

Terms & Conditions

Welcome to the www.cymrumarketing.com web site (the "Web Site"). The goal of this Web Site is to provide you with access to the most comprehensive network of Photography and Web Design products/services and related links to meet your needs (the "Content"). Please read our Terms of Use (the "Terms") carefully before continuing on with your use of this Web Site. These Terms shall govern the use of the Web Site and apply to all Internet traffic visiting the Web Site. By accessing or using this Web Site, you agree to the Terms. The Terms are meant to protect all of our Web Site visitors and your use of this Web Site signifies your agreement with these Terms.

IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THIS WEB SITE.

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PRIVACY

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WEBSITE HOSTING & DOMAIN OWNERSHIP

CYMRU MARKETING will not transfer Domain Ownership or Hosting over to the client. Domains unless they are trademarked belong to CYMRU MARKETING & UK WEBSITE DESIGNERS. The client can have limited access to the website for their own protection. The client can however have access to a CMS portal if needed which will be on a subdomain page. If the client already has a hosting package they must transfer the domain over to CYMRU MARKETING upon commencement of contract. If the client refuses to co-operate with these terms, this will be deemed as they are in breach of contract. CYMRU MARKETING can then terminate the contract and full payment of the remainder of the monthly contract instalments will be expected to be paid in full.

WORKING HOURS

CYMRU MARKETING will choose as a when to work on a clients website and will not be dictated too. CYMRU MARKETING at their own discretion will work on a clients website if it needs urgently updating at a specific hour. CYMRU MARKETING are not expected to work at a clients premises full time. CYMRU MARKETING will choose as and when it is convenient to work on a clients website.

UNDERSTANDING UK WEBSITE TERMS AND CONDITIONS

Upon commencing development and management of a clients website, the client must first have read CYMRU MARKETING Terms and Conditions and agreed and signed a contract.

If a client refuses to sign a contract agreeing to the terms it will be deemed as a Gentlemen's Agreement and CYMRU MARKETING will assume the client has read the terms and conditions and agreed these terms before commencement of work.

OTHER WORK PERFORMED BY UK WEBSITE DESIGNERS

Other work which is listed on CYMRU MARKETING Website will be invoiced accordingly depending on the specific work carried out. UK Website Designers assumes that the client has read the price list before commencement of work. Normally a contract outlining the job (s) will be signed by the client, however if the client refuses to sign a contract CYMRU MARKETING will assume that the client knows the prices before asking for the work to be carried out and this will be deemed as a Gentlemen's Agreement.

PROHIBITED ACTIVITIES OWNERSHIP OF WEBSITES WORKING HOURS

You are specifically prohibited from any use of this Web Site, and You agree not to use or permit others to use this Web Site, to: (a) take any action that imposes an unreasonable or disproportionately large load on the Web Site's infrastructure, including but not limited to "spam" or other such unsolicited mass e-mailing techniques; (b) disclose or share the assigned confirmation numbers and/or passwords with any unauthorized third parties or use the assigned confirmation numbers and/or passwords for any unauthorized purpose; (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software or HTML code comprising or in any way making up a part of this Web Site; (d) upload, post, email or otherwise transmit any information, Content, or proprietary rights that You do not have a right to transmit under any law or under contractual or fiduciary relationships; (e) violate any applicable local, state, national or international law, including, but not limited to, any regulations having

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YOUR SYSTEM. YOU EXPRESSLY AGREE THAT NEITHER, CYMRU MARKETING NOR ITS AFFILIATED OR RELATED ENTITIES (INCLUDING ITS PROVIDERS AND ITS WEB HOSTING SERVICE PROVIDERS, AND THEIR SUPPLIERS), NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OR AGENTS, NOR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION, DISTRIBUTION, HOSTING, AND/OR OPERATION OF THIS WEB SITE, IS RESPONSIBLE OR LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM THE USE OR ATTEMPTED USE OF THIS WEB SITE OR ANY OTHER LINKED SITE (INCLUDING, WITHOUT LIMITATION, USE OF OR ACCESS TO ANY RELATED SOFTWARE OR HARDWARE). BY WAY OF EXAMPLE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CYMRU MARKETING AND RELATED PERSONS AND ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF DATA, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THIS WEB SITE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT CYMRU MARKETING IS NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SUBSCRIBERS OR THIRD PARTIES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, CYMRU MARKETING LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless CYMRU MARKETING, the Providers, and Web Site hosting service providers, and its and their officers, directors, employees, affiliates, agents, licensor's, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms

THIRD PARTY RIGHTS

These Terms are for the benefit of CYMRU MARKETING, its Providers, and Web Site hosting service providers, and its and their officers, directors, employees, affiliates, agents, licensor's, and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against you on its

or their own behalf.

JURISDICTIONAL ISSUES

Unless otherwise specified, the Content contained in this Web Site is presented solely for your convenience and/or information. This Web Site is controlled and operated by CYMRU MARKETING from its offices within Cardiff CYMRU MARKETING makes no representation that Content in its Web Site is appropriate or available for use in other locations. Those who choose to access this Web Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export the materials in this Web Site in violation of U.S & UK export laws and regulations. These Terms shall be governed by, construed and enforced in accordance with the laws of England and Wales UK, as they are applied to agreements entered into and to be performed entirely within such State. Any action you, any third party or CYMRU MARKETING brings to enforce these Terms, or in connection with any matters related to this Web Site, shall be brought only in either the state or County courts located in and for Cardiff, United Kingdom and you expressly consent to the jurisdiction of said courts. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

ENTIRE AGREEMENT

The provisions and conditions of these Terms, and each obligation referenced herein, represent the entire Agreement between CYMRU MARKETING, its affiliated or related entities, and you, and supersede any prior agreements or understandings not incorporated herein. In the event that any inconsistencies exist between these Terms and any future published terms of use or understanding.

CANCELLATION POLICY.

IN THE EVENT THAT YOU DO NEED TO POSTPONE EITHER YOUR SHOOT OR VIEWING APPOINTMENT, WE REQUIRE 7 DAYS NOTICE FOR ANY SERVICE OR PHOTOSHOOT OTHERWISE A CANCELLATION CHARGE OF £50 WILL APPLY.

CYMRU MARKETING WILL ALWAYS TRY TO ACCOMMODATE CHANGING SCHEDULES AND WILL BE HAPPY TO REFUND OR POSTPONE ANY SHOOT IF CANCELLED OR RESCHEDULED WITHIN THE NOTICE PERIOD.

Once an order has been processed and placed for digital images or portrait

products, a cancellation charge of 50% will apply.

VIRTUAL OFFICE SERVICES.

All applicants must provide verification identification if requested by the administration office. All applications are subject to acceptance at the discretion of the company. Private address may be given under special circumstances and conditions.

The owner of the business or private mail is solely responsible for the correspondence sent to our office. We will not be held liable for any missing mail or missed calls.

CYMRU MARKETING reserves the right to deny any applicants dealing with drugs, alcohol, pornography and money laundering. CYMRU MARKETING also will contact the authorities without notice if it is found that these departments are being traded and CYMRU MARKETING Office is being used for these purposes.

Consultations and quotations are free and are carried out by email or telephone or in person if required. Work can be accepted from the client by email, post, CD-Rom, USB drive or courier. All work carried out by us will be proof-read, however final proof-reading of the work lies with the client. For larger projects a time frame will be negotiated with the client. We do not accept liability or responsibility for the end use of any documents or materials produced or edited by us on behalf of the client. We reserve the right to reject any work which we believe to be unlawful or immoral.

Payment Terms:

Payments can be made by cheque or bank transfer or standing order. Set up Fee First Months Packages must be paid for in advance. Thereafter, a package will be valid for 4 weeks from the date of the first request for services. The first request for services must be made within 2 weeks of the date of commencement of service/payment after agreement of services. A fee of £20 will be charged for any returned cheques.

Project work (pay as you go work) payments will be invoiced on completion of the work and payment is due 14 days from the date of invoice. Any additional costs incurred for example, editing of images, creating original content,,logo design,adding additional content, amending design of website after original has been agreed on, postage, courier, will be invoiced separately to the client as

'Additional Expenses'.

Overdue invoices may result in interest charges (at the rate of 8%) for the total outstanding per month. In the event of a contract being cancelled/terminated, the client agrees to pay for all work completed up to that point.

GIFT VOUCHER.

WWW.CYMRUMARKETING.COM VOUCHERS HAVE AN EXPIRY DATE OF 12 MONTHS FROM DATE OF PURCHASE. CHANGE IS NOT GIVEN ON PURCHASES THAT COST LESS THAN THE VALUE OF THE VOUCHER PRESENTED. VOUCHERS CANNOT BE EXCHANGED FOR CASH. HYPERLINK "HTTPS://WWW.CYMRUMARKETING.COM" WWW.CYMRUMARKETING.COM CAN ONLY BE EXCHANGED FOR PHOTOGRAPHIC PRODUCTS AT HYPERLINK "HTTPS://WWW.CYMRUMARKETING.COM" WWW.CYMRUMARKETING.COM AND RELATING TO IMAGES CREATED BY HYPERLINK "HTTPS://WWW.CYMRUMARKETING.COM" WWW.CYMRUMARKETING.COM WE RESERVE THE RIGHT NOT TO ACCEPT ANY VOUCHERS THAT HAVE OR APPEAR TO HAVE BEEN FORGED, DAMAGED, DEFACED OR OTHERWISE TAMPERED WITH. NO RESPONSIBILITY WILL BE ACCEPTED FOR LOST, STOLEN, OR DAMAGED VOUCHERS. TO DEFACE A VOUCHER WILL RENDER IT INVALID. VOUCHERS CANNOT BE USED IN CONJUNCTION WITH ANY OTHER VOUCHER OR OFFER. HYPERLINK "HTTPS://WWW.CYMRUMARKETING.COM" WWW.CYMRUMARKETING.COM RETAINS THE RIGHT TO VARY THESE TERMS AND CONDITIONS.

WEBSITES AND APPS

All content should be ready without any editing on behalf of CYMRU MARKETING. Any photos cannot be used as copies from the internet unless you have sole white label rights to re-use them (proof must be given). CYMRU MARKETING reserves the right to charge for content and images which are not internet ready to be published.

Agreements of Website Design can be made verbally at the discretion of CYMRU MARKETING which on launch of the clients website is legal and binding. We also offer a written agreement should the client wish to have all the terms written down.

CYMRU MARKETING assumes that the client has read all the terms and conditions prior to commencing work with CYMRU MARKETING and it is not the responsibility

for CYMRU MARKETING to verify this action.

PHOTOGRAPHY

Product / Corporate photography will be charged at the appropriate prices as seen in the pricelist.

LOGOs

CYMRU MARKETING reserve the right to charge a fee for designing the logos of which there is a set up charge followed by 10 proof images to choose from.

WEBSITE BUILDING POLICY

CYMRU MARKETING will choose the size of the font and typeface to suit the website at their discretion.

A client cannot enforce a font or typeface that would be deemed unsuitable for their website.

A client can however chose a colour theme at the start of the build and has a maximum of 3 changes on the Basic Package.

Basic Packages have limited typeface and rely solely on Google Fonts.

If your selected font is not one of the Google Fonts, CYMRU MARKETING reserves the right to refuse to use any other font other than the choice Google Provides.

CYMRU MARKETING will try to use a font as close to their clients preferences but is not obliged to do so, this is at the discretion of CYMRU MARKETING to use a font other than their own professional choice.

Customers cannot confuse Google Fonts with Microsoft Fonts as they may vary and cannot be used in building Basic Packages Websites.

CHANGES TO WEBSITE

CYMRU MARKETING allow a maximum of 3 changes to a Basic Starter Package. UK Website Designers reserve the right to charge £20 for each further

amendment. For Local, National, Super National and Global Packages a maximum of 5 changes are allowed and a further fee of £75 per change will be charged for each amendment there after.

DELIVERY POLICY.

We aim to build a website within seven days, any alterations are excluded from the seven day disclaimer after the foundations have been built and the content uploaded.

PHYSICAL PRODUCTS WILL BE SENT TO UK DESTINATIONS USING STANDARD ROYAL MAIL SERVICES UNLESS OTHERWISE AGREED DIRECTLY WITH WWW.CYMRUMARKETING.COM

RETURN & REFUNDS POLICY.

ONCE THE PRODUCTS HAVE BEEN CHECKED, COLLECTED AND SIGNED FOR AT OUR STUDIO, NO RETURNS WILL BE ACCEPTED NOR WILL ANY REFUNDS BE GENERATED BY WWW.CYMRUMARKETING.COM HYPERLINK "[HTTPS://WWW.CYMRUMARKETING.COM](https://www.cymrumarketing.com)" FOR ANY PURCHASES MADE ON OUR WEBSITE FOR SHOOTS OR OTHER PRODUCTS, IF YOU WITHDRAW FROM THAT PURCHASE, WITHIN 14 DAYS, THEN WE WILL REFUND THE COST OF THE SHOOT MINUS COSTS OF PACKAGING, SHIPPING AND CREDIT CARD CHARGES, IF ANY.

DISCLAIMER - DISRUPTION OF SERVICE

WWW.CYMRUMARKETING.COM RESERVES THE RIGHT TO CHARGE A FEE FOR DISRUPTION OF SERVICE OF THIS BUSINESS DIRECTLY OR INDIRECTLY BY ANY INDIVIDUAL OR BUSINESS THAT FORCES UK WEBSITE DESGNS NOT PERFORM THEIR DUTIES AT THE TIMES SPECIFIED PLACE OF WORK. THE FEE IS £200 PER HOUR X 8 HOURS IN A DAY £1,600.00. AN INVOICE WILL BE PRESENTED TO THE SAID PARTIES TO PAY IN FULL WITHIN 14 DAYS.

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