

TERMS AND CONDITIONS

1. Definitions

"THE COMPANY" shall be defined as Ben Waller Web & Print Designer.

"CLIENT" shall be defined as the person or company with whom goods and services are to be supplied to.

"Goods and/or Services" shall be known to be any item which the company supplies to any of its clients for which it is agreed that charges may or may not be applicable, without limitation this includes administrative charges, consultancy fees, server hosting, sub-contractual charges, advance service charges and outside registration fees.

2. General Working Agreement

This document defines the terms and conditions of our working relationship. All Goods and/or Services that THE COMPANY may be contracted to produce or provide for CLIENT will be subject to the following:

3. Authorisation

The CLIENT is engaging THE COMPANY, as an independent contractor for the specific project of designing and creating web based media and/or print based media.

The CLIENT also agrees to allow THE COMPANY to use screenshots of the website and other materials as a reference in advertising and marketing material.

4. Formation of Contract

By default, THE COMPANY shall deem that a contract for any Goods and/or Services is in effect when asked to carry out any work for the client.

THE COMPANY may require written confirmation of any work to be carried out.

THE COMPANY may provide a written quotation subject to acceptance by the client at the request of the client.

THE COMPANY reserves the right to vary the quotation at any time should the client make changes to any requirements of work to be carried out.

5. Fees

The CLIENT will receive a proposal/estimate outlining the details of the Goods and/or Services requested.

Concept revisions or extensive alterations sometimes makes it impossible to accurately estimate in advance the total cost of our Goods and/or Services.

For example if the CLIENT orders the 4 page website package from £399 and then desires additional standard web pages beyond the original number of specified in this CONTRACT, the CLIENT agrees to pay £75.00 per additional standard web page. There will be no reduction in cost if the client chooses to reduce the number of pages once development has commenced. Payment for additional work is due on instruction.

We will begin work upon CLIENT'S approval of the proposal/estimate. Your signed proposal/estimate will constitute an agreement between us.

6. Payments

CLIENT agrees to pay THE COMPANY in accordance with the terms specified in each proposal/estimate. The

CLIENT will be required to pay 25% of the project cost before work can begin.

All invoices raised by the company shall become due for payment to be received 28 (twenty-eight) days following the date of invoice unless consent is expressly given in writing to the client for an extension of this period.

Payment by bank transfer, cheque or cash is acceptable. Only once a payment is cleared funds will it be deemed received.

7. Late Payments

Invoices which are overdue for a period in excess of 14 (fourteen) days will be charged interest at 18% APR.

THE COMPANY reserves the right to remove web pages and websites from viewing on the Internet and block email accounts until final payment is made. In case collection proves necessary, the CLIENT agrees to pay all fees incurred by that process.

At the Company's sole discretion a Statutory Demand under Section 123 (1)(a) or 222(1)(a) of the Insolvency Act 1986 may be issued for non-payment for Goods and/or Services delivered.

If this remedy does not satisfactorily resolve any non-payment then a "Winding Up Order" may be issued in accordance with the relevant Acts of Parliament such as the Insolvency Act 1986, the Insolvency Rules 1986, Council Regulations (EC) No. 1346/2000 ('the EC Regulation') and the Companies Act 1985.

8. Copyright & Trademarks

CLIENT agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. You are responsible for all trademark, copyright and patent infringement clearances. You are also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare.

9. Errors & Omissions

It is the CLIENT'S responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. THE COMPANY is not liable for errors or omissions. Your signature or that of your authorised representative is required on all mechanicals or artwork prior to release for printing or other implementation.

10. Telecommunications

CLIENT shall pay for all transmissions charges. THE COMPANY is not responsible for any errors, omissions or extra costs resulting from faults in the telephone, cable, satellite network or from incompatibility between the sending and receiving equipment.

11. Termination of Contract

Any contract formed between THE COMPANY and the CLIENT shall be mutually binding to the terms and conditions set out within this document.

If you choose to terminate your contract, THE COMPANY will retain THE CLIENT'S 25% deposit and invoice for any work carried out and any external service of goods bought on behalf of the CLIENT, for or related to the provided service.

The CLIENT shall assume responsibility for all collection of legal fees necessitated by default in payment.

THE COMPANY reserves the right to cancel your contract at any time without prior written notice of such upon finding that any of the terms and conditions set out herein this document or any subsequent revisions thereof have been broken.

12. Privacy Policy

THE COMPANY operates a closed policy on publicity and distribution of information and will not at any time divulge your name, address, telephone number, account details or electronic mail address to any non-legal third party and will only divulge your information to any legal establishment where it is deemed to be in the best interests and operation of the company.

13. Data Integrity & Liability

Under normal contractual service circumstances, THE COMPANY provides no warranty or accepts any liability for any data either lost or damaged which is stored on any of the company's or client's equipment. It is the responsibility of the client to keep security copies of information.

14. Rights of Ownership

Copyright to the finished, assembled work of web and print based media produced by THE COMPANY are owned by THE COMPANY. Upon full and final payment of this CONTRACT, the CLIENT is assigned rights to use as a website, the design, graphics and text contained in the finished, assembled website. Rights to photos, graphics, source code, work-up files and computer programs are specifically not transferred to the CLIENT, and remain the property and copyright of their respective owners.

Re-selling, distributing or re-using any templates, source code, designs, layouts, or graphics is prohibited without the prior written permission of THE COMPANY and/or the respective owners. The CLIENT is assigned the rights to use the Goods and/or Services for the purpose of one project only. The CLIENT may keep one backup copy for recovery purposes only.

Modification of the template by the client or a 3rd party does not effect these terms.

Title of goods (including documentation, electronic or otherwise) shall not pass from the THE COMPANY to CLIENT until such time as any outstanding monies are paid in full or disputes resolved.

15. Disputes

At all times in any disputes, THE COMPANY'S decision is final and will not be subject to outside adjudication by other parties.

16. Law

These terms and conditions are formed under the laws of the United Kingdom and any legal claim shall be made in a court or via the legal system of the United Kingdom.

17. Changes to Terms

THE COMPANY at all times reserves the right to change the terms and conditions set out herein this document without prior written notice to any of its CLIENT'S and any subsequent changes will become applicable immediately. No claims will be entered into which may not have been applicable in previous revisions of this document which are subsequently made provision for. Any claims by any CLIENT will only be acceptable on

grounds outside the current revision of this document. THE COMPANY will at all times where reasonably possible make available for viewing its terms and conditions through its website (www.ben-waller.co.uk).

18. Entire Understanding.

This CONTRACT constitutes the sole agreement between THE COMPANY and the CLIENT regarding the Goods and/or Services. It becomes effective when the CLIENT instructs THE COMPANY to commence work. This CONTRACT shall be governed and construed in accordance with the laws of the United Kingdom. The parties agree that if any part, term or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.