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Sanalitro.

TERMS AND CONDITIONS 2017

Date
3 January 2017

Terms and Conditions
The following terms and conditions (the '**terms and conditions**') apply to all products and services that are provided by Sanalitro graphic and web design (herein after referred to as Sanalitro).

All work is carried out by Sanalitro on the understanding that the customer has agreed to these terms and conditions. Copy right is retained by Sanalitro on all design work including, but not limited to, words, photography, illustration, moving images, layouts, visuals, code and concepts/ideas unless specifically released in writing and after all costs have been settled.

Project Acceptance
Sanalitro will provide the customer with an estimate via email along with a copy of these terms and conditions (a '**proposal**'). In order to accept a proposal, the customer must sent acknowledge of acceptance of the proposal by return email, which shall bind the customer to accept these terms and conditions. The terms of the proposal shall be effective for 90 days after receipt by the customer. After the 90 days if the customer has not accepted then the proposal shall lapse.

Deposit
Upon acceptance of the proposal a non-refundable deposit of 25% (the '**deposit**') shall become due. Sanalitro will not commence any work until the deposit is received.

Other Expenses
As and When Appropriate, Sanalitro will invoice the customer for the work carried out to date. Upon receipt of an invoice the amount due will become payable. Any invoice that remains outstanding for more than 30 days following the receipt of the invoice will incur a charge of 2% per week of the outstanding amount. Payments may be made by online transfer (BACs), cheque or cash. Sanalitro shall be entitled to hold back any work or service prior to receipt of cleared funds.

Alterations and Additional Services
Alternations or Additional services to the proposal shall be liable to a separate charge and may, at the discretion of Sanalitro, constitute separate project and be treated as a separate proposal. Sanalitro are entitled to extent or modify any deadline or delivery schedule as set out in the proposal as may be necessary due to such alterations or additional services. Charges for any additional services over and above the proposal will become fully payable at the time of supply.

Default
An account shall be considered default if it remains unpaid for 30 days from the date of invoice. Sanalitro shall be entitled to remove Sanalitro and/or the customer's material from any and all computer systems, until the amount due has been paid in full. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries. Removal of such material does not relieve the customer of its obligation to pay the due amount.

Customers whose accounts become default agree to pay Sanalitro's reasonable legal expenses and third party collection agency fees in the enforcement of these terms and conditions.

Design Project Duration
Any indication given by Sanalitro of design project's duration is to be considered by the customer as an estimation. Sanalitro shall not be held responsible for any project overruns, whatever the cause. Estimated project duration should be deemed to be from the latter of the date that the deposit is received or a date confirmed in writing by Sanalitro.

Testing and Acceptance
Sanalitro will make commercially reasonable efforts to test products and/or services prior to providing any such products or services to a customer. The customer must notify Sanalitro of

any failure of any product or service supplied by Sanalitro, or of any other objections, corrections or amendments, within 10 business days of receipt of such product or service. Any such notice must be sufficient to identify with clarity the objection, correction, amendment or failure and Sanalitro undertake to use commercially reasonable endeavours to correct the same. Any corrections, changes or amendments shall be subject to these terms and conditions.

Copy and Trademarks
In relation to any supplies by the customer to Sanalitro for inclusion in the customer's website or any other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such material will remain with the customer, or rightful copyright or trademark owner. Any creative content supplied and/or designed by Sanalitro on behalf of the customer, will remain the property of Sanalitro and/or its suppliers. If a choice of design is presented to the customer, only one solution is deemed to be given by Sanalitro as fulfilling the contract.

All other designs remain the property of Sanalitro, unless agreed in writing that this arrangement has been changed. The customer may request from Sanalitro, the necessary permission to use materials (for which Sanalitro holds the copyright) informs other than for which it was originally supplied, and Sanalitro may at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text or other data to be sued.

By supplying images, text, or any other data to Sanalitro, the customer grants Sanalitro permission to use this material freely in the pursuit of the design. Should Sanalitro, or the customer supply a image, text, audio clip or any other file for use in a website, multimedia presentation, print media, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer agrees to fully indemnify and hold Sanalitro free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

Source files
Charges for design work to not cover release copyright design files including: indd, Psd, Ai, Html, css or any other source files. Such files are not supplied as standard and if required by the customer they must be requested and an administration charge may be incurred.

Rights of Access for Website Development
The customer agrees to allow Sanalitro all the necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow Sanalitro access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these terms and conditions. The customer agrees to supply Sanalitro with all the necessary materials, electronic or otherwise, required to create and complete the project, and to supple them in a timely manner.

Website Design Only
Sanalitro require that design mock-ups of a website are approved before coding of a site commences. Once the relevant design mock-up of a website is approved by the customer, the building/coding will commence; any changes to navigation, colours, structure or content that require changes to the design will incur additional charges.

Once website development is complete, Sanalitro will provide the customer with the opportunity to review the resulting work. Sanalitro will make one set of minor changes at no extra cost within 10 business days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on a page. It does not include changes to images, colour schemes or any navigation features.

Any minor changes can be notified to Sanalitro by email. Sanalitro will consider that the customer has accepted the original draft, if no notification of changes is received in writing from the customer within 10 days of the start of the review period.

Licensing
Any creative content created for the customer or supplied by Sanalitro, or any of its contractors, is license for use by the customer on a one time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Sanalitro and any of its relevant sub-contractors.

All design work where there is a risk that another party make a claim, should be registered by the customer with the appropriate authorities prior to publishing for first use or searches and legal advice sought as to its use. Sanalitro will not be held responsible for any and all damages resulting from such claims. Sanalitro is not responsible for any loss, or consequential loss, non-delivery of products services, of whatever cause. The customer agrees not to hold Sanalitro responsible for any such loss or damage.

Data Formats
The customer agrees to Sanalitro's definition of able means of supplying data to the company. Text is to be supplied to Sanalitro in a digital format. Images must be of a quality suitable for use without any subsequent image processing and Sanalitro will not be held responsible or any image quality which the customer later deems to be unacceptable. Sanalitro cannot be held responsible for the quality of any images which the customer wishes to be scanned from printer materials. Additional expenses may be incurred for any necessary action, including, but not limited photography and art direction, photography searches media conversion, Digital image processing, or data entry services, colour correction and alterations of images.

Hosting Websites
Sanalitro offers website hosting services through an out-sourced virtual server. Sanalitro does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Sanalitro may request that customers change the type of hosting account used if that account is deemed by Sanalitro to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting on Sanalitro's virtual server are due at the commencement of any period, payable annually and non-refundable. Fees due to third party hosting organisations are the responsibility of Sanalitro whilst customers shall be responsible for domain or webfront renewals.

Domain Registration
Sanalitro cannot guarantee the availability of any domain name. Where Sanalitro is to register a domain on behalf of a customer it will endeavour to do so but the customer should not assume a successful registration.

Search Engine Submission
Due to the infinite number of considerations that search engines use when determining a site's ranking, Sanalitro cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added or old sites are updated. Sanalitro recommends that a customer use a professional SEO freelancer or company and are happy to provide basic SEO services or provide details of such companies but accept no responsibility for the services.

Design Credits
The customer agrees to allow Sanalitro to place a small credit on printed material and/or a link to Sanalitro on any websites designed and all other digital material. This will usually be in the form of a small logo or line of text placed towards the bottom of the page. The customer also agrees to allow Sanalitro to place websites and other designs, along with a link to the customer's site on Sanalitro's own website(s) for demonstration purposes and to use any design in its own publicity and portfolios. Sanalitro retain the right to reproduce, publish and display any creative content in Sanalitro's portfolios, on websites, in galleries, design periodicals and all other media or exhibits for any purpose and shall be credited with the authorship of such creative content.

Sanalitro shall have the right to document, photography or otherwise record all completed design or installations of the proposal, and to reproduce, publish and display such documentation, photographs or records for Sanalitro's promotional purposes or as detailed above. If request, the customer shall provide Sanalitro with samples of each printed or published products for use in Sanalitro's portfolio and other self-promotional uses. Such samples shall be of the highest quality of the work produced.

General
These terms and conditions supersede any previous terms and conditions distributed in any form. Sanalitro reserves the right to change any rates and any of the terms and conditions at any tie and without prior notice.

Customer Responsibilities
The customer acknowledges that it shall be responsible for performing the following in a reasonable and timely manner: (i) coordination of any decision – making with parties other than Sanalitro; (ii) provision of content in a form suitable for reproduction or incorporation in to the proposal without any further preparation, unless otherwise expressly provided in the proposal; and (iii) final proofreading and in the event that customer has approved the proposal but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, the customer shall incur the cost of correcting such errors.

Confidential information
Each party acknowledge that in connection with these terms and conditions it may receive certain confidential or proprietary technical and business information, and materials of the other party. Each part, its agents and employees shall hold and maintain in strict confidence all such information and shall not disclose such information to any third party, except as may be necessary to perform its obligations under the proposal or as required by a court or governmental authority.

Rights of Refusal
Sanalitro will not include its design, any text, images or other data which it deems to be

immoral, offensive, absence or illegal. All advertising material must conform to all standards laid down by all relevant advertising standard authorities. Sanalitro also reserves the right to refuse to include submitted material without giving reasons. In the situation where images and/or data that Sanalitro does include in all good faith, and subsequently discovers is in contravention to such terms and conditions, the customer is obliged to allow Sanalitro to remove the contravention without hindrance, or penalty. Sanalitro is to be held I no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made within 48 hours by email or telephone contract. The customers will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of money due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Sanalitro within 14 days of such instruction being issue, with be liable for the full quoted cost of the project.

Relationship of the Parties

These terms and conditions do not create an exclusive relation between Sanalitro and the customer. The customer is free to engage others to perform services of the same or similar nature to those provided by Sanalitro and Sanalitro shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise services offered by Sanalitro. Sanalitro shall be permitted to engage and/or use third party designers or other service providers as independent contractors in connection with the proposal. Sanalitro shall provide its services under the general direction of the customer but Sanalitro shall determine, in its absolute discretion, the manner and means by which the proposal is accomplished.

Disclaimer

Sanalitro makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Sanalitro will not be held responsible for any and all damages resulting from products and/or services it supplies. Sanalitro is not responsible for any loss or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of the material or any consequential loss arising from their failure. The consumer agrees not to hold Sanalitro responsible for any such loss or damage. Sanalitro reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their terms and conditions. Sanalitro will not knowingly perform any actions to contravene these and the customer also agrees to be so bound. Sanalitro and its customers agree to comply with printers' terms and conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Sanalitro recommends that if an exact quantity is required that 10% extra is added to the quantity and extra time made available should the job be delayed.

Force Majeure

Sanalitro shall not be deemed responsible for any incomplete proposal by reason of fire, earthquake, labour dispute, act of god, terrorism, death, illness or incapacity of Sanalitro, governmental order or regulation or any other event beyond Sanalitro's control. Upon any such event Sanalitro shall give notice to the customer of its inability to perform or delay in completely the proposal and shall propose revision to the schedule for completely the proposal.

Severability

Whenever possible, each provision of these terms and conditions shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these terms and conditions is held invalid or unenforceable, the remainder of these terms and conditions shall nevertheless remain in full force and effect and the invalid or enforceable provisions shall be replaced by a valid or enforceable provision