costs and expenses (so that any legal fees shall be based on an indemnity basis) incurred by Ad Finem Limited in enforcing any of these conditions, including (without prejudice to the generality) all costs incurred in tracing the Customer in the event that legal processes cannot be enforced at the address last notified to Ad Finem Limited.

## Payment

10. Where works have been ordered, but Ad Finem cannot complete or continue the works due to The Client's failure to provide required content, feedback or information for a period of 21 days or more, then The Client must pay for the completed work as a percentage of the total proposed work plus an additional 25%, so long as the total amount is not more than the agreed cost of the Project.
11. Unless otherwise agreed or stated, payment terms are 14 days. Payment must reach the bank account or card payment account of Ad Finem within 14 days of date of invoice.

12. Ad Finem is entitled to invoice The Client once the Works have been made accessible to The Client for testing and have been developed according to The Proposal or specification document
13. Should The Client find that the delivered Works do not meet the specifications given in the Proposal, or the Works contain a fault, and The Client has already been invoiced for the Works, then the following steps will be taken:
  - a. The Client must promptly inform Ad Finem Limited that the Works do not meet the specifications of the Proposal, or a fault is present, giving details of where the Works do not meet the specification.
  - b. Ad Finem Limited will make any corrections that are necessary to meet the specification of the Proposal and redeliver the Works to The Client.
  - c. Where the correction is the liability of Ad Finem Ltd and falls within the remit of The Proposal, then the invoice due date is extended by the number of days taken to redeliver the works according to The Proposal.
14. Ad Finem Limited reserves the right to charge interest on overdue invoices at a rate of 8%.
15. Ad Finem Limited reserves the right to charge an additional 3% on all payments paid by credit or debit card.
16. Whilst any payment due under the Agreement remains outstanding, Ad Finem Limited shall be entitled at its sole and absolute discretion to withhold provision of any goods or services it would otherwise be obliged to provide under The Agreement.
17. Overdue payments may result in The Client's account being suspended. A fee of £50+vat will be required in addition to the outstanding balance in order to reactive the account.
18. Deposits and interim payments are non refundable unless otherwise stated in The Proposal.

### **Execution, delivery and completion of works**

19. By issuing a Proposal, Ad Finem Limited undertakes to deliver the Works in accordance with the Proposal. Ad Finem Limited does not guarantee, warrant, or imply that the completed Works will fit any particular purpose required by the Client. It is the Clients responsibility to carefully check the Agreement and ensure that the proposed Works are fit for the Clients purpose.
20. Ad Finem Limited will use all reasonable endeavours to deliver the Works to the Customer on or before the agreed delivery date, or within the agreed delivery time.
21. Any liability arising from, including but not restricted to losses or damage caused or allegedly caused by any failure to provide the agreed Works, error, any act or omission of Ad Finem Limited, interruption of service or delay of the service, loss of electronically stored information due to theft, fire, destruction or by means of unauthorised access to electronic information stored on Ad Finem Limited equipment, shall be restricted to a maximum of the amount paid by the customer for the Works agreed to be provided by Ad Finem Limited. This clause does not exclude liability for death or personal injury arising out of any act or omission of Ad Finem Limited.

22. The Client is required to check the textual and graphical content of material produced by Ad Finem Limited. Ad Finem are not responsible for spelling errors, grammatical errors, or inaccuracies. These are the responsibility of The Client.
23. The Proposal sets out the limits of the project. Features and work outside of that defined by the Proposal are chargeable as extra work.
24. Ad Finem Limited reserves the right to refuse to undertake the extra work that has not been set out in the Proposal
25. Where unlimited graphic design revisions are offered, these apply only during the design stage which is prior to The Client indicating that the design is completed to their satisfaction.
26. Unless otherwise specified the layout, design, and format of all web pages will remain constant throughout the web site or web application.
27. Content supplied by The Client will be added to the website or web application in a single implementation only once The Client has indicated that the content provided is complete. Further implementations, or changes to content already supplied by The Client, are chargeable at the prevailing rate.
28. All designs, coding and material created by Ad Finem Ltd remain the property of Ad Finem Limited until it is paid for in full. Ad Finem Ltd reserves the right to remove such material from the development URL or final URL if payment is delayed.
29. Domain Name renewals are the responsibility of the Domain Owner. The Domain Owner must request the renewal of domains prior to their expiry. The domain expiry date can be found using the domain tool at <http://www.adfinem.co.uk/domains>
30. The position of the website within search engines is beyond the control of Ad Finem Limited. Ad Finem Limited does not guarantee or imply that any position will be achieved, or that the search engines will accept the web site into their database.
31. The Client is responsible for testing all features within the completed Works. Ad Finem Limited does not accept responsibility for losses incurred due to faults, omissions, or errors which were not reported by The Client or if The Client fails to test any features or facilities.
32. Systems, software, modules or libraries used in the programming of The Works may have limitations that restrict their graphical layout or graphical design capabilities, therefore all graphic design is subject to compatibility with these systems, software, modules, or libraries.
33. Ad Finem Ltd retains the copyrights to all designs produced during the Works, except for the final design agreed with The Client and implemented into the Works.
34. Due to the complexities of international copyright and trademark law, Ad Finem Limited will not be held liable should The Client be found to be infringing on any already existing copyrights or trademarks or service mark relating to the project name, description or service. When a design has been finalised The Client should conduct a copyright or trademark search before closing the project.

### Terms applicable to web hosting

35. Unless otherwise stated, web hosting is limited to 50mb of web space and a monthly bandwidth of 1.5 GB.

36. Web hosting is provided under strict terms and conditions which can be viewed at <http://www.adfinem.co.uk/tac-webhosting.html>
37. During the course of the Works it may be necessary to disclose The Client's web hosting login details to employees, contractors, or associates working on behalf of Ad Finem. It is The Client's responsibility to change their passwords after project completion. Ad Finem cannot be held liable for loss of data due to unauthorised access of the web site.

### Programming and Coding Guarantee

38. Unless otherwise stated, Work carried out by Ad Finem is guaranteed for 90 days for programming errors and 12 months for errors within the HTML and XHTML markup languages only. If a fault is found within the guarantee period then Ad Finem shall rectify the fault free of charge.
39. Programming errors are defined according to the programming language, as follows:
  - a. For HTML or XHTML, where the code does not comply to the specifications issued by the World Wide Web Consortium (W3C) at the time that the Project was ordered.
  - b. For JavaScript, where an Ad Finem supported browser, produces an "error on page" message in the version of an Ad Finem supported browser that was current at time that Works were started.
  - c. For PHP or JSP, coding which produces a parse error or PHP or JSP error message within the web page, or where a feature does not operate in the way defined within The Proposal.
40. Ad Finem supported browsers are Microsoft Internet Explorer, Mozilla Firefox, an Google Chrome. No other browsers are supported.
41. Errors must be reported to Ad Finem within the guarantee period.
42. Errors caused by alterations carried out by any person outside of Ad Finem Limited are not covered.
43. The guarantee applies only to code that has been written by Ad Finem. This excludes code that has been sourced from code/module libraries, ready-made applications, or ready-made scripts, providing that the Proposal states that the code is from such a source.

### Free support

1. Free customer support is a courtesy service and may be withdrawn at any time without notice.