

Terms & Conditions

Digital Advertisement /Landing Page

The following terms and conditions apply to all website development / design services provided by Noble Wordsmiths to the Client.

1. Acceptance

It is not necessary for any client to have signed an acceptance of these terms and conditions for them to apply. If a client accepts a quote then the client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

2. Charges

Charges for services to be provided by Noble Wordsmiths are defined in the project quotation or the advertised price (usually £49.99). Quotations are valid for a period of 30 days. Noble Wordsmiths reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Jobs up to the value of £400 require prepayment in full, including the monthly hosting fee for the duration of the contract.

For large ongoing jobs, unless agreed otherwise with the client. Jobs with a value of £401 and above require an advance payment of a minimum of thirty three (33) percent of the project quotation total before the work is supplied to the client for review. A second charge of thirty three (33) percent is required after the development stage, with the remaining thirty three (33) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.

The balance payment is then to be made within 14 days upon submission of the website.

Noble Wordsmiths currently accepts the following payment methods:

- Direct bank transfer
- PayPal
- Cash
- Cheque

No credit is given unless otherwise agreed in writing.

3. Client Review

Noble Wordsmiths will provide the client with an opportunity to review the appearance and content of the advert during the design phase and once the overall website development is completed. At

the completion of the project, such materials will be deemed to be accepted and approved unless the client notifies Noble Wordsmiths otherwise within ten (10) days of the date the materials are made available to the client.

4. Turnaround Time and Content Control

Noble Wordsmiths will install and publicly post or supply the client's advertisement by the date specified in the project proposal, or at date agreed with client upon Noble Wordsmiths receiving initial payment, unless a delay is specifically requested by the client and agreed by Noble Wordsmiths.

In return, the client agrees to delegate a single individual as a primary contact to aid Noble Wordsmiths with progressing the commission in a satisfactory and expedient manner.

During the project, Noble Wordsmiths will require the client to provide website content; text, images, movies and sound files, unless otherwise stated that Noble Wordsmiths will produce the content.

5. Payment

Invoices will be provided by Noble Wordsmiths upon completion before publishing the live advertisement. Invoices are normally sent via email; however, the client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed and a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due, and the website shall risk being removed from the server.

6. Additional Expenses

Client agrees to reimburse Noble Wordsmiths for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

7. Web Browsers

Noble Wordsmiths makes every effort to ensure websites are designed to be viewed by the majority of visitors. Digital Advertisements are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer 8 & 9, Google Chrome, etc.). Client agrees that Noble Wordsmiths cannot guarantee correct functionality with all browser software across different operating systems.

Noble Wordsmiths cannot accept responsibility for advertisements which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Noble Wordsmiths reserves the right to quote for any work involved in changing the advertisement or website code for it to work with updated browser software.

8. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the client in default maintains any information or files on Noble Wordsmiths Web space, Noble Wordsmiths will, at its discretion, remove all such material from its web space. Noble Wordsmiths is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not

relieve the client of the obligation to pay any outstanding charges assessed to the client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Noble Wordsmiths reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Noble Wordsmiths in enforcing these Terms and Conditions.

10. Termination

Termination of services by the client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

11. Indemnity

All Noble Wordsmiths services may be used for lawful purposes only. You agree to indemnify and hold Noble Wordsmiths harmless from any claims resulting from your use of our service that damages you or any other party.

12. Copyright

The client retains the copyright to data, files and graphic logos provided by the client, and grant Noble Wordsmiths the rights to publish and use such material. The client must obtain permission and rights to use any information or files that are copyrighted by a third party. The client is further responsible for granting Noble Wordsmiths permission and rights for use of the same and agrees to indemnify and hold harmless Noble Wordsmiths from any and all claims resulting from the client's negligence or inability to obtain proper copyright permissions. A contract for advertisement design and/or placement shall be regarded as a guarantee by the client to Noble Wordsmiths that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

13. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the client in electronic format (ASCII text files delivered on compact disk, USB flash drive or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Noble Wordsmiths to return to the client any images or printed material provided for use in creation of the client's website, such return cannot be guaranteed.

14. Design Credit

The client also agrees that the website developed for the client may be presented in the Noble Wordsmiths portfolio.

15. Post-Placement Alterations

Noble Wordsmiths cannot accept responsibility for any alterations caused by a third party occurring to the client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

16. General

These Terms and Conditions supersede all previous representations, understandings or agreements. The client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

17. Governing Law

This Agreement shall be governed by English Law.

18. Liability

Noble Wordsmiths hereby excludes itself, its employees and or agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the website;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Noble Wordsmiths to the client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the services under this Agreement in respect of which the breach has arisen.

19. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid.

[See full Terms and Conditions](#)