



## Terms & Conditions

The terms and conditions below apply to all projects undertaken.

Services that are provided by Mezei Design to the client are subject to the following terms and conditions.

### Definitions:

The Client: The company or individuals asking for the services of Mezei Design.

Mezei Design: Designer / website owner & employees.

The Project: work or service undertaken and offered by Mezei Design for the Client.

Proposal(s) that are supplied by Mezei Design are deemed to include the terms and conditions below and accepting of a proposal shall be deemed to be accepting of these terms and conditions.

The design copyright and all other types of intellectual property right in any proposal and design shall remain with Mezei Design at all times. Any draft or proposal should be treated as confidential by the client who must not divulge nor permit any of its employees to divulge the contents thereof.

In the event any proposal is not accepted by the client all copies of the proposal together with any accompanying documentation shall remain confidential.

Agreement to a proposal is deemed to be accepted when approval is provided either by mail, telephone or email.

Any quote, costs or timetable supplied by Mezei Design shall hold good for 30 days. If not accepted within 30 days the quote, costs or timetable supplied will be subject to review and amendments by Mezei Design.

Any statement as to the completion date of "the Project" by Mezei Design is an estimate only. Reasonable endeavours will be used by Mezei Design to comply with any timetable but in the event "the Project" is not completed by the date agreed Mezei Design will be under no liability to the client or any other person(s). Only Mezei Design shall specify when any stage of the commission or the entire commission has been completed.

We accept no liability for loss or damage (direct, indirect or consequential) including all loss of profit or business arising out of any single claim, event, or series of related claims or events (including claims based on negligence).



Alterations to the scope "the Project" agreed between the client and Mezei Design entitles Mezei Design to review and amend any timetable and costs supplied to the client.

Any costing of "the Project" unless otherwise agreed in writing will be inclusive of VAT.

All fees and invoices shall be paid within 30 days of the date printed on the invoice. Mezei Design reserves the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at a rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date. Mezei Design reserves the right to stop "the Project" should any account be in arrears or not be paid. Legal action will be taken as a result of non-payment of fees and invoices.

The design copyright and all other types of intellectual property right remain with Mezei Design until all fees and invoices associated with "the Project" are paid in full.

Mezei Design shall provide cost information regarding the amount of incurred charges as the client may reasonably require.

Unless otherwise agreed in writing Mezei Design may submit interim invoices for payment even though "the Project" has yet to be completed.

We reserve the right to use any work we produce for the purpose of self-promotion.

Where pre-production proofs are supplied for approval to the client, the client shall be responsible for the correction of omissions or errors. Mezei Design shall bear no liability whatsoever in respect of any omissions or errors subsequently discovered.

Mezei Design assures that it has not knowingly infringed any copyright design right or patent in the completion of "the Project".

The client assures that the information supplied to Mezei Design in "the Project" does not infringe any copyright or design right and agrees to indemnify Mezei Design against any claim arising from the use of the information in breach of any copyright or design right.

Where "the Project" includes printing by Mezei Design the client acknowledges that due to the nature of the printing process there may be some non-material variation printing quality or colour tone.

Without prejudice to its existing rights Mezei Design may terminate this contract immediately if the client is in default of any term of any contract between Mezei Design and the client or if the client becomes insolvent. Upon such termination Mezei Design will be paid any fees due together with any VAT by the client.

Any goods or property supplied by or on behalf of the client to Mezei Design are done so at their own risk. Mezei Design do not accept liability for loss or damage caused.

The client may not assign any benefit of this agreement or any right arising there from in any way whatsoever.



Contracts between Mezei Design and the client will be concluded in the English and our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Mezei Design cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of Mezei Design until all outstanding accounts are paid in full.

Any scripts, CGI applications, databases or software (unless specifically agreed) created by Mezei Design remain the copyright of Mezei Design.

Mezei Design are not responsible for any copyright infringements caused by materials submitted by the client.

Materials required to complete the site to the agreed standard and within deadline are to be made available as soon as is reasonably possible to Mezei Design.

Mezei Design will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Mezei Design does not guarantee that any scripts, CGI applications, databases or software will be immune from hacking. Mezei Design will not be liable for any costs incurred, compensation or loss of earnings caused as a result of hacking.

Any scripts, applications or software (unless specifically agreed) written by Mezei Design remain the copyright of Mezei Design and may be used, as required, in future projects.

Applications or programming relating to a site developed by Mezei Design must be tested by the client before being made available for general use. "Bugs", errors or other issues are found after the site goes live, Mezei Design will endeavour (but is not obliged to) to correct these issues to meet the level of functionality outlined in the scope of the project.

The client agrees to pay Mezei Design in a timely manner for services rendered. Mezei Design reserves the right to temporarily or permanently suspend Client's websites, software and services when accounts fall into arrears.

#### Changes to terms and conditions

Mezei Design reserve the right to make changes to these terms and conditions from time to time.