



# Terms & Conditions

Pentagon Design Limited

## GENERAL

### 1. Prices

Pentagon shall charge for work at prices stated on our hourly rate, current at time of order, unless agreed otherwise in writing before the work starts. All prices quoted are assumed to be exclusive of materials, delivery charges and VAT.

### 2. Quotations

Pentagon will quote prices and estimate delivery times for any job upon request.

- A)** Quotes and delivery estimates are provided subject to sight of final brief.
- B)** Quotes are provided with the inclusion of 3 revisions (A, B & C). For further revisions beyond C, our hourly rate is billed accordingly.
- C)** Customers are urged to check specifications and conditions in any quote. All additional work, requested outside of the original brief and provided quote, shall be chargeable at our standard hourly rate, unless otherwise agreed in writing.
- D)** Quotes are checked for accuracy. However, Pentagon reserves the right to decline work if an error occurred in the quote.
- E)** A copy of the Acceptance of Quotation (if provided) must be returned signed and dated before the commencement of any work can begin. This will be accepted as indication that these terms & conditions have been read and agreed to.

### 3. Payments

The customer shall pay invoices for work ordered within 30 days from the date of invoice. Pentagon reserves the right to charge interest on all overdue sums (including interest charges for late payment) at the rate of 2.5% per month, payable on demand.

### 4. Verbal Instructions

The customer is urged to issue all instructions in writing and to confirm telephone instructions by email/fax. Pentagon will use its best endeavours to follow instructions given verbally, but shall except no responsibility or liability for work carried out on this basis.

## **5. Delays**

Pentagon will not be liable for any costs incurred, compensation or loss of earnings due to material or information received late from the client or suppliers. Pentagon reserves the right to charge extra for work which, as a result of being supplied late, must be executed more quickly than originally agreed.

If work is delayed or cancelled without prior arrangement, by more than seven days due to customer approvals, material supplied late, or for any reason that is beyond the control of Pentagon, Pentagon shall be entitled to payment for all work already carried out, whether or not completed or delivered.

## **6. Liability**

Pentagon's liability to the customer for any damage or expense caused by a failure to discover any defect/error in the work or supplied items, shall be limited to a sum equal to the amount Pentagon charges for those items or work effected. Pentagon cannot be held liable for any errors, failures, defects, or delays in the work caused by the supply of unsuitable specifications, instructions or material supplied by the client.

- A)** All copy/content supplied by the client is received as final copy and is assumed to have been fully proof read, grammatically accurate and spell checked. All text generated by Pentagon will be provided to the client for approval. Once Pentagon receives sign-off from the client, it is assumed all copy and content is fully approved and proof read by the client.
- B)** Pentagon is not liable for any copyright infringements of imagery supplied by the client. Imagery supplied by the client for use in any project is assumed that copyrights or permissions are assigned to them to use such imagery.

## **7. Force Majeure**

Pentagon shall have no responsibility to the customer in the event of any failure, delay or default due in whole or part to:-

- A)** Circumstances beyond the control of Pentagon.
- B)** Fire, power failure, mechanical or software failure, media storage corruption and unavoidable shortage of materials.
- C)** Industrial disputes or third party actions.

## **8. Ownership**

Until work carried out by Pentagon is paid for in full, including interest for late payment, legal and beneficial ownership shall remain with Pentagon, and the customer shall hold the work on a fiduciary basis. Notwithstanding the above, the customer may sell on the work in normal course of business, in which case Pentagon ownership shall attach to the proceeds of the sale.

## **9. Intellectual Property**

Any creative elements in Pentagon's work are supplied only as a limited licence for use to the extent specified in (or that could be assumed from) the original order. Pentagon shall retain full legal and beneficial ownership of such creative work and no additional or subsequent use or commercial exploitation may be made without Pentagon's expressed permission in writing.

## **10. Indemnity & Libel/Obscenity**

The customer shall fully and effectively indemnify Pentagon against all costs, expenses, damages and losses in connection with any third party proceedings with respect of goods produced, worked on or work carried out by Pentagon, including claims and proceedings relating to copyright, trademarks, patents, industrial property, libel and obscenity.

## **11. Customer Default**

If the customer shall be in default, or if Pentagon has reason to believe that the customer will be unable or unwilling to discharge its obligations, then Pentagon may cease work without any liability and give notice to the customer that payment for anything supplied under the contract between the two parties is due and payable immediately. Without prejudice to other remedies, Pentagon shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in its possession, and shall be entitled to dispose of such goods or property as it thinks fit in order to apply the proceeds towards such debts.

## **12. Subcontracts**

Outside of our core services Pentagon may subcontract work to a third-party, but Pentagon shall remain liable to the client for this work. We add a discretionary mark-up/handling charge at industry standard rates unless agreed otherwise in writing with the client prior to commencement of this work.

## **13. Divisibility of Contract**

All contracts between Pentagon and its clients are divisible. Each delivery made (i) shall be deemed to arise from a separate contract, and (ii) shall at Pentagon's discretion be invoiced separately.

## **14. Different Conditions**

These conditions override any differing conditions which may appear on the customer's order, and may be modified only with the written consent of Pentagon.

## **15. Governing Law**

The resolution of any dispute shall be governed by the Laws of England.

## **16. Publicity Rights**

Pentagon are entitled to claim authorship for designs/products reproduced wholly or substantially to its design. The customer agrees to give us credit where appropriate in all press, publicity and online material. Pentagon appreciate the opportunity to see such material before publication. We reserve the right to use our commissioned design work in self-promotional literature, advertising and websites.

## **PRINTING TERMS**

### **17. Proofs**

Pentagon cannot be held liable for final printed items that do not match original inkjet/laser/screen visuals presented in the design process. Due to different printing processes/methods/stock, and digital display differences, final printed colours will vary.

Pentagon accepts no responsibility for items printed from artwork supplied without a proof being supplied for approval.

### **18. Printing**

Pentagon shall sub-contract all print orders. Likeness in colours may vary on print runs and on reprints using the same colour. We are not liable for colour variations that are beyond our control. Printed colours vary between spot colours and 4 colour process (CMYK), and between lithographic and digital printing, etc.

### **19. Acceptance of Printed Work**

The customer shall inspect all work immediately on receipt, and give notice of any alleged defects in writing to Pentagon within three working days of delivery. Failing such notice, the work shall be deemed to have been acceptable and therefore will be liable for payment.

## **WEBSITE DESIGN & DEVELOPMENT SERVICE TERMS**

### **20. Website Development**

The client agrees to approve a site map and make available all content required for a working website to be developed. All content received prior to building a working website will be considered approved and final. Any changes to a site map or page content after approval may incur additional costs.

Unless an additional quote is requested, further developments instructed after a website has been initially completed and/or presented will incur additional costs based on the quoted hourly rate, unless otherwise agreed.

## 21. Website Liability

Pentagon will endeavour to ensure that the website and any scripts or programs are free of errors, however we cannot accept responsibility for any issues which arise with third party applications, scripts, hosting or compatibility issues, and shall not be liable to any losses, breaches of security, or items outside of our control.

- A)** Any updates made to a website that was not produced by Pentagon are not the responsibility of Pentagon. If any such updates result in errors, failures, down-time, or security breaches, any requests to rectify the problem(s) will incur a nominal fee to complete.
- B)** Pentagon will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines as a result of a clients failure to provide all required items within agreed time frames or as a result of factors beyond Pentagon's control.
- C)** Pentagon will not be liable or become involved in any disputes between the site owner and their clients, customers or visitors, and cannot be held responsible for any wrongdoing on the part of a site owner. (i.e.; items related to copyright, security or ownership).
- D)** Pentagon will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.
- E)** Pentagon reserves the right to charge the client to upgrade a website to meet browser/ device technological enhancements, should the website not display or function correctly when such updates are released and at the client's request.

## 22. Website Copyright

The website, graphics, generated content (text and photography) and any programming code remain the property of Pentagon until all outstanding accounts are paid in full. We reserve the right to withhold and remove content until payment is received or agreed upon.

- A)** Any front-end and back-end scripts, databases, applications, or software that is created by Pentagon remain the copyright of Pentagon and may not be commercially reproduced or resold without the permission of Pentagon (unless otherwise agreed in writing). Any such acts of plagiarism will be considered theft and be liable for prosecution.
- B)** Pentagon takes no responsibility for any copyright infringements caused by material supplied or requested by the client, or used by the client in the future, on their website. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material (though it is not the responsibility of Pentagon to check the validity of copyright on such items).
- C)** Any photography created by Pentagon, or supplied from our archive, is issued on a limited licence to the client (unless otherwise agreed in writing). Supplied photos may not be reproduced by the client without written authorisation from Pentagon, and we reserve the right to re-licence the image at an additional cost for each usage. Any acts of copyright infringement will be considered theft and be liable for prosecution.

### **23. Website Backups**

Pentagon are not responsible for archival backups of any live website, but may keep a record of the website at time of completion and any updated files completed by Pentagon (excluding database content). It is the responsibility of the client to arrange or discuss with their host suitable backup systems of a live website or database.

### **24. Hosting & Domain Names**

Pentagon will outline details of hosting server requirements when a full understanding of the project has been established.

- A)** If Pentagon are asked to manage the hosting, we shall pay for the service renewals 1 month prior to expiry on an annual basis and invoice the client plus an administration fee.
- B)** Pentagon may terminate service when any payment is late and shall not be responsible for maintaining any data Client may have uploaded to the server.
- C)** If Pentagon are asked to manage domain registration, we shall pay for the service renewals 1 month prior to expiry on an annual basis ('.co.uk' domain names are renewed bi-annually) and invoice the client plus an administration fee. Domain names registered by Pentagon on behalf of the client will be owned by the client when paid for in full.
- D)** If the client wishes to terminate the hosting or domain registration we require at least 1 month written notice prior to expiry. There is no refund offered if the termination is requested at any point through the paid period of registration, though the client can request for the domain name(s) to be re-pointed to a different host server.
- E)** If the client wishes to transfer the domain from an account created by Pentagon, they will be liable for any transfer costs imposed by the third-parties used. Pentagon may also charge an administrative fee to complete such action.

### **25. Website Testing**

The client is expected to fully test a completed website prior to it being made generally available for use and provide written approval for the website to be made 'live'. If any 'bugs', errors or other issues are found prior to the site going live, Pentagon will endeavour to correct these issues to meet the standards of function outlined in the brief – though any content provided by the client, such as text and calculations, are assumed to be final and are not checked by Pentagon for spelling or accuracy unless otherwise agreed.

Any problems which arise to a 'live' website, which are found to also be present on the approved preview site, may be subject to a fee to amend/correct.

## **26. Website Compatibility**

Pentagon will endeavour to ensure that any developed/designed site will operate correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software considered currently available at the time of completion. Pentagon does not develop websites to be compatible with older browsers that are deemed 'obsolete' unless briefed to do so. Pentagon can offer no guarantees of correct function with all browser software on all devices, or that it will be compatible with future browsing technology – though we do test a number of the most popular browsers/devices at the time of completion.

In general, a website will be designed for optimum use on a desktop/laptop browser, with considerations for 'popular' screen resolutions. Pentagon will only develop multiple versions of a website (or a fully responsive layout) for compatibility with small screen devices (such as smart phones) or 'mobile browsers' only if briefed to do so.

## **27. Website Refusals & Termination**

Pentagon reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate any web hosting service we provide for clients should the necessity arise.

## **28. Website SEO & Search Engine Ranking**

Pentagon will endeavour to develop each website and page with a focus on maximising search engine optimisation (SEO) for assumed and relevant keywords, but Pentagon cannot offer any guarantees regarding the position your website ranking in any search engine following the completion, upload and (if necessary) registration of your site.

- A)** Though Pentagon undertake several experienced techniques which does aid in the performance your website SEO, due to external factors and potential changes to search engine algorithms we cannot accept liability for your position within a search engine directory or fluctuations in this position.
- B)** Pentagon does not undertake techniques which are considered 'illegal' by any major search engine, as this risks your website being removed from the search engine directory. Pentagon shall not be liable for any third party development to include such techniques and the consequences incurred.