



Terms & Conditions for all services offered by Toasted Penguin

PLEASE CONTACT US IF YOU REQUIRE THIS DOCUMENT IN AN ALTERNATIVE FORMAT

Introduction

We hate small print... we really do. That's why we've done everything we can to make this document as simple as possible, so we both know where we stand. Please take the time to carefully read through this document before committing to use our services.

Policy

We want to treat you as our customer just as we would expect to be treated if we were in your shoes. You can be assured that your statutory rights under the current consumer protection laws are not affected, and in fact, are actually more likely to be enhanced.

Data & Privacy

We need to collect certain personal information about you so we can do our job... in particular, your name, address and telephone number. We may even need other information, from time-to-time. Just to let you know – we'll store this information in our database, and we'll only ever use it in order to carry out your instructions. We promise to never, ever, sell or rent your personal information. The only time we might have to pass it on is if we're required to do so, by law.

If our relationship ends, we'll hold on to your information only for as long as is required. For auditing purposes, that's likely to be for a while, but the same promises above will apply. We trust you understand.

Supply

We undertake to provide you with the services you have requested as soon as is reasonably possible. As we are a creative company, it can take some time to get everything in place, but we'll always keep in touch and let you know how we're doing.

The internet and servers being of a technical nature, sometimes things do go wrong. If our server stops working with our hosts, naturally we cannot be held responsible for any losses you may incur. It hardly ever happens, but you need to be aware. We would not look to offer any compensation for such an occurrence, unless caused by our negligence.

Contact

We will only contact you in connection with your instructions and to keep you informed as to our progress on any commissions you provide to us. We'd also like to check in once in a while, just to make sure you're happy with the service we're providing. We're not in the business of marketing to you. Promise.

Payments

We will provide you with a quotation before commencing any work. We'll deliver this normally in electronic form, but we can send this out in the post if you would prefer. Depending on what you are asking us to do, we ask for payment at different times:

Website Commissions

For new commissions, we require a non-refundable deposit of 50% of the full quotation prior to us starting work on your website. We will begin designing and creating your website upon receipt of this payment.

Updates

We will invoice you upon completion of the updates, at which point, payment is due in full within fourteen days.

Non-standard Services / Bespoke Projects

If you ask us to do something that we don't normally offer but we are happy to provide, we may or may not ask you to pay our quotation in full prior to work commencing. It will depend on the type of work we are being asked to undertake. We'll let you know at the quotation stage when you'll need to pay.

In all cases, we reserve the right to demand payment in full prior to commencing work, should the need arise. Likewise, at our discretion, we may allow you to delay payment when we would otherwise normally request it in full prior to commencing work.

Refunds

To comply with the Consumer Protection (Distance Selling) Regulations 2000, we offer a seven-day cooling off period on all commissions. We will refund you in full should you cancel your commission, either by writing, email or telephone, within the first seven full calendar days after having provided payment.

We do want you to be happy though, so we go above and beyond this. For new commissions (website, non-standard/bespoke), whilst we're confident that you'll love the work we do for you, you can choose not to accept our work and cancel your agreement with us until the point that your website goes 'live', which is the point at which you confirm you are happy with our designs. Naturally, by this point we would have done an incredible amount of creative work which needs to be covered, and as such we will refund you the design fee paid (less the deposit), as a gesture of goodwill.

If you change your mind on a website update, have accepted our quotation and paid your invoice, we are unable to offer a refund.

If you require a refund, please approach us and let us know. Please don't approach your bank or card issuer for a Chargeback as it causes a huge headache for all involved, and there's really no point in all those complications when we'll happily give you a cheque! Just talk to us, should this need arise.

Contract

You may cancel your contract with us at any time, and without any release charges. As we charge on an annual basis however, we are unable to refund you for any 'lost time' if you cancel mid-term, except in the instances explained above. If you have been with us for more than twelve months on our Managed service, we will provide you with a copy of all the files on your website, should you require them. This is provided upon request.

Recurring Payments

We will assume that you want to continue with our services when each year you have been working with us comes to an end, and will send you a quotation for a further twelve month's service. If you do not wish to continue working with us, just let us know in writing, by email, or by telephone, and we'll cancel your service at the end of the twelve month term.

To continue with our service, confirm with us that you wish to do so and we'll send you an invoice for the amount quoted.

Acceptable Use

There are certain things you cannot do with any of the services we provide to you. If we find that you are breaking these rules, we will contact you and ask you to cease. If you continue to break these rules, we may suspend your service or terminate your contract.

You must not:

- Send bulk unsolicited email of any nature through our servers.
- Offer for download any file in excess of 25MB, unless specifically agreed with us in advance.
- Publish or run any script or item that causes our server performance to decrease for other users.
- Host material that contains nudity, pornography, sexually-explicit, lewd, or is obscene; violates copyright; is threatening, abusive, harassing or defamatory; promotes illegal activities; contains or explains how to create a virus or trojan; incites hatred; misrepresents or impersonates another person; collects information for illegal purposes; material that Toasted Penguin considers to be harmful to itself, another company, organisation or individual.
- Exceed more than 2GB of disc space in total, including mailboxes and databases.
- Exceed more than 100GB of bandwidth/traffic in a month.
- Resell any of our products or services without prior consent from Toasted Penguin.

Suspension & Termination

We reserve the right to suspend your account, without notice, in the event that any condition in this document is not complied with, in particular, due to the violation of our Acceptable Use conditions above or due to non-payment of an invoice.

In the event of a repeated violation of any of the conditions in our Acceptable Use conditions above (whether a different one, or the same one), we reserve the right to terminate your contract without refund. We will, however, provide a copy of the files used on your website so you may use another provider, upon request.

In the event that an invoice remains outstanding for more than sixty days, without prior arrangement, we will understand that you no longer require our services and terminate our contract. We will, however, provide a copy of the files used on your website so you may use another provider, upon request.

Recovery of Costs

We will generally absorb additional costs we incur which we did not foresee and cover in our quotations. However, we reserve the right to pass the costs of debt recovery and/or legal action on to you, either directly or as part of a claim.

Legal

In the event that we are found by a court of England & Wales to have breached our obligations to you under this agreement, or be liable in any way, said liability is limited to the pro-rata annual fee or commission fee (whichever is the most appropriate to the liability) left on the package at the time in question of the breach. No delay in us enforcing a term in this agreement can be considered a waiver of any right to enforce said right in the future. Toasted Penguin will not be liable for consequential losses of any kind. In the event it is found that one or more of the conditions set forth in this document is unenforceable in law, the remainder of the document shall continue to be enforced.

VAT

At this present moment in time, Toasted Penguin is exempt from VAT in the United Kingdom, and as such, our quotations and invoices are issued without VAT marked.

Amendments

We reserve the right to change these Terms & Conditions at any time, and will provide you with at least thirty days notice of our intentions. Should these changes affect the service we provide to you in an adverse manner, we will provide you with the opportunity to cancel your contract and provide a pro-rata refund.

Final Note

Thanks for getting to the end of this agreement! We're sorry that it's rather formal, and we're sorry that we've essentially written up a 'gentleman's agreement'... in essence, we promise to treat you fairly and simply ask that you do the same in return. We truly value your business, and should you have any questions or concerns, please do not hesitate to get in touch.

Your use of the services provided by Toasted Penguin constitutes your acceptance of the above Terms & Conditions.