



Terms & Conditions

Terms & Conditions

Toucan Creative





Terms & Conditions

Quotes: The price quoted to the client is for the work specifically agreed within the quotation only. Should the client decide that changes are required after work has commenced there may be an additional cost. This will be discussed before Toucan Creative proceeds with anything additional to the description set out in the quote. Unless otherwise agreed, all quotes will remain valid for 30 days from receipt.

Appointments & Travel Time: Toucan Creative includes an initial meeting and a sign off meeting for every project. The workflow in between will be managed by email primarily, however phone calls can be arranged if this is the client preference. If the client requires additional meetings, appointments will be made by the hour at a fee of £25 (+45p per mile for non-local visits)

Contract: 50% of the total cost of the project is required as a deposit before work can start, the final 50% will be required upon completion. Receipt of the deposit will be taken as acceptance of the quote and the terms & conditions, and permission for Toucan Creative to commence work. Deposits are non-refundable.

Failure to Provide Required Content: Clients must ensure that delays do not occur as a result of late delivery of the material and content required to complete the project. To avoid this situation, Toucan Creative requires all information within 7 days of returning the signed quote with deposit (unless otherwise agreed) **IMPORTANT!** If required information is not received within four weeks of project commencement, the project will be placed on hold and a 10% charge will be added to the balance. The client shall remain liable for the work that has taken place up to that point and shall be invoiced accordingly. To avoid this situation, Toucan Creative asks that the client does not return the deposit until they are ready for work to begin.

Cancellation: Should the client wish to cancel at any point during the process the client will only be liable for the work that has taken place up to that point and will be invoiced accordingly.

Intellectual Copyright: Toucan Creative holds intellectual copyright of any material, including source code and original images created for the client until payment of the final invoice. At this time intellectual copyright shall be transferred to the client. Toucan Creative may use work completed for promotional purposes, please state at the time of sign off if you would wish to opt-out of this.

Responsibilities to Copyright: In situations where the client provides logos, images, text, animations, layouts or any other content, they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by Toucan Creative may have been purchased under licence from stock image suppliers, which may restrict their use in publicity material. If a client would like to use images for other purposes it is recommended to contact Toucan Creative for clarification.

Compliance with Ecommerce, Accessibility or Other Regulations: Toucan Creative design in accordance with the client's specifications and cannot accept responsibility for any failure to comply with laws and regulations related to accessibility, website ecommerce or designs related to a specific business or trade. Toucan Creative can research this on the client's behalf upon request, but in any business where complex compliance issues may exist it is recommended for the client to take legal advice from their company lawyer.

Third Party Services: All third party costs arising from the registration of domain names and hosting shall be met by the client. In the result of a missed or late payment, Toucan Creative reserves the right to cancel all associated accounts and its features.





Where a content management system (CMS) has been built as part of a website, the website has to be hosted with Toucan Creative to allow future updates and support to be managed efficiently. Toucan Creative will also host static based websites as standard, however if the client wishes to manage their own hosting then 1 months notice will be required prior to transfer.

For all other third party services, to include, but not limited to – Property Portals, PayPal, Sage Pay, ViewYourPics Photography Portals, Videotile Avatar and Email Service Providers – subscription charges and support shall be through arrangement between the third party and the client directly unless otherwise agreed. Toucan Creative will always provide recommendations but shall not be responsible for any technical or service issues which arise through any third party services.

Invoice & Payment: The client will receive an email indicating completion of the project. Completion meaning;
a) Final website uploaded to the Registered Domain Name.
b) Final artwork sent ready for Print.

IMPORTANT! Upon Completion, the final invoice will be sent and payment is required within 14 days.

Payment Methods:

PayPal: info@toucancreative.co.uk

Bank Transfer:

Account: Barclays Sort Code: 20-79-73 Account No: 83588297

Late Payment 1: If payment has not been received within 30 days of receipt of invoice, a charge of 10% of the balance outstanding will be added to the invoice. A further 10% will be added if the invoice is still not settled within 60 days. After 60 days the balance may be passed to a collection service.

Future Website Support: Each website will be handed over as completed work and Toucan Creative will not be responsible for future support unless previously agreed. Where a content management system (CMS) has been built as part of a website, the client will be provided a user guide and login details to manage future updates. Additional functionality can be added to the CMS as required, costs will be discussed at the time of commissioning a new feature. For static based websites, updates will be quoted for on a project-by-project basis unless pre-paid maintenance credits are in place.

Maintenance Credits: Clients can choose to have their site managed with maintenance credits as an alternative option to being charged on a project-by-project basis. Toucan Creative will work with the client to establish a realistic amount for the level of support required and distribute the cost in to twelve monthly payments. The minimum charge per month is £12.50 to cover ½ hour support. At the end of the 12 months, a maximum of 3 hours unused time can be rolled over to the next year, any further unused time will be lost. If time spent has exceeded the maintenance credit arrangement at the end of the 12 months, the total will be charged as an additional invoice.





Cancellation / Transferring Websites: In situations where the client would like to move their website to another provider, Toucan Creative requires 1 months notice. At the end of the month, the website will be taken offline and all features associated it will be closed down with no further payments required.

Where a content management system (CMS) has been built as part of a website, the client will be provided a copy of their website along with the supporting database. It will be the responsibility of the new provider to import the website data into their system; the ease will be dependent on their compatibility.

For static based websites a copy of the website will be provided to the client which can be uploaded in its exact format to their new host's server.

In both instances, any artwork / images associated with the client's website will be provided for future use.

Search Engine Promotion: Once the site has been launched, Toucan Creative will not be responsible for ongoing web site promotion, search engine ranking or traffic to the website. Should the client require the site to be optimised and promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines and while Toucan Creative will always build search engine friendly websites, it is impossible to make any guarantees on ranking position.

Future Website Problems: Toucan Creative will endeavour to protect all work from malicious software, viruses and hacking during its creation, but cannot accept responsibility for any of these issues, should they occur, after hand-over.

Print / Artwork: Toucan Creative will design all artwork to meet standard the print specification of; Images set to 300dpi, Fonts turned to outlines, documents set in CMYK format and saved with a 3mm bleed. Pantone Colours / Colours used will be specified. Artwork will be supplied in PDF format unless otherwise specified. Proof checking & Proof reading the final documents is the client's responsibility - Toucan Creative will accept no responsibility for mistakes found after artwork has gone to print. Where the client chooses to source their own printer - Toucan Creative will accept no responsibility for final output of artwork files to include, but not limited to, colour projection and overall quality. It is always recommended that the client request a proof file when using their own printer, to confirm the quality prior to the final print run.

Toucan Creative reserves the right to change or modify any of the terms and conditions at any time.

