



Chemistry
Communications

Terms of Service

Please ensure that you have read and agree to these Terms of Service prior to making your first payment.

Definitions

“The Company” shall be defined as Chemistry Communications and all of its associated contractors and subsidiary companies and may be referred to as “We” or “Us”.

“The Client” shall be defined as the person or company with whom goods and services are to be supplied to and may be referred to as “You”.

"Goods and/or Services" shall be known to be any item which the company supplies to any of its clients for which it is agreed that charges may or may not be applicable, without limitation this includes administrative charges, consultancy fees, design, copy, multimedia, subcontractor's charges, advance service charges and outside registration fees.

General

Chemistry Communications will carry out work only where an agreement is provided either by email, telephone, mail or fax. This will constitute a written or verbal contract between Chemistry Communications and the client. This includes telephone and email agreements. **Important: Approval for the work to commence and/or payment of the advance fee indicates that the client accepts the Terms and Conditions outlined in this document.**

Responsibilities

The client is responsible for providing all necessary information and/or assets required for project progress (copy, logo, photographs etc.) as soon as possible following project commencement. It is in your best interest to ensure that delivery of these items is prompt, so as not to have consequences for the delivery timetable. If you are more than 30 days late after the agreed date in supplying required content, The Company reserves the right to postpone or stop work at its discretion. On any occasion where we are delayed because you have not provided this information, we reserve the right to impose a surcharge of 25% of the total cost of the work.

Some projects, especially websites, may require the use of third party products (shopping cart systems, content management systems etc.). Support for third party products remains the responsibility of that third party. You will be provided with the necessary contact information in these cases and should refer to the third party for all technical support.

Payment Terms

Projects require a non-refundable deposit prior to work commencement. This may be 25% or 50% of total cost, dependent on the scope and duration of the project. This will be noted on your quotation for your reference. If deposit is 25%, an additional 25% will be charged following mock-ups or at a predetermined stage in the process. The remainder of the balance is payable on completion of the project. You will not receive the finished project (if project is a website, site will not go live) until the balance is paid in full.

If the work is ongoing, you will be invoiced once per month with the first month's payment due in advance (within 7 days of contract signing).

Any unpaid balances will incur a 5% interest each month that payment is overdue. If the invoice goes 3 months without payment, legal action may be taken to recover the funds.

If the project incurs costs for items that we source on your behalf (hosting, illustration fees, printing costs etc.) these will be billed with a 20% surcharge.

Rush projects, or any projects requiring us to work during nights, weekends, or holiday periods will incur a 50% increase in cost at the outset.

Inclusions

Each project includes an initial briefing meeting if necessary which will be conducted in person, by phone or video chat (max. 1 hr). There will be no charge for this initial consultation as it is intended to help both Client and Company decide whether or not we wish to go forward with the project and to create a plan that works for us both. Any further consultations will be billed hourly.

Each website design and graphic design project includes two revisions if required. Any further revisions will be billed hourly or as previously arranged with an updated quotation.

Validity of Quotation

Unless otherwise agreed, any quotation provided will be valid for 30 days from the date of receipt.

Availability

In order to maintain productivity and a consistent workflow, Chemistry Communications prefers to be contacted via email; **please use this first**. We'd prefer if you would respect our time and only call if a matter is urgent. If you need to contact us by phone,

please leave a message and we will return your call as soon as we can. Please note that Customer Service hours are between 10 am - 4 pm on weekdays. If you call outside of these hours, your call will be returned the following business day.

Cancellation

If a project is cancelled by you prior to completion, the non-refundable deposit, plus any expenses incurred and payments made up to that point will serve as a kill fee. Use of work done in connection with the project by you without permission could result in additional fees and/or legal action. In case of cancellation, Chemistry Communications retains all rights to the material and will keep any files, copy and artwork.

Spec Work

Under no circumstances will we do work without guarantee of payment unless we have initiated the project and it is for a charitable cause. This type of practice devalues our industry. Please do not ask us to operate under speculative arrangements.

Copyright Information

Chemistry Communications reserves the right to use any work that we complete in our portfolio to be displayed on the web or in print for promotional purposes.

Any scripts, applications or software written by us remain the copyright of Chemistry Communications and may only be commercially reproduced or resold with permission.

All work completed by us that is not used in the final product remains our property.

In situations where the client provides images, text, animations, layouts or any other content, the client is legally responsible for ensuring that this material does not infringe any copyright. We cannot take responsibility for any copyright infringements caused by materials submitted by the client.

Certain images provided by us may have been purchased under license from stock image suppliers. These images are generally only licensed for use in one project or website. The license may not permit them to be further used in publicity material. The client is legally responsible for ensuring that this does not happen. If you wish to use any images from our project for other purposes please contact us for clarification.

Search Engine Optimization

If Search Engine Optimization has been agreed as part of the contract, the client must be aware that we are not responsible for ongoing web site promotion. Only basic Search Engine Readiness is included with our websites unless otherwise requested. Search Engine Optimization/Search Engine Marketing are not included with website

design projects. SEO/SEM is an entirely separate service which must be agreed on explicitly should you require it. Should the client require the site to be managed on an ongoing basis, a separate contract must be agreed.

If you have hired us to proceed with an Internet Marketing campaign, your site will be optimized on-site, and off-site. We will also work on link building and PPC campaigns should you require this. We will do as agreed to help your site rank higher in search engines and get more hits; however, please be aware that **the order in which websites are ranked in search results is controlled by the search engines**. While we can optimize your site for this by making it search engine friendly, it is impossible to make any guarantees on ranking position.

Project Completion & Future Support

Once the project has been finalized, you will be required to sign off on a proof or working sample. When you sign off on the project, you are accepting full responsibility for the project as it exists at that point. Your project will be handed over as a fully functioning, completed work. Unless it has been agreed beforehand, Chemistry Communications is not responsible for future support. Support can be provided upon request for an agreed fee.

Compliance with E-Commerce, Accessibility or Other Regulations

We produce web content and websites in accordance with the client's specifications. It is the client's responsibility to ensure that the website and its content comply with current online trading laws and regulations.

We cannot accept responsibility for any failure to comply with laws and regulations related to accessibility, selling online or those related to a specific business or trade. In any business where complex compliance issues may exist we recommend that the client takes legal advice from their company lawyer.

Website Hosting

Chemistry Communications uses hosting provided by a third-party. If you purchase a website from us and do not specify alternate hosting arrangements, your site will be hosted on our server space with them and your email addresses will be operated through them. This company has an excellent reputation, but there is always the possibility of interrupted service. No guarantees can be made as to the availability or interruption of this service. We cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Notes:

Should Chemistry Communications waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit us to waive the same clause on any other occasion.

By agreeing to these Terms and Conditions your statutory rights are not affected.

Chemistry Communications reserves the right to change or modify any of these Terms or Conditions at any time. Should clarification of any of the above be required please contact us.

Please sign below and return to us as soon as possible. Thank you!

Client Signature

Date

Company Signature

Date