

# cinnamondigitalmedia

## Terms and Conditions

This agreement is made between The Client (the individual or company requesting the services of Cinnamon Digital Media) and Cinnamon Digital Media (Marianne Walker, freelance provider trading as Cinnamon Digital Media)

These terms and conditions are subject change and the most up to date version<sup>®</sup> will always be made available at <http://www.cinnamondigitalmedia.co.uk/CDM-TandC.pdf>

### 1. Project initiation and acceptance

After initial consultation, Cinnamon Digital Media will provide the Client with a written quotation, valid for 30 days. At the time of acceptance, a contract will be issued for the Client to sign and return and the deposit as detailed in section 2 below will be invoiced to the Client.

### 2. Fees, charges and payment

Fees and charges will be set out in the written quotation provided to the Client and the following contract and schedule. Where the Client makes significant changes to the brief during the life of the project, or Cinnamon Digital Media unavoidably incurs significant additional charges in order to complete the project, then Cinnamon Digital Media reserves the right to charge the Client at the appropriate rate.

Upon acceptance of the quotation, a non-refundable and (usually) 40% deposit will be invoiced and becomes immediately due, unless agreed otherwise. This may include, in addition to the project deposit, any fees, subscriptions, licences or other costs payable in order to begin or complete the project. Cinnamon Digital Media reserves the right to wait for clearance of the deposit before commencing work on the project.

Fees, subscriptions, licences or other costs payable in order to complete the project which become apparent during the course of the project may be required to be paid at the time of the expense being incurred.

The balance of the project fee will be invoiced after the Client signs off the project as complete, in writing, which includes by post or email. However, for large projects which are expected to extend beyond eight weeks, Cinnamon Digital Media reserves the right to invoice the Client on a monthly basis, on or near to the 1st of the month. Ongoing or maintenance contracts will be invoiced on a monthly basis, on or near to the 1st of the month.

All invoices should be paid in full within the time specified on the invoice. Cinnamon Digital Media reserves the right to add interest to late payments and to add charges for costs incurred in recovering late payment, in accordance with the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

Cinnamon Digital Media is VAT registered in the United Kingdom, number GB 922 7198 14, and as such will supply invoices and receipts detailing VAT information.

### **3. Suspension of services**

Cinnamon Digital Media reserves the right to suspend hosting and email services and to remove websites and documents from the servers if an invoice remains unpaid 30 days after the invoiced payment period expires, or to suspend with immediate effect for reasons outlined in sections 5a and 5b below.

### **4. Hosting**

Hosting fees are paid in advance for one year. Cinnamon Digital Media reserves the right to increase or decrease rates at any time. The new rate will take effect only upon the Client's next renewal date.

Cancellation of hosting requires 30 days notice. During this notice period, if required, Cinnamon Digital Media will help the Client to transfer to a new host for which there may be a charge. Refunds will not be issued after the first 30 days of a hosting contract have passed.

A reminder of the hosting expiration will be sent via email at 28 and 21 days before a term is due to expire. If no cancellation is received, the Client will be invoiced 14 days before the end of the term and a new term entered into.

If an invoice remains unpaid for 30 days after the standard 14 day payment period expires, Cinnamon Digital Media reserves the right to suspend services.

### **5. Acceptable Usage Policies**

#### **a. Hosting**

Cinnamon Digital Media will not host or create websites which:

- are racist, sexist, or otherwise discriminatory or which promote hate or violence
- are illegal by their nature or which promote illegal activities or are used for fraudulent purposes
- show or incite inappropriate actions against or relating to minors
- contain pornographic content

Cinnamon Digital Media reserves the right to remove any website deemed offensive or inappropriate without notice and, if necessary, inform the relevant authorities.

#### **b. Email**

The Client agrees that in sending and receiving mail via the Cinnamon Digital Media servers and when using the email address of a domain associated with Cinnamon Digital Media servers, they will:

- not send spam, or unsolicited mass mail
- not transmit viruses, trojan horses or other nasties
- not use their email address for anything illegal, fraudulent or otherwise unsavoury in line with the website hosting terms above

Virus filters are installed on servers and are kept up to date. Spam filters are included with every account. Cinnamon Digital Media cannot be held responsible for any spam or infected mail which may slip through the filters.

### **6. Project Cancellation**

Returning a signed contract and schedule is an obligation to honour the contract formed by returning the document.

If a project should be cancelled by the Client before completion, a percentage of the balance may become due in accordance with how far the project has progressed.

If a project should be cancelled by Cinnamon Digital Media before completion, the nature of the cancellation will determine whether fees are due - e.g. significant changes to the initial brief which would cause a site to contravene the Hosting Acceptable Usage Policy set out in 5a above (whether or not it would be hosted on the Cinnamon Digital Media servers) will cause the contract to come to an end and will attract payment of a percentage of the balance in accordance with how far the project has progressed.

## **7. Copyright**

Cinnamon Digital Media will retain copyright of all works created by Cinnamon Digital Media until paid for in full by the Client. Upon payment clearing to Cinnamon Digital Media, copyright passes to the Client unless otherwise agreed. However, as the creator of the work, Cinnamon Digital Media reserves the right to showcase the work in portfolios unless otherwise agreed.

Cinnamon Digital Media reserves the right to not create work using copyrighted material which the Client does not have permission to use, and the Client agrees that they will not submit any such material. Proof of copyright/permission may be required.

In the event of a copyright dispute arising, the Client agrees that they will be held responsible for content submitted to Cinnamon Digital Media, and that Cinnamon Digital Media will not be held responsible for any such copyright breach.

## **8. Compatibility**

Websites are tested on latest versions of Internet Explorer, Firefox, Opera and Safari browsers and historical versions of Internet Explorer (including v7 and, where reasonably applicable, v6). Cinnamon Digital Media cannot guarantee complete compatibility with all browsers or older versions of common browsers.

PDF is a standard file type and should be compatible across multiple platforms. MS Office files are built for cross-compatibility. Photographs/images will be provided in the most commonly compatible/suitable formats (unless otherwise requested).

## **9. Server uptime**

No guarantees can be made as to the availability of the web servers. Cinnamon Digital Media cannot accept liability for losses caused by the unavailability, malfunction or interruption of the server technology, or for loss of revenue from outages. Cinnamon Digital Media will endeavour to keep all Clients informed at the earliest opportunity with any known technology issues or planned service updates which may affect server performance.

## **10. Privacy policy**

Any personal details given to Cinnamon Digital Media will be used solely by Cinnamon Digital Media for purposes relating to an enquiry or project, or for sending occasional promotional emails directly from Cinnamon Digital Media. Rest assured that Client details will never be given (or sold) to any third party unless required by law.