

Terms and Conditions & Acceptable Use Policy

All Users of services provided by Alumor Design, by use of such services, accept the terms of business set out in the form of Service Agreement which follows, irrespective of the mode or manner of ordering employed by the Client when ordering the services.

1. Definitions

- 1.1 “We” or “Alumor Design” includes Alumor Design Limited whose place of business is 65 Pastures Way, Luton LU4 0PE, United Kingdom or any party acting on Alumor Design's implicit instructions.
- 1.2 A “Client” or “You” is a person, persons, business or organisation using any of the services provided by Alumor Design.
- 1.3 A “Project” is any work undertaken or service provided by Alumor Design for the Client on their request and as described in our confirmation order email to that Client.
- 1.4 “Hosting” means keeping a Client’s website activated online.
- 1.5 “Domain” is the website address as specified by the Client.

2. Project Contract

- 2.1 The contract between Alumor Design and the Client for any project will be on these terms and conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
- 2.2 The scope of the works to be carried out by Alumor Design will be set out in a confirmation order email.
- 2.3 Email will be the preferred method of contact with regard to all communication. Alumor Design can not be held liable in any way relating to communication issues if we are not supplied a valid email address.

3. Website Design

- 3.1 The price and scope of a project to be undertaken by Alumor Design will be confirmed in a written proposal, or in the confirmation order email.
- 3.2 The Client undertakes and warrants to Alumor Design that they own the copyright of all materials supplied for inclusion in the website, or any such materials you may instruct us to use. Should any legal issues or claims arise from the content or copyright of any website content supplied by the Client or Alumor Design, they will be the sole responsibility of the Client.
- 3.3 Where images used on the website have been purchased by Alumor Design on behalf of the Client, these images are strictly for use on the website only, unless confirmed otherwise in writing. Alumor Design is not liable for misuse of these images by the Client or any other person’s copying, altering or distributing the images to individuals or other organisations.
- 3.4 The Client is responsible for the thorough checking of the website prior to the website being switched to live mode. Alumor Design will not be held responsible for any inaccuracies or errors, delays or unobtainability arising from the site or the host for any reason whatsoever. In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.
- 3.5 The site design will be deemed to be complete when you agree to the site going live and pay the outstanding balance. The website will be switched to Live Mode once the Client's final payment has been received.
- 3.6 Alumor Design reserves the right to add a small text and/or graphic link back to our website on the homepage of all websites designed by Alumor Design.
- 3.7 Alumor Design may choose to link to the Client’s website from www.alumordesign.co.uk for purposes of example sites created

and/or maintained by Alumor Design. You may opt out of such a link by submitting a request in writing.

- 3.8 Websites provided on a 'design only' basis are the property and responsibility of the client following completion of the project and payment. The management and Hosting of the website and renewal of Domain name are the full responsibility of the Client.
- 3.9 Where asked to provide search engine optimisation for a Client, Alumor Design do not guarantee any specific placement or high ranking on search engines.

4. Domain Names

- 4.1 Domain names will be registered by Alumor Design on behalf of the Client, subject to availability and all necessary information being supplied. The Client is the legal registrant of the domain.
- 4.2 It is the responsibility of the Client to renew their domain names when due. Alumor Design will endeavour to send out timely reminders, however Alumor Design can not be held liable in any way relating to communication issues if we are not supplied a valid email address. If a domain name expires, Alumor Design can not be held liable for this.
- 4.3 If a Domain name is purchased by the Client through a company other than Alumor Design, the Client has full responsibility in making sure that the domain name is renewed when due.

5. Web Site Hosting and Email

- 5.1 Alumor Design will host the website if the Client requires us to do so. In doing so, Alumor Design will endeavour to provide a reliable and professional service to the Client at all times but do not guarantee that the website Hosting will be available at all times, especially in the event of a technical failure beyond our control.
- 5.2 We reserve the right to sub-contract hosting services and may change this sub-contractor without giving notice.
- 5.3 Alumor Design provides the Service for hosting websites and email. Under no circumstances shall it be used for storing other files such as personal back-up files. Any file you store on the Server will be reachable via a hyperlink from a page on your web site.
- 5.4 If a Client exceeds the agreed level of bandwidth additional fees will be payable at the rate quoted on our website. In addition Alumor Design reserves the right to change the type of hosting account used in order to provide a better service and without detriment to our other clients.
- 5.5 Alumor Design makes no representation and gives no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server.
- 5.6 You represent, undertake and warrant to us that you will use the Web Site allocated to you only for lawful purposes.
- 5.7 You will not upload, post, link to or transmit any material which is forbidden by our acceptable use policy ([downloadable from www.alumordesign.co.uk/terms.htm](http://www.alumordesign.co.uk/terms.htm))
- 5.8 It is the Client’s responsibility to keep secure any identification, password and other confidential information relating to their account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.
- 5.9 Alumor Design do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email.

6. Payment

- 6.1 All charges payable by you for the Services shall be in accordance with our written proposal, or the confirmation order email.
- 6.2 Alumor Design will only commence work on a Project after receipt of a non refundable 25% deposit of the quoted Project fee from the Client. The balance is to be paid on completion of the project. The website will be switched to Live Mode once the Client's balance is paid in full.
- 6.3 We reserve the right to change pricing at any time although all pricing is guaranteed for the period of pre payment.
- 6.4 All payments must be in UK Pounds Sterling.
- 6.5 Renewal of Hosting is due on a yearly basis. The date of renewal will be annually from the date the website was ordered by the Client. The Hosting will not be renewed if Alumor Design can not contact the Client, or the Client requests for the contract to be terminated.
- 6.6 If a cheque is returned by the bank as unpaid for any reason, the Client will be liable for a "returned cheque" charge of £25.
- 6.7 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, Alumor Design shall be entitled forthwith to suspend the provision of Services to the Client, including hosting of Website. There will be an admin fee of £25 for reactivating the Website/Services.

7. Termination and Refunds

- 7.1 Alumor Design shall be entitled to suspend the Services and/or terminate this Agreement forthwith without notice to you If you:
 - i) Fail to pay any sums due to us as they fall due.
 - ii) Break any of these terms and conditions.
 - iii) Are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors.
- 7.2 No refunds will be made under any circumstances for Services suspended in accordance with 7.1.
- 7.3 Alumor Design reserves the right to suspend the Services and/or terminate this Agreement at any time. In the event of this you will be entitled to a pro rata refund based upon the remaining period of prepayment.
- 7.4 During the first 30 days of Services, the Client is entitled to a refund of the basic hosting plan fee should they decide to cancel the Services (not applicable for package deals or special offers where 1 month or more free hosting is provided). No full refunds or pro rata refunds will be made after the first 30 days of service should you decide to cancel the Services.
- 7.5 Domain name registration fees, web design fees, charges for additional data transfer and charges for optional extras added to your account are not refundable on this basis.
- 7.6 Clients may transfer Hosting and/or Domain names away from Alumor Design, or cancel the Services at any time. To do so you must request cancellation of the Services in writing including your name, address, domain name, account username and password (the latter two are required for security purposes). We will cancel the Services within 2 working days of receipt of your request. No charge will be made for the termination. No refunds will be made.
- 7.7 On termination of this Agreement or suspension of the Services we shall be entitled to immediately stop access to your Website and to remove all data located on the Server.

8. Assignability

You may not assign, transfer, resell or sublicense your rights or obligations under the terms and conditions of this Agreement.

9. Limitation of Liability

- 9.1 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded.
- 9.2 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services, which are the subject of any such claim.
- 9.3 In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.
- 9.4 In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

10. Notices

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served three days following the date of posting.

11. Law

This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts

12. Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

13. Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation, which has not been made expressly in this Agreement.