

Art71.com Terms and Conditions

Our Full Terms & Conditions

1. art71 agrees to supply "the Work" (the Work is the service described in art71's proposal or discussed in subsequent meetings) to "the Client" (the Client is the individual or the individual employed by the organisation or business who has requested the Work). The "Website" is the art71 website or any linked websites owned and operated by art71 including all web-based files and emails and their contents. The "User" is the visitor to the Work. These terms describe the contract between art71 and the Client.

2. The Client can choose to be billed in Pounds Sterling, Euros or Dollars. An invoice will be issued at the start of the Work and then on the anniversary of the Work being completed or on an agreed annual billing date. If the Client is not fully satisfied with the Work in the initial year of the Work then no monies will be due after reasonable consultation with art71 to identify the problems with the work. If mutually agreed, the Client will be refunded in full except for direct costs associated with the registration of website domain names.

The Client may request split payment for the Work. If granted, payment may be split in to 3 equal payments over the first 3 months of each year or paid monthly so long as the Work is paid by BACS or Internet banking or direct to art71's bank account. This type of financed payment is not available for Clients working for or owning a UK Limited company except with a personal guarantee of payment from all the Directors of the Limited company. All other invoices issued during the lifetime of the contract between art71 and the Client are strictly payable within 7 days of the invoice date.

3. All fees quoted are subject to review and adjustment by art71 before the issue of the invoice. If a quoted fee is adjusted then the Client may cancel the Work after the issue of the invoice and no fee will be due.

4. The Client may terminate the contract with just one day's notice. Unless agreed between both parties, any invoices agreed to the date of termination are due for payment. In subsequent years the Client may request a refund of the latest month's fee if unhappy with the Work. No reason needs to be given for cancelling the Work after the first year. art71 must offer 30 days' notice of cancellation of contract except in the event of late payment or the Work being used beyond the limits of the original agreement as described in 6 below.

5. In the event of late payment a credit charge of 2% of the balance due will be charged per month. In the event of any invoice being more than 6 months overdue, the Work will be suspended with 15 days' written or direct verbal notice and the Client asked to move the Work. The property of the Client will be released on full payment of outstanding monies plus 2% interest per month.

6. art71 reserves the right to withdraw the Work at its discretion in 1) in the event of non-payment or 2) in the event of the Work being used beyond the limits of the original agreement or 3) in the event of the Work being used for activities such as mass emailing which may bring art71 in to disrepute or liable to prosecution under the laws of any country worldwide in which the Work is active. This does not apply to the laws of countries where both art71 and the Client agree that the particular country's law is unreasonable. This includes all countries worldwide including the United Kingdom, the EU and United States. In this event, art71 would endeavour to support the Client in any claim made against the Client.

7. In the event of 5 or 6, art71 reserves the right to remove, delete or withhold all files and associated images, text or data associated with the Work.