

Terms & Conditions

1. These Terms and Conditions apply to all orders and supersede all others. Our receipt of any order by you constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

2. PAYMENT TERMS

2.1 CREDIT

Unless otherwise stated on the invoice, payment is required within 14 days of the date shown on the invoice.

2.2 VAT APPLICABLE ITEMS

If VAT becomes applicable on your order after a quotation has been accepted due to changes or additions to the content, the customer is required to pay the additional amount in full.

2.3 LARGE ORDERS

Payment in advance may be required for larger orders. This requirement will be noted in our quotation.

3 OVERDUE ACCOUNTS

3.1 No goods will be delivered on accounts which remain unpaid 14 days after payment is due. We reserve the right to charge interest on overdue accounts, at the maximum rate of 8% above the Bank of England base rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.

3.2 We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or Court proceedings.

4. PASSING OF TITLE AND RISK

4.1. The risk in the goods shall pass to you on delivery.

4.2. All goods, delivered or not, remain our property until payment is received in full.

5. PRODUCTS

We reserve the right to alter any details of products advertised without notice and while every effort is made to describe goods accurately in the advertisement no warranty is given as to accuracy and no responsibility will be accepted for error or mis-scription and any resulting loss.

6. DELIVERY

6.1. Every effort will be made to deliver on time, but any delivery day specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods.

6.2. Special rush deliveries can usually be arranged but will usually be subject to additional charges (eg. rush print charges and rush delivery charges), which will be charged to you at current commercial rates.

7. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

8. CLAIMS

8.1. Claims arising from damages, delay or partial loss in transit must be made in writing to us, so as to reach us within 5 days of delivery.

8.2. All claims with regard to the quality or quantity of the goods shall be made in writing to us so as to reach us within 5 working days of receipt of goods or such goods shall be deemed to comply as to quality and quantity within the terms of the contract.

8.3. You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at time of

delivery.

9. LIABILITY

9.1. Save in so far as defects in the goods cause death injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.

9.2. We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 8.

9.3. Nothing in these terms and conditions shall affect the rights of a consumer.

10. CANCELLATION CHARGES

Please note that once any job has been approved for print cancellations are not possible and the full charge quoted for the job will apply.

11. ARTWORK

11.1 COPYRIGHT

Copyright for all artwork remains with Code Red Computing until the artwork (and media, where applicable) has been paid for in full.

11.2 ARTWORK SPECIFICATION

Once a quotation has been accepted and work has commenced, any addition or significant changes to the artwork specification (requiring one half hour or more to perform) will be charged at Code Red Computing's basic hourly rate of £35/hr.

11.3 PROOF READING

Code Red Computing accepts no responsibility or liability for any costs incurred either directly or indirectly resulting from typing errors and mis-spellings on printed materials, regardless of their origin. The customer will be given the opportunity to proof-read each job before printing commences, the customer accepts full responsibility for the accuracy and correct spelling of each job.

12. FORCE MAJEURE

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising from any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

13. MISCELLANEOUS

The contract between ourselves the Company and the Customer shall be governed by and construed in accordance with English Law.

Web Design Terms & Conditions

1. DEFINITION OF TERMS

Code Red Computing – Ashley David James Walker, 6 Portland Mews, Sandyford, Newcastle Upon Tyne, NE2 1RW trading as Code Red Computing having its principal place of business at 6 Portland Mews, Sandyford, Newcastle Upon Tyne, NE2 1RW, aforesaid

The Client - the entity which enters into a contract with Code Red Computing

Domain Name - the root address of a website, e.g. www.webaddress.com. All such names must be registered with the appropriate naming authority, which will usually charge a fee.

Downtime - time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.

Host - the company on whose system the Website physically resides.



Link, Hyperlink - a 'clickable' link embedded on a web page which may take the form of a graphic or text.

Search Engine - a website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

Website - a collection of web pages and associated code which forms an integrated presence.

The Work - the subject matter of the contract between the Client and Code Red Computing.

2. FEES

2.1 Fee Payable

A non refundable deposit of 40% of the total fee payable under the contract is due immediately upon the signing of the contract. The remaining 60% shall become due when the Work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.3 Approval of Work and Clause 4.4 Rejected Work hereof. Code Red Computing reserves the right not to begin the Work until the said deposit has been paid in full. The fee quoted in the contract does not include the cost of domain registration, hosting set up fee or hosting.

2.2 Maintenance Fees

Maintenance, if included in the contract, shall be on a month to month basis, and will be assessed on an hourly basis At £35 per hour or part thereof. No fee will be required in a month where no updating is necessary. Search engine re-submissions, other than the original submission included in the contract fee, shall be included in the maintenance fee.

3. DISCLAIMERS

3.1 Third Parties

Code Red Computing can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although Code Red Computing will endeavour to ensure that Website downtime is kept to a minimum.

3.2 Maintenance and Correction of Errors

Code Red Computing takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) attributable to Code Red Computing will be corrected free of charge, but Code Red Computing reserves the right to charge a reasonable fee for correction of errors for which Code Red Computing is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to Code Red Computing by the Client.

3.3 Extent of Work

Installation on the Internet is limited to the uploading of all necessary files to the Host, and testing of functionality. No registration of the Website with Search Engines will be undertaken unless otherwise agreed with the Client.

3.4 Consequential Loss

Under no circumstances will Code Red Computing be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure.



3.5 Status and Duration of Offers

Proposals and offers are valid for a period of one month from the date issued unless otherwise stated in writing. Code Red Computing is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable must be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within one month of the offer being made, the offer is deemed to have expired.

3.6 Search Engine Listings

Code Red Computing does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not Code Red Computing who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that a new website may never even appear on Search Engines at all. Code Red Computing does not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

4. COMPLETION OF WORK AND PAYMENT

4.1 Completion of Work

Code Red Computing warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. Code Red Computing will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. Code Red Computing will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client.

4.2 Supply of Materials

The Client is to supply all materials and information required for Code Red Computing to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, Code Red Computing has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, Code Red Computing has the right to invoice the Client for any part or parts of the Work already completed.

4.3 Approval of Work

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify Code Red Computing, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to Code Red Computing as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the 60% balancing payment under Clause 2.1 Fee Payable will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

4.4 Rejected Work

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by Code Red Computing to remedy any points reported by the Client as unsatisfactory, and Code Red Computing considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and Code Red Computing can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

4.5 Payment

Upon completion of 7 day review period, Code Red Computing will invoice the Client for the 60% balancing payment in accordance with Clause 2.1 Fee Payable hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 21 days of the date that the invoice was issued.

4.6 Remedies for Overdue Payment

If payment has not been received by the due date, Code Red Computing has the right to suspend ongoing work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 28 days after the invoice date, Code Red Computing has the right to replace, modify or remove the Website and revoke the Client's licence of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, Code Red Computing does not remove the Client's obligation to pay any outstanding monies owing.

5. INTELLECTUAL PROPERTY

5.1 Offers and Proposals

Offers and proposals made by Code Red Computing to potential clients should be treated as trade secrets and remain the property of Code Red Computing. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from Code Red Computing. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

5.2 Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to Code Red Computing for inclusion on the Website. The conclusion of a contract between Code Red Computing and the Client shall be regarded as a guarantee by the Client to Code Red Computing that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of Code Red Computing and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

5.3 Domain Name

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify Code Red Computing, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

5.4 Licensing

Once Code Red Computing has received full payment of all outstanding invoices and the Work has been approved by the Client in accordance with Clause 4.3 hereof, the Client will be granted a licence to use the Website and its contents.

5.5 Trade Secrets

Any code that is not freely accessible to third parties and not in the public domain, and to which Code Red Computing or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from Code Red Computing. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which Code Red Computing or their suppliers owns the copyright. Code Red Computing acknowledges the intellectual property rights of the Client. Information passed in written form to Code Red Computing, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

6. RIGHTS AND RESPONSIBILITIES

6.1 Right to Terminate

Code Red Computing reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable.

6.2 Events Beyond the Control of Code Red Computing

Code Red Computing will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of Code Red Computing.

6.3 A link to <http://www.coderedcomputing.co.uk> will be included in small print at the bottom of every page of your website and will include no more than 5 words. This link must not be removed or altered in any way.

6.4 Supply and Pricing of Services

Code Red Computing reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.



7. INTERPRETATION

7.1 Jurisdiction

This Agreement shall be governed by the laws of the United Kingdom which shall claim venue and jurisdiction for any legal action or claim arising from the contract between Code Red Computing and the Client. The said contract is void where prohibited by law.

7.2 Survival of Contract

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

7.3 Change of Terms and Conditions

These terms & conditions may change from time to time. The Client will be informed of revisions as and when they are issued.

Standard Terms and Conditions v1 1st January 2009