

Terms and conditions

The following Terms and Conditions of Service apply to all products and services provided by Xanna Limited.

All work is carried out by Xanna Limited on the understanding that the client has agreed to Xanna Limited's terms and conditions.

Copyright is retained by Xanna Limited on all design and editorial work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design or text is presented, only one solution is deemed to be given by Xanna Limited as fulfilling the contract. All other designs remain the property of Xanna Limited, unless agreed in writing that this arrangement has been changed.

Project acceptance

At the time of proposal, Xanna Limited will provide the customer with a written estimate or quotation.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services. Any expenses not foreseen in the written estimate or quotation will be agreed with the customer before purchase.

A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Xanna Limited. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Xanna Limited's Terms and Conditions. No work on a project will commence until either document has been received by Xanna Limited.

Payment

On signing and returning an Approval Form to Xanna Limited, confirming the job is signed off, the customer will be issued with an Invoice. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

Payments may be made by cheque, or electronic funds transfer.

Returned cheques will incur an additional fee of £100 per returned cheque. Xanna Limited reserves the right to consider an account to be in default in the event of a returned cheque.

Default

An account shall be considered default if it remains unpaid after 30 days from the date of invoice, or following a returned cheque. Xanna Limited shall be considered entitled to remove Xanna Limited's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Xanna Limited reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to Xanna Limited for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/ or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Xanna Limited on behalf of the customer, will remain the property of Xanna Limited and/or its suppliers.

The customer may request in writing from Xanna Limited, the necessary permission to use materials (for which Xanna Limited holds the copyright) in forms other than for which it was originally supplied, and Xanna Limited may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Xanna Limited, the customer grants Xanna Limited permission to use this material freely in the pursuit of the design.

Should Xanna Limited, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Xanna Limited to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Xanna Limited free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/ or any other necessary permissions.

Alterations

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

The customer also agrees that Xanna Limited holds no responsibility for any amendments made by any third party, before or after a design is published.

Licensing

Any design, copywriting, drawing, idea or code created for the customer by Xanna Limited, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Xanna Limited and any of its relevant sub-contractors.

All design work, where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Xanna Limited will not be held responsible for any and all damages resulting from such claims. Xanna Limited is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Xanna Limited responsible for any such loss or damage. Any claim against Xanna Limited shall be limited to the relevant fee(s) paid by the customer.

Data formats

The client agrees to Xanna Limited's definition of acceptable means of supplying data to the company.

Text is to be supplied to Xanna Limited in electronic format as standard text (.txt), MS Word (.doc or .docx) CD-ROM or via email.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by Xanna Limited via CD-ROM or email. Images must be of a quality suitable for use without any subsequent image processing, and Xanna Limited will not be held responsible for any image quality which the client later deems to be unacceptable.

Xanna Limited cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Design project duration

Any indication given by Xanna Limited of a design project's duration is to be considered by the customer to be an estimation. Xanna Limited cannot be held responsible for any project over-runs, whatever the cause.

Rights of access for website construction

The client agrees to allow Xanna Limited all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow Xanna Limited access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply Xanna Limited with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Design project completion

Xanna Limited considers the design project complete upon receipt of the customer's signed Approval Form. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and will be treated as a separate charge.

Hosting websites

Xanna Limited does not offer in-house hosting services. Xanna Limited can only suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Xanna Limited may request that clients change the type of hosting account used if that account is deemed by Xanna Limited to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees due to the hosting organisation are the responsibility of the client and Xanna Limited are not liable for their payment.

Domain registration

Xanna Limited can register a domain name on behalf of the customer but future renewal of the domain name is the responsibility of the client.

Search engine submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, Xanna Limited cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

Design credits

The customer agrees to allow Xanna Limited to place a small credit on printed material exhibition displays, advertisements and/or a link to Xanna Limited's own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow Xanna Limited to place websites and other designs, along with a link to the client's site on Xanna Limited's own website for demonstration purposes and to use any designs in its own publicity.

Rights of refusal

Xanna Limited will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Xanna Limited also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Xanna Limited does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Xanna Limited to remove the contravention without

hindrance, or penalty. Xanna Limited is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact, or email, however, following this, Xanna Limited will need formal notification in writing within two working days to the company's postal address. The customer will then be invoiced for all work undertaken and completed, and any advance costs incurred. Monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Xanna Limited within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

Xanna Limited makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Xanna Limited will not be held responsible for any and all damages resulting from products and/or services it supplies. Xanna Limited is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take all reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Xanna Limited responsible for any such loss or damage. Any claim against Xanna Limited shall be limited to the relevant fee(s) paid by the customer.

Xanna Limited reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions.

This will also include general Printers Terms and Conditions which can include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Xanna Limited recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

Xanna Limited will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Confidentiality

Xanna Limited shall keep all confidential information of the customer confidential, will not disclose it to any third party without the prior written consent of the customers, and will not use it for any purpose other than that for which it was provided to Xanna Limited. Xanna Limited shall only disclose confidential information to those sub-contractors, agents or suppliers who need to know the same for legitimate business purposes.

The customers shall similarly agree to maintain information regarding Xanna Limited's processes, tools, methodologies and any other confidential information of Xanna Limited strictly confidential, and the foregoing paragraphs shall apply equally to the customer's obligations to Xanna Limited.

Notwithstanding the above, confidential information shall not include any information which: (i) is available to the public, or becomes available to the public other than as a result of an improper disclosure hereunder; (ii) was previously known to the party obligated hereunder; or

(iii) becomes available to the obligated party on a non-confidential basis from a source other than the disclosing party, provided the source is not known by the obligated party to be in violation of a confidentiality obligation to the disclosing party.

Data protection

Xanna Limited will not sell, rent or exchange customer personal information with any third party for commercial reasons. Xanna Limited follows strict security procedures in the storage and disclosure of information which the customer has given us, to prevent unauthorised access in accordance with the UK data protection legislation. Xanna Limited does not collect sensitive information about its customers except when they specifically knowingly provide it.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Xanna Limited reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by Xanna Limited and validated by the customer's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Xanna Limited.