



Standard Terms of Use and Privacy Policy

1. DEFINITIONS

The following terms and conditions document is a legal agreement between MTS Studios Ltd hereinafter referred as "Consultant" and respective party of interest hereinafter referred as "Client" for the purposes of web site design and/or development, software design and/or development and/or any other service from the Consultant's Complete List of Services hereinafter referred as "Work". Whereas, Consultant is a professional web design company of good standing; Whereas, Client wishes Consultant to create certain Work described more fully in the corresponding Work contract; and Whereas, Consultant wishes to create such Work. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

Consultant is a commercial Internet web design and applications provider offering the Client various products and services in conjunction with the best known international practices, using an array of design software and computer programming languages.

2. ACCEPTANCE OF WORK

Quotations are valid for 7 days from date of issue.

When the Client places an order to purchase a web site, software application or web site updates from Consultant, the order represents an offer to Consultant to purchase the web site, software application or web site updates which is accepted by Consultant only when a contract is signed or an invoice is sent to the Client. Prior to that, no binding contract for the supply of services exists between Client and Consultant. The invoice equals acceptance by Consultant (or third party supplier) of Client's offer to purchase services from Consultant and this acceptance of work is a valid contract between Client and Consultant regardless of whether Client receives the invoice.

Any other services on the order which have not been included in the invoice do not form part of the contract. The Client agrees to check the details of the invoice are correct and should print and keep a copy for their records.

Consultant reserves the right to withdraw from contract at any time prior to acceptance.

3. PERMISSIONS AND COPYRIGHT

All pages, images, text and code on Consultant's web site at <http://www.mtsstudios.com/> is copyrighted material.

Client and any visitors to the Consultant's web site at <http://www.mtsstudios.com/> may not use any of the pages, images, text or code on the web site for use on Client's or visitors own web site or to create a web site, templates and other visual materials without prior written permission from Consultant.

Copyright of the completed web designs, images, pages, code and source files created by Consultant for the project shall rest with the Client upon final payment only by prior written agreement. Without agreement, ownership of designs and all code rests with the Consultant.

These terms of use grant a non-exclusive limited license so that the Client can use the design on one web site on one domain name only. The Client is not permitted to use a design for more than one website without prior written agreement between the Client and the Consultant.

Client agrees that resale or distribution of the completed files in full or in part is forbidden unless prior written agreement is made between the Client and the Consultant.

Client hereby agrees that all media and content made available to Consultant for use in the project are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend Consultant from any claim or suit that may arise as a result of using the supplied media and content.

Client agrees that Consultant may include development and design credits and links within any code Consultant designs, builds or amends.

Client agrees that Consultant reserves the right to include any work done for the Client in a portfolio of work.

4. WORK CONDUCT

4.1 Consultant reserves the right in its sole discretion to refuse to sell design or code to a Client who has a site which it deems as, including but not limited to, unlawful or inappropriate, contains a virus or hostile program, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, contains adult content, commits a criminal offence, infringes privacy or copyright or any other questionable media at Consultant's own discretion.

4.2 Consultant reserves the right to refuse to sell design or code to those thought or known as competitors of Consultant. Client may not purchase design or code for use in development of their own product to directly compete with Consultant's design or code.

4.3 Consultant reserves the right to verify whether the Client has a licensed version of the MTS Studios software. Consultant reserves the right to refuse sale for orders from suspect payment or address details or other reason at Consultants own discretion. Consultant reserves the right without notice to cancel, reject, refuse sale to or work with a Client without reason for such rejection or refusal.

5. DOMAIN NAMES AND HOSTING

5.1 Client agrees to take all legal responsibility for use of third party domain name, hosting and email services and hereby agrees to indemnify and hold harmless the Consultant from any claim resulting from the Client's publication of material and use of the domain name, hosting and email services. Any support or payment due relating to the domain name, hosting and email services are to be made between the Client and the third party service.

5.2 Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account which the Consultant requires to upload the web site if required as part of a project.

5.3 Consultant reserves the right without notice to refuse work with domain names or hosting and email services without reason for such rejection or refusal.

6. PROJECTS

6.1 All alterations to web sites and other projects outside listed in the project contract are to be requested in writing either by email or postal mail by the Client. After the specified allowed hours of alterations have been completed, Consultant reserves the right to advise the Client as such and send a separate quotation to the Client and to request payment for any further alterations. Consultant reserves the right to request payment be received for further alterations before continuing work.

6.2 Upon completion of an agreed design the Client is asked to confirm in writing by email or postal mail that the design is signed off as complete and agree that any further design alterations are chargeable.

6.3 Client agrees to provide any needed information and content required by Consultant in good time to enable Consultant to complete a design or web site work as part of an agreed project.

6.4 Client agrees that an HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by internet browser software. Consultant agrees to try and match the design as closely as is possible when building the code.

6.5 Consultant endeavours to create pages that are search engine friendly; however, Consultant gives no guarantee that the site will become listed with search engines or of certain search results. In no event shall Consultant be held liable for any changes in search engine rankings as a result of using Consultants code.

6.6 If an error or issue with the design or code arises during the project development which does not allow the design or code to match the original specification, then Client agrees that Consultant can apply a nearest available alternative solution.

6.7 After project completion, the Client or a third party of their choosing may wish to edit the project themselves in order to make updates only by prior written notification to Consultant. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves. If Client or a third party of their choosing edit the project code and this results in functionality errors of any kind, then Consultant reserves the right to quote for work to repair the project.

6.7 Consultant reserves the right to assign subcontractors in whole or as part of a project if needed.

6.8 Client agrees that it is their responsibility to have regular backups of their website and software made by themselves or third party services in case of a software or hardware failure.

6.9 All communications between Consultant and Client shall be by telephone, email, Skype or postal mail, except where agreed at Consultant's discretion.

7. WEB BROWSERS

7.1 Consultant shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the main browsers: Internet Explorer 7+, Mozilla Firefox1.5+, Google Chrome and Safari. Client agrees that Consultant cannot guarantee correct functionality with all browser software across different operating systems.

7.2 Clients agree that after handover of files any updated software versions of the main browsers, domain name setup changes or hosting setup changes thereafter may affect the functionality and display of their web site. As such, Consultant reserves the right to quote for any work involved in changing the web site design or web site code for it to work with updated browser software, domain name or hosting changes.

8. PAYMENT TERMS

8.1 All prices are exempt of VAT for the moment.

8.2 All invoices must be paid in full within 7 days of the invoice date and Consultant will carry out work only where an invoice has been paid by the Client for the work, unless otherwise agreed at Consultants discretion.

8.3 Additional work requested by the Client which is not specified in the agreed quotation and contract is subject to a separate quotation and Consultant reserves the right whether to quote or accept additional work. If additional work is accepted by Consultant this may affect the timescale and overall delivery time of the project.

8.4 The Client can choose either to pay the full cost in one payment or split the cost into several payments depending on the payment terms drafted in the project contract. Should the cost be split into multiple payments then the first 30% of the payment is to be received as a deposit before work commences and the remaining payments to be received towards the end of work if specific dates are not drafted in the project contract and before handover of finished files.

8.5 Once an invoice is sent to the Client it must either be paid either by bank transfer, cheque made payable to "MTS Studios Ltd" and sent with proof of posting to the Consultant's main postal address.

8.6 Consultant reserves the right to decline further work on a project if there are invoices outstanding with the Client.

8.7 Client may only cancel a project in writing by email or postal mail to Consultant and the project is cancelled only if Consultant confirms work has not been started on the project. If Consultant has begun or completed the work and the Client no longer requires the project but have agreed to the work and/or signed the project contract, they are still obliged to pay Consultant for the work that has been carried out.

8.8 All invoices are submitted by email except where required otherwise by regulations or agreed at Consultant's discretion.

Consultant reserves the right to remove its work for Client from the Internet if payments are not received.

9. LIABILITY AND WARRANTY DISCLAIMER

Consultant provides the Client's Work and the contents thereof on an "as is" basis and makes no warranties with regard to the project and its contents, or fitness of services offered for a particular purpose. Although every effort possible will be made to ensure optimal performance, Consultant cannot guarantee the functionality or operations of their Work or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

The Client agrees Consultant is not liable for any bugs, performance issues or failure of their MTS Studios software. Any bugs, performance issues or failure with the software will be directed to Consultant only.

The Client agrees that in the case of a software problem a snapshot and detailed description may need to be sent to the Consultant's support team.

Limited one-year warranty to all products and services is provided by Consultant after handover of project. Consultant will identify bugs and problems as falling under the warranty clause at their own will and discretion subject to bugs and problems being identified by Consultant as Consultant's fault. In case the warranty clause is activated the Consultant will perform a repair and/or maintenance to the Work at no cost to the Client and within reasonable time frame for the problem.

Consultant endeavours to provide Work within given delivery timescales to the best of its ability. However, the Client agrees that Consultant is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery timescale.

The Client agrees Consultant is not liable for absence of service as a result of illness or holiday.

The Client agrees Consultant is not liable for any failure to carry out services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

Consultant is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from Consultant to Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.

If after handover of files errors are found in code the Consultant has created due to the main browsers having released an updated software version, or the domain name setup or hosting setup has been changed, Consultant can correct errors for the Client free of charge but reserves the right to quote Client separately for any additional work needed as a result of changes to the browser software, domain name setup or hosting setup.

Should Client goes into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, Consultant reserves the right to cancel forthwith any projects and/or services and invoice Client for any work completed.

Consultant shall have no liability to the Client or any third parties for any damages, including but not limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate any of Consultant's products, even if Consultant has been advised of the possibility of such damages.

There are sometimes laws and taxes which affect Internet ecommerce. Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend Consultant and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet ecommerce.

Consultant may from time to time recommend to the Client that updates are needed to their website or software to comply with, including but not limited to, new legislations, software releases and web standards. Consultant reserves the right to quote for any updates as separate work. Client agrees Consultant is not liable for any failure to inform or implement these updates to their site. Client agrees that it shall defend, indemnify, save and hold

Consultant harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

10. INDEMNIFICATION

Client agrees to use all Consultant services and facilities at their own risk and agree to defend, indemnify, save and hold Consultant harmless from any and all demands, liabilities, costs, losses and claims including but not limited to attorney's fees against Consultant or it's associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties. Client agrees this indemnification extends to all aspects of the project, including but not limited to product content and choice of domain name.

Client also agrees to defend, indemnify and hold harmless Consultant against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.

11. NONDISCLOSURE

Consultant and any third party associates agrees that, except if directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the Client agrees that it will not convey any confidential information about Consultant to another party.

12. PRIVACY POLICY

Consultant and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998 and also for the following purposes 1) to identify the Client in communications with them 2) to contact the Client from time to time to offer them services or products which may be of interest to or benefit the Client.

13. TERMINATION AND INTERPRETATION

13.1 Consultant reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these terms and conditions. Consultant shall be the sole arbiter in deciding what constitutes a breach. No refunds to deposits are given in such situation and all work up to date shall be paid in full on a pro rata basis.

This agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts.

Consultant reserves the right to alter these Terms and Conditions at any time without prior notice, the latest terms and conditions can be found at the Consultants web site at <http://www.mtsstudios.com/> with a date of last update.

By accepting a quotation or making a payment of invoice or using the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.

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