

Terms & Conditions

The following Terms and Conditions of Service apply to all products and services provided by Horama Creative (James Ager) and in the event of any dispute are governed by the laws of England.

All work is carried out by Horama Creative (James Ager) on the understanding that the client has agreed to our terms and conditions.

Copyright is retained by Horama Creative (James Ager) on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of designs is presented and one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of Horama Creative (James Ager), unless specifically agreed in writing.

Project Acceptance

At the time of proposal, Horama Creative (James Ager) will provide the customer with an estimate or quotation by email. These Terms and Conditions can be read at any time on the Horama Creative website or by following the link to 'Terms and Conditions' on the estimate or quotation email.

Acceptance of the estimate or quotation is indicated by the client upon replying to the estimate or quotation email, confirming acceptance.

A copy of the estimate or quotation

Alternatively, the client may send an official purchase order in reply to the estimate or quotation which binds the client to accept our terms and conditions, or an email acknowledging acceptance of the quotation.

For the avoidance of doubt, the Horama Creative (James Ager) Terms & Conditions are what govern the job, not any conditions on the customer's purchase order.

Design Charges

Charges for design services to be provided by Horama Creative (James Ager) will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable payment of 50% of the quoted fee will become immediately due.

Unless agreed otherwise with the Client, all design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work commences or is supplied to the Client for review. The remaining fifty (50) percent of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials.

Source Files

We will supply JPG files, PNG files and video files in MP4 format as detailed in the job scope or request.

Charges for design work do not cover the release of our copyright design source files, including but not restricted to PSD, AI, C4D or other source files or raw code; if the Client requires these files for transfer to an in-house or other designer, they will be subject to a separate quotation or 'buy-out' charge.

Charges for Other Services

Charges for any additional services requested during the project that are over and above the estimated time or out of scope, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

Payment

The customer will be provided with a proof email and an invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to signify approval by email to Horama Creative (James Ager).

Any invoice queries must be submitted by email within 7 days of the invoice date.

Accounts which remain outstanding for 15 days after the date of invoice, will incur late payment interest charge at the Bank of England Base Rate plus 8% on the outstanding amount from the date due until the date of payment.

Payments may be made by bank transfer only.

Publication and/or release of work done by Horama Creative (James Ager) on behalf of the client, may not take place before cleared funds have been received.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice. Horama Creative (James Ager) shall be entitled to remove Horama Creative (James Ager) '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, design, third party rendering services and third party voiceover production.

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 all Horama Creative (James Ager)'s reasonable legal and accounting expenses and third party collection agency fees in the enforcement of the debt and these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to Horama Creative (James Ager) for inclusion in the customer's artwork, animation 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 Horama Creative (James Ager) on behalf of the customer, will remain the property of Horama Creative (James Ager) and/or its suppliers unless otherwise agreed in writing. A licence for use of the copyright material is granted to the customer solely for the project defined in the scope or request and not for any other purpose.

The customer may request in writing from Horama Creative (James Ager), the necessary permission to use materials (for which Horama Creative (James Ager) holds the copyright) in forms other than for which it was originally supplied, and Horama Creative (James Ager) may, at its discretion, grant

this and may charge for the additional usage. Such permission must be obtained in writing before any of the aforesaid artwork, images, text, or other data is used.

Any software, code, plugin or other third-party material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the client, not Horama Creative (James Ager).

By supplying images, text, or any other data to Horama Creative (James Ager), the customer grants Horama Creative (James Ager) permission to use this material freely in the pursuit of the design.

Should Horama Creative (James Ager), 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 Horama Creative (James Ager) to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Horama Creative (James Ager) 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 in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge.

The customer also agrees that Horama Creative (James Ager) 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 Horama Creative (James Ager), 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 Horama Creative (James Ager) 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.

Horama Creative (James Ager) will not be held responsible for any and all damages resulting from such claims.

Horama Creative (James Ager) is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Horama Creative (James Ager) responsible for any such loss or damage.

Any claim against Horama Creative (James Ager) shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to Horama Creative (James Ager)'s definition of acceptable means of supplying data to the company.

Text is to be supplied to Horama Creative (James Ager) in electronic format as standard text (.txt), MS Word (.docx) or via e-mail or shared folder.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Horama Creative (James Ager) via e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and Horama Creative (James Ager) will not be held responsible for any image quality which the client later deems to be unacceptable.

Horama Creative (James Ager) cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

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, colour correction and alteration of images

Design Project Duration

Any indication given by Horama Creative (James Ager) of a design project's duration is to be considered by the customer to be an estimation. Horama Creative (James Ager) cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Horama Creative (James Ager) for the initial payment or by date confirmed in writing by Horama Creative (James Ager).

Rights of Access for Website Construction

The client agrees to allow Horama Creative (James Ager) 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 Horama Creative (James Ager) 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 Horama Creative (James Ager) 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

Horama Creative (James Ager) considers the design project complete upon receipt of the customer's signoff email. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

Website design only

Horama Creative (James Ager) require that a template is approved by the customer before coding of a site commences. Once the template(s) for the web site are approved by the customer, coding will commence; any changes to navigation items, colours, structure or content that require changes to the template will incur an additional charge.

Once web design is complete, Horama Creative (James Ager) will provide the customer with the opportunity to review the resulting work. Horama Creative (James Ager) will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include

changes to images, colour schemes or any navigation features. Any minor changes can be notified to Horama Creative (James Ager) by e-mail.

HORAMA CREATIVE (JAMES AGER) will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

Hosting websites

Horama Creative (James Ager) offers a limited hosting services through an out-sourced virtual server. Horama Creative (James Ager) does not guarantee continuous service and will accept no liability for loss of service, whatever the cause.

Horama Creative (James Ager) may request that clients change the type of hosting account used if that account is deemed by Horama Creative (James Ager) to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting on Horama Creative (James Ager)'s virtual server are due at the commencement of any period of service and are non-refundable.

Fees due to third party hosting organisations are the responsibility of the client and Horama Creative (James Ager) are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the customer / domain owner.

Domain Registration

Horama Creative (James Ager) cannot guarantee the availability of any domain name. Where Horama Creative (James Ager) is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, Horama Creative (James Ager) 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. Horama Creative (James Ager) recommend that customers use a professional SEO company and are happy to provide details of such companies, but accept no responsibility for their services.

Design Credits

The customer agrees to allow Horama Creative (James Ager) to place a small credit on animations, printed material exhibition displays, advertisements and/or a link to Horama Creative (James Ager) 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 Horama (James Ager) ties. Horama Creative (James Ager) also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that Horama Creative (James Ager) does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow Horama Creative (James Ager) to remove the contravention without hindrance, or penalty. Horama Creative (James Ager) 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 e-mail, however, following this, Horama Creative (James Ager) will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Horama Creative (James Ager) within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

Horama Creative (James Ager) makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Horama Creative (James Ager) will not be held responsible for any and all damages resulting from products and/or services it supplies. Horama Creative (James Ager) is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take 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 Horama Creative (James Ager) responsible for any such loss or damage. Any claim against Horama Creative (James Ager) shall be limited to the relevant fee(s) paid by the customer.

Horama Creative (James Ager) 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. Horama Creative (James Ager) will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Horama Creative (James Ager) reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by Horama Creative (James Ager), by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at www.horamacreative.com.

An estimate validated by the customer's signature on the estimate or quotation form, or by email, 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 Horama Creative (James Ager).