



## Terms & Conditions for [www.meloncreative.co.uk](http://www.meloncreative.co.uk) and associated websites

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### Introduction

This is the official website of Melon Design & Marketing, a company registered in England, number 5688414. Our website is intended to provide free information about Melon. By using this website you are accepting the following terms and conditions – please read them carefully. If you do not wish to accept these terms and conditions, we suggest that you do not use this site. Melon reserve the right to amend content of this website at any time.

### Accessing our website

Whilst we have taken every care in the preparation of the content of our site, we cannot guarantee uninterrupted and totally reliable access to it. We cannot therefore guarantee that the information will always be up to date and free of errors. We accept no responsibility for your inability to access our site arising out of circumstances beyond our reasonable control, as access to our website is dependent upon the availability of the worldwide web. From time to time, our site may contain links to and from third party websites. If you follow a link, please note that these sites have their own privacy policies and will be subject to separate terms and conditions and we do not accept responsibility or liability for these sites.

### Unauthorised use of our website

- Do not submit any information that is obscene, threatening, hateful or abusive.
- Entry to cgi scripts, images, html code or any other part of this site is strictly prohibited.
- You are prohibited from interfering with the site service including flooding, mailing, hacking, crashing or amending site content
- Do not direct or through any unsolicited emails to this site

### Warranty Disclaimer

All information and images contained on this website are believed to be truthful and accurate. Commentary and other materials posted on our website are provided for general information purposes only and are not intended to be relied upon by you, unless confirmed by Melon in writing. We do not warrant, guarantee or represent that material downloaded and/or accessed via or from our website will be free of viruses and you should operate the most up-to-date virus protection software at all times.

### Copyright

Work originated by us from graphics, images, logos, and data to html code belongs to Melon Design & Marketing or it's clients. Reproduction, adaptation or modification of all or any part of these contents are strictly prohibited without written permission of Melon Design & Marketing. All materials published are owned by, or are licensed to us.

Melon does not retain concepts paid for by its client for the sale to companies that exist within the same or similar industries.

### Submissions

Where you are invited to submit any contribution to this site such as 'blog' you are by submission to grant Melon Design & Marketing a license to use and create any derivative works for any purpose. Do not submit any contributions to our site if you do not wish to grant such rights.

### Privacy

We may collect information about you when you request any information about us or our services, or submit your personal details and/or complete

any forms on this website. Any information or data which you may provide to Melon at any time will be treated as confidential and will not be traded, sold, or rented to a third party but all information is provided at your own risk as we cannot ensure the security of your data transmitted to our site. This information may include contact details, completing application forms for job vacancies or requesting further information about our services. This information will only be disclosed as may be required by English law.

Cookies are small pieces of information stored on your computer used to identify you, including your IP address, operating system and browser type. We may use cookies to track areas of the site that you have visited as well as to automate certain functions of the website and provide you with information about your account. Melon may use this information to contact you or your company from time to time about services that may be of interest or to process any application submitted by you in connection with a job vacancy (we may keep details of applications for the purpose of vetting future applications). If you wish your details to be removed from our information store, please contact us by telephone, email or letter.

### Terms of Payment

The general terms of payment for companies using our services is 30 days from the date of invoice. Alternative terms of payment are negotiable prior to work commencing, and will require the client signature. Once an agreement is in place, our Accounts Department will be instructed, and will only act to retrieve debts should this agreement be abused. Melon will do its utmost to resolve any queries in relation to invoicing and hopefully reach a mutually agreeable conclusion.

### Termination of Contract

Melon treats each client or project as a separate issue, and therefore where there is an ongoing project involving contractual obligations or monthly retainer, procedures regarding termination are looked at on that basis. However, Melon would not be prepared to enter any retainer agreement without the provision of receiving three months term of notice. In the event of notice of termination being given by either side, the liability for payment of fees by the client side shall end only when all outstanding debts have been cleared.

### Force Majeure

Melon shall be under no liability if it is unable to carry out any provision of a contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, theft, fire, flood, drought, failure of power supply, lock-out, strike, or other action taken by employees or agents of Melon or owing to any inability to procure materials and services required for the performance of the contract. During the continuance of such a contingency the Client may by written notice 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.

### Your concerns

If you have any questions about material which appears on our website please contact [info@meloncreative.co.uk](mailto:info@meloncreative.co.uk)