

# TERMS AND CONDITIONS

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## 1. Agreement to Terms

1.1 These terms and conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (you), and Empire Designs Team LTD, concerning your access and use of the website (<http://www.empiredesigns.co.uk>) as well as any related applications (the site).

You agree that by accessing the site and/or services, you have read, understood, and agree to be bound by all these terms and conditions.

**If you do not agree with all these terms and conditions, then you are prohibited from using the site and services and you must discontinue use immediately.** We recommend that you print a copy of these terms and conditions for future reference.

1.2 We may make changes to these terms and conditions at any time. The updated version of these terms and conditions will be indicated by an updated “Revised” date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these terms and conditions to stay informed of updates. Your continued use of the site represents that you have accepted such changes.

1.3 We may update or change the site from time to time to reflect changes to our services, our users' needs, and/or our business priorities.

## 2. Acceptable Use

2.1 You may not access or use the site for any purpose other than that for which we make the site and our services available. The site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

2.2 As a user of this site, you agree not to:

- Make any unauthorized use of the site, including collecting usernames and/or email addresses of users to send unsolicited email or creating user accounts under false pretenses.
- Systematically retrieve data or other content from the site to a compile database or directory without written permission from us.
- Circumvent, disable, or otherwise interfere with security-related features of the site, including features that prevent or restrict the use or copying of any content or enforce limitations on the use.
- Engage in unauthorized framing of or linking to the site.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the site or the networks and services connected to the site.
- Misrepresent experience, skills, or information about a user.
- Threaten users with negative feedback or offering services solely to give positive feedback to users.
- Use the site in a manner inconsistent with any applicable laws or regulations.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the site.
- Use, launch, or engage in any automated use of the system, such as using scripts to send comments or messages, robots, scrapers, offline readers, or similar data gathering and extraction tools.

- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the site, or any material that acts as a passive or active information collection or transmission mechanism.
- Copy or adapt the site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Delete the copyright or other proprietary rights notice from any of the content.
- Harass, annoy, intimidate, or threaten any of our employees, agents, or other users.
- Attempt to access any portions of the site that you are restricted from accessing.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the site.
- Use the site or our content as part of any effort to compete with us or to create a revenue-generating endeavor or commercial enterprise.
- Use any information obtained from the site to harass, abuse, or harm another person.

### **3. Our Content**

3.1 Unless otherwise indicated, the site and services including source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the site are owned or licensed to us and are protected by copyright and trade mark laws.

3.2 Except as expressly provided in these terms and conditions, no part of the site, services or our content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

3.3 You shall not (a) try to gain unauthorized access to the site or any networks, servers or computer systems connected to the site; and/or (b) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the site or our content, including the modification of the paper or digital copies you may have downloaded.

3.4 We shall (a) prepare the site and our content with reasonable skill and care; and (b) use industry standard virus detection software to try to block the uploading of content to the site that contains viruses.

## **4. Site Management**

4.1 We reserve the right at our sole discretion, to (1) monitor the site for breaches of these terms and conditions; (2) take appropriate legal action against anyone in breach of applicable laws or these terms and conditions; (3) remove from the site or otherwise disable all files and content that are excessive in size or are in any way a burden to our systems; and (4) otherwise manage the site in a manner designed to protect our rights and property and to facilitate the proper functioning of the site and services.

4.2 You are responsible for configuring your information technology, computer programs and platform to access the site and you should use your own virus protection software.

## **5. Modifications to and Availability of the Site**

5.1 We reserve the right to change, modify, or remove the contents of the site at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the services without notice at any time.

5.2 We cannot guarantee the site and services will always be available. We may experience hardware, software, or other problems or need to perform maintenance related to the site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the site or services during any downtime or discontinuance of the site or services.

## **6. Disclaimer/Limitation of Liability**

6.1 The site and services are provided on an as-is and as-available basis. You agree that your use of the site and/or services will be at your sole risk except as expressly set out in these terms and conditions. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the site and services and your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.

6.2 We make no warranties or representations about the accuracy or completeness of the site's content and are not liable for any (1) errors or omissions in content; (2) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored on our server; (3) any interruption or cessation of transmission to or from the site or services; and/or (4) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the site by any third party. We will not be responsible for any delay or failure to comply with our obligations under these terms and conditions if such delay or failure is caused by an event beyond our reasonable control.

## **7. Price and Payment**

7.1 The client shall pay (Empire Designs Team LTD) the deposit (40% inc VAT) at the time that the proposal is agreed. The proposal is agreed on the date that it is signed by the client. The deposit once made is non-refundable.

7.2 All payments by the client shall be made via PayPal, and the client shall receive a confirmation of payment through email.

7.3 All designs presented on the site are negotiable. A price shall be agreed once an enquiry has been made by the client.

7.4 The total cost (inc VAT) shall be calculated based on the client's requirements, duration of the project, maintenance, and hosting/domain costs.

7.5 The client shall pay (Empire Designs Team LTD) the final (60% inc VAT) once the site has been completed, and the client is satisfied with the outcome of the site developed.

7.6 We (Empire Designs Team LTD) shall contact the client 90 days prior to the hosting/domain expiration date. It is under the client's discretion whether to renew this after the first year.

7.7 The cost of web hosting and domain (7.8) is subject to negotiation.

7.8 The cost of the domain varies depending on availability and domain name type. The client shall be informed of any additional costs which may occur.

7.9 Additional ongoing maintenance costs are completely optional and are under the client's discretion to add this to their website. This is to fix any issues/bugs which may arise once the website is live. The fixed price for maintenance is £5.99 (inc VAT) monthly. The amount shall be paid in full to (Empire Designs Team LTD) each month to keep this add-on active. This add-on can be added within the first 14 days after the full amount for the website has been paid to (Empire Designs Team LTD).

## **8. Term and Termination**

8.1 These terms and conditions shall remain in full force and effect while you use the site or services or are otherwise a user of the site, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us at [empiredesignsteam@gmail.com](mailto:empiredesignsteam@gmail.com).

8.2 Without limiting any other provision of these terms and conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site and the services), to any person for any reason including without limitation for breach of any representation, warranty or covenant contained in these terms and conditions or of any applicable law or regulation.

## 9. General

9.1 Visiting the site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the site, satisfy any legal requirement that such communication is in writing.

**You hereby agree to the use of electronic signatures, contracts, and other records and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the site.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

9.2 These terms and conditions and any policies or operating rules posted by us on the site or in respect to the services constitute the entire agreement and understanding between you and us.

9.3 Our failure to exercise or enforce any right or provision of these terms and conditions shall not operate as a waiver of such right or provision.

9.4 We may assign any or all our rights and obligations to others at any time.

9.5 We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

9.6 There is no joint venture, partnership, employment, or agency relationship created between you and us because of these terms and conditions or use of the site or services.

9.7 For **consumers only** - *Please note that these terms and conditions, their subject matter, and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you have any complaint or wish to raise a dispute under these terms and conditions or otherwise in relation to the site please follow this link: <http://ec.europa.eu/odr>.*

9.8 For **business users only** - *If you are a business user, these terms and conditions, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by English Law. We both agree to the exclusive jurisdiction of the courts of England and Wales.*

9.9 The following are trademarks of Empire Designs Team LTD. You are not permitted to use them without our approval *unless they are part of material our site explicitly states you are permitted to use.*

- Empire Designs Team LTD, trademarked in United Kingdom.

9.10 A person who is not a party to these terms and conditions shall have no right under the contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.

9.11 In order to resolve a complaint regarding the services or to receive further information regarding the use of the services, please contact us by email at [empiredesignsteam@gmail.com](mailto:empiredesignsteam@gmail.com).