Cranfield Design Lab - General Terms and Conditions

1. Introduction

1.1 Acceptance of Terms

By engaging Cranfield Design Lab, a trading name for Matthew Cranfield, you ("Client") acknowledge and accept these Terms and Conditions, which constitute a legally binding agreement governing all services provided by Cranfield Design Lab.

1.2 Trader Information

- **Trader's Name:** Matthew Cranfield

- **Trading Name:** Cranfield Design Lab (also known as Cranfield IT Solutions)

- **Business Address:** 17 Fallow Drive, TN210FY (Note: This is a private residential address not intended for customer visits)

1.3 Modification of Terms

Cranfield Design Lab reserves the right to amend these terms at any time without prior notice. Continued use of services following any modifications constitutes acceptance of the updated terms.

2. Quotes and Payments

2.1 Validity of Quotes

All quotations issued by Cranfield Design Lab are valid for a maximum of seven (7) days unless otherwise specified in writing.

2.2 Payment Obligations

Full payment or a 50% non-refundable deposit is required to initiate work. No work shall commence until payment is received, and the remaining balance is due upon project completion.

2.3 **Refund Policy**

Due to the subjective nature of design, no refunds will be provided if the Client is dissatisfied with the design, provided that Cranfield Design Lab has met the agreed project specifications. Refunds are not available once the project has progressed to the development phase, as substantial time and resources have been invested. If the Client cancels the project before completion, any deposit or payments made are non-refundable, as these secure the allocation of resources and scheduling. Cranfield Design Lab reserves the right to retain all funds paid to date if the project is terminated by the Client without fault of Cranfield Design Lab.

3. Website Hosting and Maintenance Package

3.1 **Service Scope**

Cranfield Design Lab offers a comprehensive Hosting and Care & Maintenance Package at £105.00 per month, covering routine updates, security monitoring, and backup management. This package excludes major redesigns, which are available for an additional fee.

3.2 **Commitment Period and Termination**

The Hosting and Care & Maintenance Package requires a 12-month commitment. Early termination by the Client requires immediate payment of the remaining balance for the contract period, unless otherwise agreed in writing.

4. Intellectual Property Rights

4.1 **Transfer of Ownership**

Upon receipt of final payment, ownership of the completed website design is transferred to the Client. However, all preliminary drafts, concepts, and source files remain the property of Cranfield Design Lab.

4.2 **License for Marketing Use**

Cranfield Design Lab reserves the right to use any final design or artwork in its portfolio, marketing materials, or other promotional purposes unless the Client explicitly objects in writing before project commencement.

4.3 **Intellectual Property Infringement**

The Client assumes all liability for intellectual property infringement regarding any content they provide to Cranfield Design Lab, ensuring that all materials comply with UK copyright law. Cranfield Design Lab shall not be responsible for verifying the originality or ownership of the Client's content and accepts such content in good faith. If a claim arises regarding unauthorized use of third-party materials, the Client agrees to indemnify Cranfield Design Lab against any associated costs, damages, or legal fees. Cranfield Design Lab reserves the right to remove any content found to infringe on intellectual property rights upon receiving notice of such infringement.

5. Client Responsibilities

5.1 **Content Provision**

Clients are responsible for providing all content, including text, images, and media. Cranfield Design Lab offers optional copywriting services and stock imagery, but final content responsibility rests with the Client.

5.2 **Timely Submission and Delay Charges**

Clients must provide all necessary materials within five (5) business days of project initiation. Delays in content submission will incur a £60 daily fee until all required materials are received.

6. Revisions Policy

6.1 **Standard Revisions**

Each project includes up to three (3) rounds of revisions at no additional cost. Any further revisions will incur a fee of £60 per adjustment. Revisions are intended for minor adjustments and refinements; significant changes beyond the original scope may be subject to additional fees. All revision requests must be submitted within five (5) business days of receiving the initial design or previous revision.

6.2 **Scope and Timing of Revisions**

Revisions begin only after the completion of all design and development stages and upon Client approval.

7. Limitation of Liability

7.1 **Waiver of Liability**

Cranfield Design Lab shall not be liable for any direct, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, business opportunities, or reputation, arising from or related to the use or inability to use our services, even if Cranfield Design Lab has been advised of the possibility of such damages. This limitation applies to all claims, including those arising from contract, warranty, tort (including negligence), or any other legal or equitable theory. Under no circumstances shall Cranfield Design Lab's total liability to the Client for any damages exceed the total fees paid by the Client for the specific service from which the claim arose.

7.2 **Client-Assumed Risks**

The Client acknowledges and accepts that website and software performance depend on several factors beyond Cranfield Design Lab's control, such as third-party hosting services, server environments, and internet connectivity. Cranfield Design Lab is not responsible for any server issues, downtime, connectivity problems, interruptions, or delays unless these are covered under a specific hosting or maintenance agreement. Additionally, Cranfield Design Lab disclaims liability for damages caused by third-party integrations, plugins, or software updates that affect website functionality or security. It is the Client's responsibility to ensure regular backups, security updates, and compliance with hosting requirements unless otherwise stipulated in a separate agreement with Cranfield Design Lab.

7.3 **Limitation on Remedies**

In the event of any dispute or dissatisfaction with Cranfield Design Lab's services, the Client's sole remedy shall be the repair or adjustment of the service or product in question if feasible. No other remedies, whether monetary or equitable, shall be available to the Client. Cranfield Design Lab disclaims liability for any unintended effects of changes made to the website or software by the Client or third parties after project completion.

8. Data Protection and Privacy

8.1 **Data Handling and Compliance**

Cranfield Design Lab will adhere to the UK Data Protection Act 2018 and GDPR standards, maintaining the confidentiality and security of any Client information provided during the project.

8.2 **Confidentiality Agreement**

Both parties agree to keep all confidential information secure, extending indefinitely beyond the term of this Agreement.

9. Indemnification

The Client agrees to indemnify, defend, and hold harmless Cranfield Design Lab, its employees, agents, and affiliates from any claims, damages, losses, or costs (including legal fees) resulting from the Client's actions, misuse of services, or any violation of these terms. This includes any claims of intellectual property infringement related to the content provided by the Client.

10. Force Majeure

Cranfield Design Lab is not liable for delays or failure in performance due to causes beyond its control, including but not limited to acts of God, natural disasters, strikes, and interruptions in telecommunications.

11. Third-Party Service Limitation

Cranfield Design Lab may use third-party plugins or services as part of its offerings. While reasonable efforts are made to ensure compatibility, Cranfield Design Lab is not responsible for issues arising from third-party services. Clients assume all risks associated with third-party software.

12. Non-Solicitation

The Client agrees not to solicit, hire, or engage any Cranfield Design Lab employees, contractors, or affiliates for related services for a period of twelve (12) months following project completion. This restriction includes direct or indirect offers of employment or contractual work. In the event of a breach of this clause, Cranfield Design Lab reserves the right to seek compensation equivalent to any losses incurred. This provision ensures the continued availability of essential resources to fulfill obligations to all clients. The Client acknowledges that Cranfield Design Lab's relationships with its team members are crucial to delivering consistent, high-quality services. Any attempt to disrupt these relationships undermines the integrity and operational efficiency of Cranfield Design Lab's services.

13. Dispute Resolution and Mediation Requirement

In the event of a dispute, both parties agree to attempt resolution through mediation before pursuing any formal legal proceedings. The mediation will be conducted by a neutral third party chosen by mutual agreement.

14. Warranty Disclaimer for Functionality and Compatibility

Cranfield Design Lab does not warrant the functionality or compatibility of the website with specific devices, browsers, or operating systems. The website is provided on an "as-is" basis, and Cranfield Design Lab is not responsible for issues arising from future updates to third-party platforms.

15. Portfolio and Publicity Rights

Cranfield Design Lab retains the right to display completed projects in its portfolio or for promotional purposes unless the Client requests otherwise in writing before the project begins.

16. Right to Refuse Service

Cranfield Design Lab reserves the right to refuse service if it deems the Client's requested content or project to be illegal, unethical, or otherwise unacceptable.

17. Security Disclaimer

While Cranfield Design Lab takes reasonable measures to secure its websites, it does not guarantee protection against security breaches. The Client is responsible for safeguarding login credentials and securing their own data. Cranfield Design Lab is not liable for unauthorized access resulting from security vulnerabilities.

18. Termination for Breach

Cranfield Design Lab reserves the right to terminate any service agreement in cases of Client non-compliance with these Terms and Conditions. In the event of termination, the Client shall remain liable for payment for all services rendered up to the date of termination.

19. Governing Law and Dispute Resolution

19.1 **Governing Law**

These Terms and Conditions shall be governed by the laws of England and Wales.

19.2 **Dispute Resolution**

Both parties agree to resolve disputes through mediation before initiating litigation, with any litigation subject to the exclusive jurisdiction of the courts of England.

20. Entire Agreement and Severability

20.1 **Entire Agreement**

These Terms and Conditions represent the entire Agreement between Cranfield Design Lab and the Client. Any amendments must be confirmed in writing.

20.2 **Severability**

If any provision is found invalid or unenforceable, the remaining provisions shall remain in effect.

21. Contact Information

For questions regarding these terms, please contact Cranfield Design Lab:

- **Email:** Sales@cranfielddesignlab.co.uk or Matt@cranfielditsolutions.co.uk

- **Phone:** 07854 650 293