

Definitions

You: You and/or your business

Us/We: Project Eleven

Design: All services and products made by Project Eleven

1. Agreements

These Terms and conditions govern your access and use of this website and all services delivered by Project Eleven. By accessing or using this website you agree to be bound by these Terms and Conditions and to any additional guidelines, restrictions, or rules that may be posted in connection with specific sections or services of this website. All such additional posted guidelines, restrictions, or rules are hereby incorporated by reference into these Terms and Conditions. Project Eleven has the right to make changes to this website and to these Terms and Conditions at any time without prior notice. You should review these Terms and Conditions every time you visit this website.

You also agree that we may provide all legal communications and notices to you electronically, by posting them on our website or sending an email to an email address provided by you.

1.1 By sending us a completed briefing document and/or asking us to proceed with the work detailed within it, a binding agreement will come into place.

1.2 This agreement is governed by English Law and you and we agree that disputes can only be settled within English Courts.

1.3 Project Eleven reserves the right to refuse service to any person at Project Eleven's discretion. Such refusal can occur at any time, for any or no reason, and without explanation.

1.4 Project Eleven reserves the right to suspend or terminate the Agreement and all associated Services at any time without notice and for any or no reason including, but not limited to, breach of any provision of the Agreement. Project Eleven is not responsible for any damages or loss of data resulting from such suspension or termination.

2. General

2.1 Prices are subject to change without notification.

2.2 Prices displayed on Project Eleven's website are for informative purposes only and are subject to change depending on, but not limited to, time and resources required to complete the project.

2.3 Time or price quotations are subject to change unless quoted in writing and then are subject to a maximum guarantee of 1 month from the date written.

2.4 Website services provided by Project Eleven are not offered with guarantees or assurances of service delivery or performance.

2.5 We are committed to protecting your privacy. For the avoidance of doubt, Project Eleven will not sell your contact details and such information to any third party.

2.6 You and Project Eleven hereby agree that any information of a confidential or proprietary nature supplied to the other or generated by either party during the term of this Agreement shall not be used by the other, save for the purposes of this Agreement, and shall not be disclosed to a third party, save for legal and insurance reasons, in each case, without the prior written consent of the other, whether during the term of this Agreement or after its termination or expiration.

3. Payment Terms and Agreement

3.1 You are agreeing to pay for your order in accordance with our payment terms. These require a payment on completion of the project. We consider a project completed if we are waiting for content from you that is preventing completion of the project.

3.2 Where payment is not made, we will charge interest on outstanding balances at a rate of 3% per month unpaid. Where online services have been provided (websites, email templates, etc) as part of this or previous orders, all online services will be suspended until payment is made in full.

3.3 We accept payment by the means of cheque, bank transfer, BACS payments, PayPal and credit card payments made via Project Eleven website.

3.4 An additional charge will be applicable should you request changes to the design that are substantially different to your original requests after we have supplied the design proof

4. Copyright

4.1 We retain the copyright on all designs we produce.

4.2 You have the right to use, display, publish design produced for you.

When design contains any photos, illustrations, vectors etc not supplied by you, any use of design by you must observe and oblige to any additional 3rd party terms and conditions, which can be found [here](#).

4.3 Right of use shall not be permitted to alter the design, unless otherwise agreed.

4.4 We reserve the right to feature the work in our portfolio and our own self-promotional material.

4.4 For any images or content that you supply to us, you must have full permission of the copyright holder, and as such, you indemnify us against any future copyright claims.

You agree that you will not include any text, image, design, trademark, service mark, or any copyrighted work of any third party in your Products unless you have obtained the appropriate authorizations from the owners.

You warrant that your Products do not infringe upon any rights of any third party, including copyright, trademark, right of publicity or privacy, and will not libel or defame any third party, and that you have all required rights or permissions necessary to incorporate third party material into your Products. By placing an order on this Site, you warrant that you have all necessary permission, right and authority to place the order and you authorize Project Eleven to produce the Products on your behalf.

4.5 All images displayed on the client's website will only be used after authorisation by the client, (submitting an order from constitutes acknowledgement of Project Eleven's terms and conditions and client's authorisation) and are the sole responsibility of the client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the client or Project Eleven, they will be the sole responsibility of the client. You accept full liability to any claim or procedures in relation to breach of copyright from any third party for the contents.

5. Designs

5.1 If you ask us to undertake any design work, we will undertake a comprehensive Fact Find from you and will produce one design based on it.

5.2 If additional designs are requested (following 5.1 above) additional charges may become applicable, which we will always negotiate and agree with you before these are incurred.

6. Website

6.1. Project Eleven shall expect the client to carry out sufficient research before proceeding with a website. This will include checking that the website./ idea/business will operate legally. It is important that the website is not in any way illegal.

6.2 Project Eleven in some cases will arrange hosting of the website.

6.3 Project Eleven cannot be held responsible for anything adversely affecting the client's business operation, sales, or profitability that might be claimed is a result of a service offered by Project Eleven. In no event will we be liable for any loss or damage (whether direct or indirect, including loss of profits or any consequential loss) resulting from or in any way connected with your website whether caused by negligence or otherwise.

6.4 When providing search engine optimisation for a client, Project Eleven do not guarantee any specific placement or high ranking on search engines

6.5 Domain names will be registered by Project Eleven on behalf the Client who is the legal owner of the domain which will be registered at the clients business address.

6.6 If Project Eleven applies for the registration of a domain name on your behalf as part of the Service you warrant, represent and undertake as follows.

(a) that you have the right to use the name which will form the prefix of the domain name; and

(b) by requesting Project Eleven to apply to register the domain name you agree to comply with the relevant registration authority's terms and conditions as specified from time to time and indemnify and keep Project Eleven and its directors fully and effectively indemnified at all times against all costs, claims, liabilities, losses, damages, actions and expenses (including without limitation, legal expenses) arising directly or indirectly from the registration and/or breach by you of this clause 2 including, without limitation, the relevant registration authority's terms and conditions.

6.8 It is the responsibility of the client to renew their domain names when due. If a domain name expires, Project Eleven cannot be held liable for this.

6.9 Renewal of hosting is due on a yearly basis. The date of renewal will be annually from the date the website was ordered by the client. It is the responsibility of the client to renew their hosting when due. If a hosting expires, Project Eleven cannot be held liable for this .

6.11 Project Eleven has no control of, or responsibility for, the content of clients' websites. In no way does the textual or image based content of our client's web sites constitute Project Eleven endorsement, or approval of the website or the material contained within the website. Project Eleven has not verified any of the materials, images or information contained within our client's web sites and is not responsible for the content or performance of these sites or for the client's transactions with them. Project Eleven provides links or references to our client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended client site at all times.

6.12 Project Eleven are not liable for loss, damage or corruption to files or information stored individual PCs relating to a client's website. The client is solely responsible for any information or files relating to its website.

6.13 Project Eleven makes no claims that the contents of this website may be lawfully viewed or downloaded outside England and Wales. Access to this website may not be legal by certain persons or in certain countries. If this website is accessed from outside of the United Kingdom, it is done at own risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction. The terms and conditions of this website are governed by the laws of England and Wales. Jurisdiction for any claims arising in respect of this website's Content shall lie exclusively with the courts of England. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.

7. Proofs

7.1 No work will be printed or published until your confirmation and agreement to the proof document is received.

8. Delivery

8. Any design that is to be provided to the customer in an electronic format, the customer agrees that delivery of such design shall be deemed to have occurred either

- (a) at the time we transmit the design via email or other electronic communication addressed to the customer or
- (b) at the time we transmit a notification to the customer that the design is available for downloading from the Site

9. Indemnification

You agree that you shall indemnify and defend Project Eleven and all parties from whom Project Eleven has licensed portions of Content, and their directors, officers, and employees, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of or related to

- (a) your breach of these Terms of Use or
- (b) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material you incorporated into Products that was not part of the standard Site Content.

9.1 Project Eleven gives no warranty and makes no representation in respect of the Service save as expressly set out in this Agreement and hereby excludes, to the fullest extent permitted by law, all conditions, warranties, terms, undertakings and representations, express or implied, whether by statute, common law or otherwise in relation to such Service.

9.2 Project Eleven shall not be liable to you whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the Service, including without limitation:

- (a) loss of revenue; and/or loss of anticipated savings; and/or
- (c) loss of business and/or goods; and/or
- (d) loss of goodwill; and/or
- (e) loss of use; and/or
- (f) loss and/or corruption of data and/or other information; and/or
- (g) downtime; and/or
- (h) any damage relation to the procurement of any substitute services.

For the avoidance of doubt, neither the types of loss and/or damage specified in sub-clauses (a) to (h) inclusive of this clause 8 nor any similar types of loss and/or damage shall constitute direct loss for the purposes of this Agreement

9.3 No waiver by either party of any provisions of this Agreement shall be binding unless made expressly and confirmed in writing. Any such waiver shall not apply to any subsequent or other matter, non-compliance or breach.

9.4 In no event shall Project Eleven liability to you whether in contract, tort, by statute or otherwise exceed the amount paid by you for the relevant Service.

9.5. Nothing in this Agreement shall exclude or restrict the liability of either party for fraudulent misrepresentation and/or for death or personal injury arising as a result of the negligence of that party, its officers, employees, agents and/or sub-contractors.

9.6 The terms and conditions are exclusively governed by English law and you and Project Eleven submit to the exclusive jurisdiction of the English courts.

10 Limitation of Liability

In no event shall Project Eleven or its licensors, suppliers, or vendors, their officers, directors, employees, or agents be liable for any special, incidental, indirect, or consequential damage-s of any kind, or for any damages whatsoever resulting from loss of use, data, or profits, whether or not Project Eleven has been advised of the possibility of damage, arising out of or in connection with the use or performance of the site or of failure to provide products or services that you order from Project Eleven or its affiliates, including without limitation, damages arising from mistake, omission, virus, delay, or interruption of service. In no event shall Project Eleven be liable or responsible for any damages or consequences arising from or related to your inappropriate or unauthorised use of this site or its content.

Computer proofs, such as PDF, EPS, AI, JPEG, PNG etc, cannot be used as colour or matching reference.

Print colour may vary from print run to print run and/or from job to job.

The client is responsible for getting a colour matching integrity proof from their chosen printer to check colour, text placement, spelling for every print-ready file designed by Project Eleven.

Trimming may vary up to 2mm with most printing firms. Whilst all care is taken preparing print files, Project Eleven does not accept responsibility for files that do not print correctly

Project Eleven cannot be held responsible for any colour change that occurs during conversions from RGB to CMYK colour.

Project Eleven cannot be held responsible for any errors or/and omissions approved by the client. The client is solely responsible for errors missed during the proofing stage of either artwork supplied by the client or artwork created by Project Eleven.

Project Eleven will not be held liable for distributing viruses, corrupted files, or any other similar software or programs that may damage the operation of any computer's hardware or software.