

art71.com

**Business websites**

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## Art71 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 and, if necessary, 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. In the initial year the Client may request a full refund if unhappy with the Work. 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. 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.
8. Copyright in all text, images and data supplied by the Client and copyright in the look of the Work shall be granted to the Client. Copyright in the software and coding shall remain with art71 or the author if named in any copyright statement and licensed to the Client for the lifetime of the contract between art71 and the Client. If the Work is reused in the future through a third party, all references and links to art71 must be removed. Until such a time, art71 insists on the right to include a link to the art71 websites from any Client web page at art71's sole discretion.
9. Copyright in photographic images taken by art71 while commissioned by the Client shall remain with art71 but the images will be licensed for a lifetime use on the website of the Client, regardless of who is running the website. art71 reserves the right to re-license all such images to any third party unless this is in any conflict with any other third party trademark or copyright or any additional licence agreement between art71 and the Client.
10. The Client shall indemnify and hold harmless art71 against any claims that may arise out of the content or nature of any material or text stored upon any computer associated with the Work which may be prohibited or protected by the laws of any other country in which the Work is active except for any country where both art71 and the Client agree that the particular country's laws are unreasonable. The Client is fully liable for any claims made against art71 for the use of copyrighted material on the website. art71 will assume that the Client has the right to publish all content which the Client supplies to art71.
11. The Client shall be responsible for any claims made about the Client's products or services and for all the text content in the Work. The Client and art71 shall be jointly responsible for text content generated by the User such as bulletin board posts and comments which can be left by any User who accesses the Work.
12. Whilst art71 will make every reasonable effort to safeguard the privacy of data associated with the Work, art71 can not be held liable for any loss or invasion of privacy caused by the actions of any persons or organisation who without permission gain access to the Work through the computer systems of the Client or through any other computer or through any future technologies which allow access to the Work.
13. art71 supplies the Work on its chosen web server. art71 is unable to supply IT support within the Client's own office or computer network or any other equipment which the Client uses to access the Work. art71 will supply the necessary passwords and access information to permit the Client to access the Work but the Client must either be able to configure their computer equipment to access the Work or must ensure they have an IT consultant capable of helping to configure the Client's equipment.
14. Whilst art71 will make every reasonable effort to ensure continuous access to the Work through the internet or other means to access the Work, art71 can not guarantee uninterrupted access to the Work.
15. In the event of any claim against art71, howsoever arising, the amount of damages payable by art71 shall be limited to the sum of £125,000.
16. All disputes, howsoever arising, shall be subject to the jurisdiction of the courts of England and Wales.

Business owner and address: art71 is a UK and US registered business which has been trading continuously since 1st July 1995. The phone number is 01686 621421 (+44 1686 621421 outside UK). The mobile/cell-phone number for text SMS messages is 07976 621421 (+44 7976 621421). As a private business, the address details of the directors are not freely available but you may easily contact the company at: art71.com, PO Box One, Newtown, SY16 2WP, United Kingdom