finkk
DESIGN FOR ONLINE & PRINT

FOR OWNER/DESIGNER READ 'FINKK LTD', FOR CUSTOMER READ 'CLIENT'.
UPDATED 14/01/2025

THE CLIENT
The person or organisation which enters in to a contract agreement with Finkk Ltd.

FINKK LTD
Design company providing web development, print and advertising services.

THESE TERMS AND CONDITIONS OF TRADE SHALL GOVERN ALL CONTRACTS BETWEEN FINKK LTD AND THE CLIENT AND SHALL PREVAIL UNLESS EXPRESSLY AGREED BETWEEN THE PARTIES.
The acceptance of any telephone or email order shall be solely upon the basis of these Terms and Conditions and not (for the avoidance of doubt) any which may appear on any purchase order, which are inconsistent. No written order submitted by the Client shall be deemed to be accepted unless and until confirmed in writing by Finkk Ltd. No variation of these Terms and Conditions is binding upon Finkk Ltd unless agreed in writing by Finkk Ltd.

Estimates are based on Finkk Ltd's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

All work carried out, whether experimentally or otherwise, at the Client's request shall be charged at the quoted hourly rate.

VARIATIONS ON PRICE
Finkk provides project estimates based on the information provided to us at the time of quoting. We require a full written brief for our records. If the quoted job evolves outside the scope of that which was quoted, further charges will apply. Also a charge may be made to cover any additional work involved where copy supplied is not clear and legible or supplied as paper original requiring keyboard input.

PROOFING
Proofs of all work may be submitted for the Client's approval and Finkk Ltd shall incur no liability for any errors not corrected by the proofs. Any changes necessitated thereby shall be charged extra. When style, type or layout is left to the designer's judgment, changes subsequently made by the Client shall be charged extra. It is the Client's responsibility to ensure all work carried out is approved for correct content inc. grammar, spelling and technical content.

DELIVERY
Delivery of work shall be accepted when tendered and there upon or, if earlier, on notification that the work has been completed the ownership shall pass onto the client and payment shall become due.

PAYMENT TERMS
Unless otherwise stated all prices are exclusive of Valued Added Tax and payable in pounds sterling within the set days of the date of the invoice sent by Finkk Ltd. All sums payable by the Client shall be paid in full by BACS and payment shall be deemed to have been made only when the payment has been credited for value to Finkk Ltd's account. Failure by the Client to make payment in accordance with this paragraph shall entitle Finkk Ltd to suspend any outstanding work/deliveries or to cancel the contract so far as it remains unperformed at its option and without prejudice to its rights to claim the price of materials supplied and services rendered at the date of cancellation and for loss incurred thereby.

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Should work be suspended at the request of the Client for a period of 28 days Finkk Ltd shall be then entitled to payment for work already carried out and other additional costs.

The contracting party agrees to pay 50% of total invoice value at the time of development should the project take longer than 3 months.

The remaining 50% balance on completion of project. Should the project be delayed (not suspended) by the contracting party after 6 months the remaining 50% balance should be paid to cover studio time.

Finkk will honour the project and continue to finish it when the contracting party supply any final content or wish to complete the project should it be on hold.

If payment is not made within the terms set out on finkk.com, we reserve the right to charge interest on overdue fees.

Finkk Ltd may charge interest at the rate of 2.5% per annum above Barclays Bank plc's base rate on the amount of any unpaid accounts. Finkk Ltd may require the Client to pay 50 per cent of the contract price on the acceptance of the order and the remaining 50 per cent as stated above.

Invoices from £0 to £100 require 7 day payment terms. £101 to £500 require 14 days payment terms. £501-£1000 21 day payment terms and £1000+ 30 day payment terms.

NEW CLIENTS

For all first time customers, we require 50% upfront only on the first job which Finkk is engaged for.

PROJECT TIMELINES

Finkk prides themselves on delivering projects according to mutually agreed deadlines. These deadlines are of course dependent on the timely provision of all project content, imagery and specifications by the contracting party. Any delay in provision of these items will result in postponement of the project deadline.

CLAIMS

Claims advice of damage, delay or partial loss of goods in transit or of non-delivery must notify the Finkk Ltd or the specific printer/company involved as soon as possible.

The Client will inspect the materials as soon after delivery as is reasonably practicable and will notify Finkk Ltd or the printer/company involved as soon as possible of any defects in the materials or any other complaint in respect of the materials or services. Finkk Ltd will be under no legal liability in respect of any alleged defect supplied by the printer or complaint for any errors not corrected at the proofing stage.

FINKK LTD SHALL NOT BE LIABLE FOR:

any defect in the materials arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Finkk Ltd's instructions (oral or written), or misuse or alteration to the materials without the approval of Finkk Ltd;

any materials and/or services wrongly supplied as a result of any misunderstanding arising from instructions (whether written or oral) given to Finkk Ltd;

any costs, liabilities, expenses, damages and losses arising out of any claim relating to any drawings, designs,

materials or specifications, supplied by the Client;

any special, indirect, economic or consequential loss, costs or expenses of any kind, including without limitation any loss resulting from defective materials and loss of profit whether or not arising out of the negligence of Finkk Ltd and whether or not such loss was reasonably foreseeable or Finkk Ltd had been advised of the same;

any loss to the Client arising from delay in transit not caused by Finkk Ltd. Internet designs are completed and published at the risk of the client and Finkk Ltd cannot be held responsible for third party costs incurred by the content of such designs. It is the Client's responsibility to ensure the content is in keeping with English laws inc. copyright, criminal law, patents, trademarks and any other authority legislation affected by the content of the web site. Finkk Ltd reserves the right to terminate at any time a contract to design, print, publish any material felt to be in contradiction of any of these laws.

any delay in performing or any failure to perform any of its obligations in relation to any materials if the delay or failure is due to any unforeseen circumstances beyond its reasonable control;

CLIENT'S PROPERTY

Except in the case of a Client who is not contracting in the course of a business nor holding himself out as doing so, the Client's property and all property supplied to Finkk Ltd by or on behalf of the Client shall while it is in possession of Finkk Ltd or in transit to or from the Client be deemed to be at Client's risk unless otherwise agreed by Finkk Ltd and the Client.

It is the Client's responsibility to ensure that in the case of web names and hosting the renewal payments are made within the contract period. A charge may be payable for administration work if required to assist in any hosting that has not been renewed.

MATERIALS SUPPLIED BY THE CLIENT

Where materials are so supplied or specified, Finkk Ltd will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

INSOLVENCY

If the Client ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company who is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person who commits an act of bankruptcy or has a bankruptcy petition issued against him, Finkk Ltd without prejudice to other remedies shall:

have the right not to proceed further with the contract or any other work for the Client and be entitled to charge for work already carried out (whether completed or not).

ILLEGAL MATTER

Finkk Ltd shall not be required to publish any matter which is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.

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Finkk Ltd shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent and design or of any other proprietary or personal rights contained in any material published for the Client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim. It is the responsibility of the Client supplying images, text and any other elements forming the final design to ensure they are copyright approved and/or permissions have been granted for their usage if not owned/copy written by the Client.

FORCE MAJEURE

Finkk Ltd shall be under no liability if they are unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply. During the continuance of such a contingency the Client may by written notice to Finkk Ltd elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

LAW

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.

Copyright ©: all imagery and/or scripting used on Finkk Ltd servers or servers contracted by Finkk Ltd remains the intellectual property of Finkk Ltd, therefore it is prohibited and unlawful to copy, adapt, distribute, communicate to the public by electronic transmission (including by broadcasting and in an on demand service), rent or lend copies to the public or any other 3rd party within England and the UK without prior written permission of Finkk Ltd. If material is discovered in use without permission Finkk Ltd will inform the police or the relevant local trading standards department.

3RD PARTY WEBSITE THEMES & BESPOKE WEBSITE LIABILITY & WARRANTY

Finkk Ltd provides a completed 3rd party theme and the contents thereof on an 'as is' basis and makes no warranties with regard to the site and its contents. Finkk Ltd cannot guarantee the functionality or operations of a 3rd party theme or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

The Client agrees that Finkk Ltd is not liable for any bugs, performance issues or failure of a 3rd party Wordpress theme or plug ins installed. Any bugs, performance issues or failure with the theme should be directed to the original theme/plug in developers.

The Client agrees that Finkk Ltd 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 a 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.

Finkk Ltd 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 a live website from Finkk Ltd to Client, the Client shall assume entire responsibility in ensuring that the theme/bespoke website is functioning correctly before use.

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Regarding WPML - any language translators hired by the client are responsible for knowing how to use WPML correctly and any importing via XLIFF files or manual input is the responsibility of the client. Any incorrect translation is down to the expertise of the client and their translator.

Whilst every effort is made to make sure the 3rd party theme is error free, Finkk cannot guarantee that the display or functionality of the web design or the website will be uninterrupted or error free.

If, after handover of a live bespoke website, errors are found that Finkk Ltd has created and the standard development platform, domain name set-up and hosting set-up are the same as when work began, then Finkk will correct these errors for the Client free of charge for a period of 6 months, after acceptance of the work. After the 6-month period, Finkk Ltd reserves the right to quote separately for any work involved in correcting an error.

If, after handover of a 3rd party website theme, errors are found in code Finkk Ltd has created, Finkk Ltd can correct errors and reserves the right to quote separately for any additional work needed.

There are sometimes laws and taxes that affect Internet e-commerce. The Client agrees that it is their responsibility to comply with such laws. Finkk Ltd and its subcontractors are free from any claim or penalty arising from the Client's exercise of Internet e-commerce.

Finkk Ltd may from time to time recommend to the Client that updates are needed to their site. Finkk Ltd reserves the right to quote for any updates as separate work. The Client agrees that Finkk Ltd is not liable for any failure to inform or implement these updates to their site. The Client agrees that it shall hold Finkk Ltd harmless from any and all losses arising from omission to implement these updates.

The Client agrees to use all Developer services and facilities at their own risk and agrees to hold the Developer harmless from any and all losses and claims.

After site completion, a Client or a third party of their choosing may wish to edit their website code themselves to make updates. 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 the Client or a third party of their choosing edits the website code and this results in functionality errors or the page displaying incorrectly, then the Developer reserves the right to quote for work to repair the website.

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

3rd party themes are guaranteed to run on the latest stable version of WordPress. We are not giving any warranty for the correct functionality of 3rd party themes – especially if you use additional third-party software (e.g. any Plugins) or modify the theme files. Also we reserve the right to reject support requests for problems that occur after theme files have been modified or third party plugins have been installed.