

Armagh Design's Ltd

# Standard terms of business

Including privacy policy and website disclaimer

Compliance officer  
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## **Standard Terms & Conditions**

1. The following provisions (the “Terms”) shall apply in the case of the supply of services (the “Services”) by Marc Mc Neice T/A Armagh Design Ltd Services (the “Supplier”) to the person, company, authority or other body to whom the Supplier’s proposal/fee quotation in relation to the Services (the “Quotation”) is addressed (the “Client”). The Terms and the Quotation shall hereinafter collectively be referred to as the Contract.
2. The parties to the Contract are the Client and the Supplier. The Contract does not confer any rights on anyone other than the parties to it.
3. The terms of the Contract shall not be treated as varied or waived unless expressly agreed in writing by the parties. Subject to any such agreement, the Contract shall constitute the entire agreement between the Client and the Supplier, relating to the subject thereof, and supersedes all previous agreements, understandings and commitments between the Client and the Supplier, with respect to the subject thereof.
4. If, following receipt of the Quotation, the Client instructs the Supplier to proceed or to continue with the Services, the Supplier shall be entitled to assume the Client’s acceptance of the Quotation and the Terms.
5. Any subsequent variation to the Services (from those set out in the Contract) must be agreed by the Supplier. Any additional or alternative Services, arising from such an agreed variation, requested by the Client, or arising from compliance with the Client’s instructions or factors outside of the Supplier’s control, shall be subject to additional or alternative charges, which shall either (in so far as the basis is not set out in the Quotation) be agreed between the parties or shall be charged at the Supplier’s standard hourly charge out rate currently £65per hour.

6. The Quotation remains open for acceptance for 3 months from the date of the Quotation.
7. All payments to the Supplier under the Contract (including any variation thereof) shall be subject to Value Added Tax (where eligible) at the standard rate.
8. Unless otherwise agreed, invoices will include reimbursable costs and expenses associated with the Services, including but not limited to travel, accommodation, subsistence, printing, computing and any other reasonable expenses. External costs to be incurred on behalf of the Client, such as planning application or other statutory fees and Counsel's costs are payable in advance by the Client. The Supplier reserves the right not to proceed in this respect until payment has been made in full.
9. Invoices will be rendered monthly from the start of the supply of the Services by the Supplier, unless stated otherwise in the Quotation. Payment of the invoice in full is due on receipt of the invoice by the Client with the final date for payment being 30 days after the date of the invoice. Without prejudice to any other rights the Supplier may have, the Supplier may add interest and compensation at the statutory rate at which interest applies to court judgements in Northern Ireland from the final date for payment until payment is made in full. If the Client fails to pay in full by the final date for payment, the Supplier reserves the right to either terminate the Contract (and claim damages on the basis of such termination having arisen as a result of the Client's breach) or suspend its Services until the outstanding amount, together with interest and compensation (where applicable), has been received.
10. During the Contract, and for six months after its termination, neither the Client nor any of its associated companies shall offer employment to any of the Supplier's staff without the Supplier's prior written agreement.
11. The Client will ensure that it has in place adequate insurance cover in accordance with industry standards.

## 12. Liability of the Supplier

12.1 The Supplier will exercise reasonable skill and care in carrying out the Services;

12.2 The liability of the Supplier to the Client arising out of or in connection with the performance of the Services or the Contract whether for breach of contract, tort or otherwise, shall not exceed in the aggregate the sum of £250,000 or ten times the total fee due under this Contract, whichever is the lesser.

12.3 Save in respect of any claim under the Contract for breach of Clause 12.1, the Supplier shall not be liable in connection with the carrying out of the Services;

12.4 The Supplier shall not be liable or responsible for the performance, or for checking or reporting on the performance, of any person not engaged by it;

12.5 The Supplier shall not be liable for any breach of the Contract or any claim in connection with the Services where proceedings in that regard are not issued and served before the date which is 6 years after completion of the Services to be provided under the Contract;

12.6 The Supplier shall not have any liability whatsoever and howsoever arising for any consequential loss, loss of business or profits (whether anticipated or real) or any other form of economic loss or liability arising out of or in connection with the performance of the Contract or the Services;

12.7 The liability of the Supplier shall extend only to direct loss or damage suffered by the Client in respect of matters arising directly from within the scope of the Supplier's commission;

12.8 The liability of the Supplier shall be limited to such sum as the Supplier ought reasonably to pay having regard to his responsibility for the loss or damage suffered as a result of the occurrence or

series of occurrences in question, on the basis that all other suppliers and all or any contractors and subcontractors shall be deemed to have provided similar contractual undertakings to the Client (whether or not they shall have been so provided to the Client) in respect of the carrying out of their obligations and shall be deemed to have paid to the Client such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility; and

12.9 The Supplier shall not be liable if it is unable to carry out any of the Services for any reason beyond its control including (without limiting the foregoing): act of God, acts of terrorism, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or any other action taken by employees in contemplation or furtherance of dispute. During the continuance of such a contingency either party may, by written notice to the other, elect to terminate the Contract and the Client shall pay for Services provided and disbursements incurred up to that time.

13. The Client shall indemnify the Supplier against all claims, proceedings, damages, costs, charges and expenses brought against or incurred by the Supplier in respect of the following matters:

13.1 the use of the site upon which the Services are to be carried out or any part thereof for the purposes of providing the Services, unless such claims, proceedings, damages, costs, charges and expenses arise solely from the negligence, omission, breach of duty or default of the Supplier, its employees or agents;

13.2 damage to property which is reasonably to be expected in connection with the

13.3 death of or injury to persons or loss of or damage to property resulting from any act of neglect of the Client, its agents, servants, contractors, subcontractors or other suppliers or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto

where the injury or damage was contributed to by the Supplier, its servants, agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Client, its agents, servants, contractors, subcontractors or other suppliers for the injury or damages.

14. The Contract is personal to the Client and the Services and all written reports or other communications shall be for the benefit of the Client only and shall not be passed to any other person without the consent of the Supplier. The Client shall not assign or transfer or purport to assign or transfer to any other person the Contract or the benefit thereof, or the benefit of any condition, warranty or guarantee or other term or condition (express or implied) forming part thereof. The Supplier may assign the benefit and/or burden of the Contract or any part of it to any associated or subsidiary company of the Supplier.

15. The copyright in all drawings, reports, specifications, bills of quantities and other documents provided by the Supplier in connection with the Services shall remain vested in the Supplier, but, provided that the Supplier has been paid in full in accordance with the Contract, the Client shall have a licence to use such drawings, reports, specifications, bills of quantities and other documents for any purpose related to the Services. Notwithstanding the aforesaid, the Client shall not make copies of such drawings or other documents nor shall it use the same in connection with any other services or works without the prior written approval of the Supplier and upon such terms as may be agreed between the Client and the Supplier provided however, that use of such material by the Client in a modified form on any project or for a purpose other than that for which it was prepared or reuse of this material by the Client without the Supplier's approval shall be entirely at the Client's risk, and the Client shall indemnify and hold the Supplier harmless from and defend the Supplier against any claim arising out of such use or reuse by the Client.

16. All goods and materials provided and used by the Supplier in the provision of the Services shall remain the property of the Supplier until such time as all sums owing to the Supplier in respect of those Services have been paid by the Client to the Supplier.

17. The Client shall not set off any amount owing at any time from the Supplier to the Client against any amount payable by the Client to the Supplier under the Contract.

18. Termination by the Supplier

18.1 The Supplier shall have the right at any time by giving notice in writing to the Client to terminate the Contract forthwith if:

18.1.1 the Client commits a material breach of any of the terms and conditions of the Contract; or

18.1.2 any distress, execution or other process is levied upon any of the assets of the Client; or

18.1.3 the Client commits an act of bankruptcy, enters into liquidation, has a receiver appointed, has a petition to appoint an Examiner presented to the High Court, makes an arrangement or composition with its creditors or has proceedings commenced against it in relation to its insolvency or possible insolvency; or

18.1.4 the Client ceases or threatens to cease to carry on its business;

18.1.5 the Client purports to assign the Contract;

18.1.6 the Supplier is of the reasonable opinion that the Client has abandoned the Contract; or

18.1.7 the financial position of the Client deteriorates to such an extent that in the opinion of the Supplier the capability of the Client adequately to fulfil its obligations under the Contract has been placed in jeopardy



18.1.8 Where any member of the supplier's staff is coerced, threatened or cajoled towards amending their results/reports we reserve the right to terminate the contract with immediate effect and invoice the Client for all works completed to that point.

18.2 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Client accrued prior to termination;

18.3 The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination; and

18.4 Where the Contract is terminated in accordance with this clause, or any other term of the Contract, the Client shall pay the Supplier, within thirty days of the date of termination of the Contract, all monies which have become payable under the terms of the Contract up until the date of termination, whether or not such amounts have been invoiced at the date of termination.

19. If any provision of the Contract or the application of such provision to any person or circumstances, shall be held invalid, the Contract shall be inapplicable to the extent of such invalidity, and the remainder of the Contract, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

20. This Contract shall be governed by and construed in accordance with the Laws of Northern Ireland and the Northern Irish Courts shall have non-exclusive jurisdiction in relation to all such matters.

# PRIVACY POLICY

Last updated March 05, 2025

This Privacy Notice for Armagh Design Ltd ('we', 'us', or 'our'), describes how and why we might access, collect, store, use, and/or share ('process') your personal information when you use our services ('Services'), including when you:

- Visit our website at <http://www.armaghdesign.com>, or any website of ours that links to this Privacy Notice
- Engage with us in other related ways, including any sales, marketing, or events

**Questions or concerns?** Reading this Privacy Notice will help you understand your privacy rights and choices. We are responsible for making decisions about how your personal information is processed. If you do not agree with our policies and practices, please do not use our Services. If you still have any questions or concerns, please contact us at [marc@armaghdesign.com](mailto:marc@armaghdesign.com).

## SUMMARY OF KEY POINTS

*This summary provides key points from our Privacy Notice, but you can find out more details about any of these topics by clicking the link following each key point or by using our [table of contents](#) below to find the section you are looking for.*

**What personal information do we process?** When you visit, use, or navigate our Services, we may process personal information depending on how you interact with us and the Services, the choices you make, and the products and features you use. Learn more about [personal information you disclose to us](#).

**Do we process any sensitive personal information?** Some of the information may be considered 'special' or 'sensitive' in certain jurisdictions, for example your racial or ethnic origins, sexual orientation, and religious beliefs. We do not process sensitive personal information.

**Do we collect any information from third parties?** We do not collect any information from third parties.

**How do we process your information?** We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and to comply with law. We may also process your information for other purposes with your consent. We process your information only when we have a valid legal reason to do so. Learn more about [how we process your information](#).

**In what situations and with which parties do we share personal information?** We may share information in specific situations and with specific third parties. Learn more about [when and with whom we share your personal information](#).

**How do we keep your information safe?** We have adequate organisational and technical processes and procedures in place to protect your personal information. However, no electronic transmission over the internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorised third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information. Learn more about [how we keep your information safe](#).

**What are your rights?** Depending on where you are located geographically, the applicable privacy law may mean you have certain rights regarding your personal information. Learn more about [your privacy rights](#).

**How do you exercise your rights?** The easiest way to exercise your rights is by submitting a [data subject access request](#), or by contacting us. We will consider and act upon any request in accordance with applicable data protection laws.

Want to learn more about what we do with any information we collect? [Review the Privacy Notice in full](#).

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## 1. WHAT INFORMATION DO WE COLLECT?

### Personal information you disclose to us

*In Short:* We collect personal information that you provide to us.

We collect personal information that you voluntarily provide to us when you express an interest in obtaining information about us or our products and Services, when you participate in activities on the Services, or otherwise when you contact us.

**Personal Information Provided by You.** The personal information that we collect depends on the context of your interactions with us and the Services, the choices you make, and the products and features you use. The personal information we collect may include the following:

- names
- phone numbers
- email addresses

**Sensitive Information.** We do not process sensitive information.

All personal information that you provide to us must be true, complete, and accurate, and you must notify us of any changes to such personal information.

## 2. HOW DO WE PROCESS YOUR INFORMATION?

*In Short:* We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and to comply with law. We may also process your information for other purposes with your consent.

We process your personal information for a variety of reasons, depending on how you interact with our Services, including:

- **To deliver and facilitate delivery of services to the user.** We may process your information to provide you with the requested service.
- **To comply with our legal obligations.** We may process your information to comply with our legal obligations, respond to legal requests, and exercise, establish, or defend our legal rights.

## 3. WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?

*In Short:* We may share information in specific situations described in this section and/or with the following third parties.

We may need to share your personal information in the following situations:

- **Business Transfers.** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

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#### **4. HOW LONG DO WE KEEP YOUR INFORMATION?**

*In Short: We keep your information for as long as necessary to fulfil the purposes outlined in this Privacy Notice unless otherwise required by law.*

We will only keep your personal information for as long as it is necessary for the purposes set out in this Privacy Notice, unless a longer retention period is required or permitted by law (such as tax, accounting, or other legal requirements).

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymise such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

#### **5. HOW DO WE KEEP YOUR INFORMATION SAFE?**

*In Short: We aim to protect your personal information through a system of organisational and technical security measures.*

We have implemented appropriate and reasonable technical and organisational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorised third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our Services is at your own risk. You should only access the Services within a secure environment.

#### **6. DO WE COLLECT INFORMATION FROM MINORS?**

*In Short: We do not knowingly collect data from or market to children under 18 years of age.*

We do not knowingly collect, solicit data from, or market to children under 18 years of age, nor do we knowingly sell such personal information. By using the Services, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Services. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we may have collected from children under age 18, please contact us at [marc@armaghdesign.com](mailto:marc@armaghdesign.com).

#### **7. WHAT ARE YOUR PRIVACY RIGHTS?**

*In Short: You may review, change, or terminate your account at any time, depending on your country, province, or state of residence.*

**Withdrawing your consent:** If we are relying on your consent to process your personal information, which may be express and/or implied consent depending on the applicable law, you have the right to withdraw your consent at any time. You can withdraw your consent at any time by contacting us by using the contact details provided in the section '[HOW CAN YOU CONTACT US ABOUT THIS NOTICE?](#)' below.

However, please note that this will not affect the lawfulness of the processing before its withdrawal nor, when applicable law allows, will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

If you have questions or comments about your privacy rights, you may email us at [marc@armaghdesign.com](mailto:marc@armaghdesign.com).

## **8. CONTROLS FOR DO-NOT-TRACK FEATURES**

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ('DNT') feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage, no uniform technology standard for recognising and implementing DNT signals has been finalised. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this Privacy Notice.

## **9. DO WE MAKE UPDATES TO THIS NOTICE?**

*In Short:* Yes, we will update this notice as necessary to stay compliant with relevant laws.

We may update this Privacy Notice from time to time. The updated version will be indicated by an updated 'Revised' date at the top of this Privacy Notice. If we make material changes to this Privacy Notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this Privacy Notice frequently to be informed of how we are protecting your information.

## **10. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?**

*If you have any questions or comments about this notice, you may contact our Data Protection Officer by post at:*

*The Data Protection Officer*

*Armagh Design Limited*

*The Breague*

*73 Lisanally Lane*

*Corporation*

*Armagh*

*BT61 7HF*

## **11. HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?**

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, details about how we have processed it, correct inaccuracies, or delete your personal information. You may also have the right to withdraw your consent to our processing of your personal information. These rights may be limited in some circumstances by applicable law. To request to review, update, or delete your personal information, please fill out and submit a [data subject access request](#).

## **Website disclaimer**

The information contained in this website is for general information purposes only. The information is provided by Armagh Design Ltd and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of Armagh Design Ltd. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, Armagh Design Ltd takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.



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