Terms and Conditions

Please read these Terms and Conditions carefully as they apply to all products and services supplied by the Learners’ Toolkit at The University of Aberdeen.

We have tried to keep these Terms and Conditions brief, easy to understand, and as straightforward as possible. If you have any questions however, please do not hesitate to contact us at learners.toolkit@abdn.ac.uk

Terminology:

You - ('the Client')
Us - (Learners’ Toolkit, and hereinafter referred to as ‘the Service')
The Project - the body of work that is being undertaken, normally consisting of several connected parts, such as consultation, digital media design and hosting.

What do both parties agree to?

i. The Client agrees to:
   i. Provide the Service, within an agreed timescale, everything that is requested from you to complete the Project - including text, images and other information.
   ii. Provide the Service with text and images in the format as stated below (see photographs and images in section v page 2).
   iii. Review the Service's work, provide feedback, and sign-off approval in a timely manner.
   iv. Make every effort to adhere to all agreed timescales.
   v. Advise, in advance, of any confidential information that requires password protection, or sensitive data that we should encrypt.
   vi. Advise the Service when amendments or updates are required.

ii. The Service agrees to:
   i. Carry out services in a professional and timely manner.
   ii. Make every effort to adhere to any timescales agreed between us and you.
   iii. Make a reasonable number of revisions to the design, layout, colours etc, until you are satisfied with the design concept or such time as both parties feel an agreement is likely to be reached but no more than 2 major revisions; any more than this will delay the completion of your project. We will endeavour to complete requested revisions or updates within 5 working days, wherever possible.
   iv. Maintain up to date skills and knowledge through regular training and research.
iii. **Web Application Development:**
   i. Our web application is developed to work primarily across all major browsers and platforms including other devices such as mobile phones and touchpads. Subsequently we will continue to upgrade or update our application as new technology becomes available.
   
   ii. The Service cannot guarantee compatibility in old or redundant browser software.

iv. **Custom Content Management System:**
   i. All resources featured on the live web application will be uploaded using our custom-built Content Management System (CMS).
   
   ii. In order to maintain consistency and quality of our resources, delivery and application, the Service will retain responsibility and access of admin system.

v. **Photographs and Images:**
   i. Any images or photographs that you supply should be in digital format, usually no smaller than 1024x768 pixels, with a suitable resolution that will allow them to be resized and used on screen.
   
   ii. The Service can obtain images from third party photographers, the University of Aberdeen, or stock photography sites if required. There may be a cost involved but this will be managed on a project by project basis.
   
   iii. The Client guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Service for inclusion in their resource, are owned by the Client or the University of Aberdeen, or that the Client has permission from the rightful owner to use each of these elements.

vi. **The Copyright:**
   i. The University of Aberdeen retains copyright for any materials created by the Service.
   
   ii. The Client will own, or have express permission to use for work purposes, the text files, images, graphics and any visual elements, video or sound-bytes, that you may have sent to us to use in connection with the project.
   
   iii. The Service will maintain copies of all the files used in connection with your project and if you require an electronic copy of all the files used in connection with your project, then the Service will be happy to supply this to you.
   
   iv. As the design company the Service also reserve the right to display and link to your completed project as part of our portfolio, and to write about the project on other websites, in magazine or ezine articles, books, written or digital publications of any design and source. Please inform us in advance of the resource going live if you DO NOT want us to add your resource to our portfolio of work.
vii. Hosting:
   i. To ensure superior levels of reliability and performance, all our clients’ resources are hosted on a responsive and adaptive dedicated platform. Details of the exact specification of our platform are freely available to all our clients and will be given upon request.
   
   ii. All videos created by the Service are uploaded to the Learners’ Toolkit unlisted YouTube channel. This means videos are not searchable on YouTube. Embed codes and URLs can be given upon request.

viii. Liability:
   i. The Service will not be held liable for any missed launch date or deadline, if the Client has been late in supplying materials, or has not approved or signed off work on-time, at any stage.

ix. Confidentiality:
   i. The Service adheres to all national and EU data protection, data transfer, data retention, and confidentiality regulations and always stores data sent to us in a secure manner in accordance with the University of Aberdeen’s security policy. See policy zone on Staffnet for details.

x. General:
   i. A resource will not launch on live platform until both parties have signed-off
   
   ii. If you are hosting the resource elsewhere, the Service cannot guarantee that the resource is fully compatible with all hosting providers’ server operating systems.
   
   iii. Although the Client is responsible for ensuring content is accurate and up to date, the Service retains the right to retire content that is no longer fit for purpose. The Service will make reasonable attempts to contact the content owner before retiring any content.
   
   iv. Although the Service has tried to keep this contract language simple, the intentions are serious.

Changes to these Terms and Conditions:
Learners’ Toolkit reserves the right to add, delete, or modify any provision of these Terms and Conditions at any time without notice. Failure to receive notification of a change does not make those changes invalid. These Terms and Conditions will always be available to download or print from the University of Aberdeen website.