

Terms & Conditions

1. General

- 1.1. All prices exclude VAT unless otherwise stated.
- 1.2. Quotes are valid for 60 days.
- 1.3. It is the customers responsibility to ensure that proposed project is lawful, does not infringe any copyright or any other laws. It is also the customers responsibility to carry out any market research as to the viability and profitability of any project before accepting any quote.
- 1.4. We reserve the right to refuse any work we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.
- 1.5. The acceptance of a commission quote either verbally or in writing shall be deemed as a contractual agreement between the client and Rubious.
- 1.6. At project acceptance Rubious can provide an estimated completion date, however we cannot guarantee this date as a final completion date.

2. Website Design and Build Services

- 2.1. Interim invoices of a percentage of the total quoted price will be invoiced at various stages of the project and payment must be provided before work on the project can continue.
- 2.2. Once a commission has commenced it will be completed using the information, data, text and images provided at project commencement or during the design phase. Once the design process has been completed the project will be presented to the client who may make any changes to design and content he wishes. Any major changes that affect the technical and build aspect of the website may incur further costs.
- 2.3. Rubious will initially place the client's web site on a demonstration server in order that the client may view and comment upon the project. Once the client has approved the project a final invoice will be presented.
- 2.4. Rubious reserve the right to alter our prices at any time without prior notice. If a quote at an original price has been made it will be valid for 60 days and subsequently during the life of the current commission, however additional work may be charged for using the new pricing structure.
- 2.5. Rubious reserve the right to remove the client's website if outstanding invoices are not paid in full.
- 2.6. When a quote has been accepted and a developed project is completed and approved by the client the invoice must be paid within 30 days nett. A delay in the client populating the site will not be accepted as a reason for delayed payment as, once it is ready to be populated Rubious's job is done. Rubious offers a service to populate the client's site/CMS on their behalf, and prices are available on request for this service.
- 2.7. Content or features listed in the original quote but not provided during the development phase by the client will be added at any time in the future, however invoices must be paid in full including sections which the client still has to provide content for.
- 2.8. All material, both text and images, supplied by the client and used in the construction of the client's web site, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.
- 2.9. The copyright for all material provided by Rubious, such as source code, graphics, photographs, video, animation and text, will remain the property of Rubious until agreed with the client to transfer the copyright.
- 2.10. Rubious produce projects where every effort is made to display the pages acceptably on most popular browsers currently available, however we cannot accept responsibility for pages which do not display correctly on versions of browsers released after the project is completed, or on browsers that are more than 2 versions older than the current version.
- 2.11. The client is ultimately responsible for checking the correctness of the site before they give Rubious approval to make the site publicly available.
- 2.12. When a client agrees that a site can be made publicly available they are agreeing that the design and development of the site has satisfied all their requirements.
- 2.13. In circumstances where we are instructed to work with an existing website not created by Rubious, we reserve the right to withdraw our services or decline to proceed with a project if we consider that our work will be significantly hindered or obstructed by poor third party workmanship.

3. Graphic Design Services

- 3.1. Print Proof Agreement: You will be given a digital and/or hard copy proof(s) of all work to be printed, your approval of the proof(s) confirms that you agree to the design and contents of the printed document as depicted on the proof. By giving your approval of the proof, you absolve Rubious of all liability for any errors, omissions or discrepancies which may be present on the proof. After giving your approval you are not able to make any changes to the final product, nor are you able to hold Rubious responsible for anything you are unhappy with. This contract revokes your right to take any kind of action against Rubious for any aspect of the work with which you are later dissatisfied.

4. Hosting Services

- 4.1. Rubious offer annually renewable packages of hosting which can be purchased as part of a package or separately. Invoices are provided approximately one month before the renewal date, and our standard payment terms apply from the invoice date.
- 4.2. These packages are quoted for either on application or at time of quoting for a full project.
- 4.3. Hosting services are annually renewable. Package start dates are based on when any web project goes live.
- 4.4. The annual fee is subject to change, and Rubious will notify you of any change to your hosting price 30 days before invoicing.
- 4.5. Hosting packages are provided with a maximum of 5 GB hosting space. If your website goes over this then Rubious may charge additional fees. Rubious will warn you when you are approaching this limit.
- 4.6. Rubious currently do not limit the amount of bandwidth used by websites but reserves the right to change this policy at any time, and to charge additional fees if you use excess of the bandwidth limit. Rubious will warn you when you are approaching this limit.
- 4.7. No partial refunds will be given for hosting cancelled during the current agreement's time period.
- 4.8. Whilst Rubious and our hosting partners take many steps to ensure that clients' sites are always backed up it is the client's responsibility to inform us when a change to the site is made so that we can verify backup integrity. Clients are expected to keep their own backups of any images, text, videos, and other content uploaded to the website.

- 4.9. Whilst Rubious and our hosting partners take many steps to ensure your website is always available, some small downtime is to be expected. Rubious will warn you of any extended downtime and will refund clients the month's hosting fee if downtime is significant.

5. Email Marketing Campaign Services

- 5.1. Rubious offer an Email Marketing Campaign system for a one-off setup fee.
- 5.2. Email delivery is liable to a recurring cost, set at an agreed level at quotation. Rubious reserves the right to change these prices, and will notify you 30 days before price changes come into effect.
- 5.3. Rubious produce projects where every effort is made to display the pages acceptably on most popular email clients currently available, however we cannot accept responsibility for emails which don't display properly on versions of email clients and browsers released after the project is completed, or on email clients that are more than 2 versions older than the current version.

6. Email Services

- 6.1. Rubious offer the setup of Google Apps for clients' domains, providing clients with email addresses.
- 6.2. Whilst Rubious, as part of its portfolio of services, provides email addresses, we take no responsibility for the configuration of clients' email viewing/retrieval software or mail servers, other than the provision of email server connection and addressing details. We will happily provide ad-hoc advice where we are able to, or alternatively provide third-party assistance on an at-cost basis.
- 6.3. Rubious does not accept any responsibility for services provided by Google or any other third parties.
- 6.4. Rubious offer support for your email accounts only if the problem lies with Rubious' involvement with the setup. Any other technical problems are the responsibility of Google. Clients have the option of paying Google for extra support.

7. Printing Services

- 7.1. Rubious does not provide printing services of any kind. All printing services are outsourced and provided by a third party.
- 7.2. All printing quotations and services are solely between client and the third party. Rubious will only act as liaison to the third party and not take any responsibility for any work carried out by the third party in question. The client should refer to the third parties' terms and conditions.

8. Marketing Strategies - online and offline

- 8.1. Many of our marketing services are outsourced and provided by a third party.
- 8.2. All marketing quotations and services are solely between client and the third party. Rubious will only act as liaison to the third party and not take any responsibility for any work carried out by the third party in question. The client should refer to the third parties' terms and conditions.

9. Search Engine Optimisation Services

- 9.1. Rubious does not provide search engine optimisation services of any kind. All SEO services are outsourced and provided by a third party.
- 9.2. All Search Engine Optimisation quotations and services are solely between client and the third party. Rubious will only act as liaison to the third party and not take any responsibility for any work carried out by the third party in question. The client should refer to the third parties' terms and conditions.

10. Payment Terms

- 10.1. Our payment terms are strictly 30 days nett monthly. Payment must be made by electronic transfer (BACS) or cheque delivered to our premises at Unit 2 Brightwell Barns, Ipswich Road Brightwell, Ipswich IP10 0BJ unless otherwise agreed.
- 10.2. Any payment returned by the bank will incur a £15 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the customer.
- 10.3. Late payments will be charged interest at our rate of 5% per week late from due date.
- 10.4. Rubious shall be entitled to deliver interim invoices to the Client following the end of each month in which the Internet Products and Services are provided or supplied or at other times agreed with the Client at quotation stage.

11. Visits to Clients' Premises

- 11.1. We will visit any premises in United Kingdom free of charge for a no obligation consultation. Any further visit may be charged at our mileage rate of 40 pence per mile return at our discretion.
- 11.2. Any additional meeting time of the web development / email marketing / graphic design project will be included in the initial quoted price, the client will not be charged any extra. Any time spent on any other job, for example computer setup / repair may be charged at our hourly rate of £75 per hour at our discretion.

12. Data Protection

- 12.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 12, Applicable Laws means (for so long as and to the extent that they apply to Rubious) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 12.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Rubious is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 12.3. Without prejudice to the generality of clause 12.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Rubious for the duration and purposes of this agreement.
- 12.4. Without prejudice to the generality of clause 12.1, Rubious shall, in relation to any Personal Data processed in connection with the performance by Rubious of its obligations under this agreement:

12.4.1 process that Personal Data only on the written instructions of the Customer unless Rubious is required by Applicable Laws to otherwise process that Personal Data. Where Rubious is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Rubious shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Rubious from so notifying the Customer;

12.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

12.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

12.4.4 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

12.4.5 notify the Customer without undue delay on becoming aware of a Personal Data breach;

12.4.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

12.4.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 12.

12.5. The Customer consents to Rubious appointing a third-party processor of Personal Data under this agreement. Rubious confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 12. As between the Customer and Rubious, Rubious shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 12.

12.6. Either party may, at any time on not less than 30 days' notice, revise this clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

By agreeing to these terms and conditions your statutory rights are not affected.
Rubious will reserve the right to alter any of the above terms and conditions at any time.

Rubious Limited.
VAT Registration Number: 102 1837 59.
Registered address: Cardinal House, 46 St. Nicholas Street, Ipswich, Suffolk P1 1TT.
Registered in England number: 06937857.

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