



Terms and Conditions

In the following terms and conditions, all reference to “the Company” shall mean Adigi Ltd, its employees, affiliates, agents, third-party information providers, merchants, licensors or the like.

Price variation – any estimates or quotations are based on the Company’s current costs of production and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet such rise and fall in costs. Any estimate issued by the company does not constitute an offer and acceptance of any order placed by the client is subject to the Company’s written confirmation.

Credit Accounts - Credit accounts can be set up and are usually net 30 days from invoice subject to credit status or setting up and maintaining a credit account with us. In most cases, the initial agreement will require a deposit equating to one month’s payment. If the value of your order exceeds your credit rating partial payment prior to delivery / commencing work may be required. We will accept prior payment via BACs, cheque or irrevocable letter of credit advised through and payable with a UK bank. There may be charges made by your bank in relation to their fees, which are outside our control and are payable by yourselves. Any special documentation and/or terms of an LC or other requirements may be charged at our cost plus administration fees.

Retention of title - The Company remains the owner of the goods until the price and all other sums owing by the buyer to the Company are paid in full. After full payment has been received the ownership of any work developed specifically for that website will become the property of the client. This excludes any third party applications, server software, content that has been pre-developed by the Company and any other licensed material used within the website.

Tax - The Company reserves the right to charge the amount of any taxes, VAT, duties or royalties etc which are payable, whether or not included on the estimate or invoice.

Preliminary / Speculative / Additional Work - All work carried out, whether experimentally or otherwise, at the client’s request will be charged. We do not enter into speculative work unless written confirmation is obtained from the company beforehand. Additional costs for work undertaken and not specified in the original brief will be charged for. Such costs will be advised before the work is undertaken.

Copyright - The client shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs etc. The client will indemnify the Company and their agents for any claim arising therefrom.

Company Acknowledgement - Unless otherwise specifically requested in writing, all work will carry our company imprint (and link to our website) and the Clients website may be used in the Company's marketing literature.

Delivery and Payment - Completion of a website construction will constitute delivery and a final invoice will be raised which will be due for payment in accordance with the terms stated thereon. On certain classes of work the Company reserves the right to insist on prior Payment (if Adigi are not hosting a company website), including payment upfront before any work is undertaken or agreed staged payments. Should work be n suspended or delayed at the request or fault of the Client then the Company shall be entitled to payment for all work already carried out.

Completion dates - No completion dates can be guaranteed unless specified in the Company's written order confirmation. Dates will be subject to the client not introducing any delays or making any amendments to the original brief. The Company shall not be responsible or liable for any costs arising from delays caused for whatever reason and shall not be liable for any claims for consequential loss arising from any delays.

Domain Names - All names are registered and managed in accordance with the terms and conditions of the naming authorities (full details available on request) and it is the responsibility of the client to renew the domain name on expiry.

Limit of Liability - The client agrees that the Company shall , under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary or consequential damages resulting from loss of profits, arising out of or in connection with this Agreement and in particular the Company will not be liable for the following: (a) suspension or loss of your domain registration; (b) use of your domain registration; (c) interruption of your business; (d) access delays or interruptions to any website accessed by your registered domain name; (e) non-delivery, mis-delivery, corruption, destruction or modification of data.

Website Promotion - Website promotion will be undertaken by the company if specified in your order confirmation. The Company is then

responsible for carrying out a variety of SEO work but is unable to guarantee the results.

Clients Property - Whilst all due care is taken, the Company cannot accept any responsibility for loss or damage to artwork, photographs, transparencies etc. Any liability shall be limited to the cost of replacing the material. Should any such material have a specific value the Client should insure accordingly.

Late Payment & Insolvency - If the client ceases to pay their debts in the ordinary course of business or does not or cannot pay their debts as they become due or being a company is deemed unable to pay its debts or has a winding up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him/her the Company without prejudice to other remedies shall a) have the right not to proceed further with the contract or any work for the client and shall be entitled to charge for work already carried out whether completed or not, such charge being a debt with immediate payment required. b) have the right to terminate any hosting agreements or name registrations and disconnect the site from the web at the expiry of 7 days notice. In the event of any such disconnection the Company shall charge a £50 reconnection fee which will be payable together with all outstanding monies due to the company prior to reconnection. In the event that the debt remains unpaid, the ownership of the domain name may be transferred to the Company as the paying entity for the registration. The company may reinstate your domain name registration