

## **Red Leaf Design - Terms & Conditions**

The following terms and conditions apply to all web site development and hosting services offered by Red Leaf Design.

By accepting a quote either verbally or in writing or by ordering a product from Red Leaf Design you are agreeing to the following terms and conditions.

### **1. General Terms**

1. All prices are VAT Free.
2. Quotes are valid for 28 days.
3. It is the responsibility of the client to ensure that any web site is lawful, does not infringe any copyright or any other laws. It is also the customer's responsibility to carry out any market research as to the viability and profitability of any project before accepting any quote.
4. We reserve the right to refuse to construct a web site that we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.
5. The acceptance of a commission quote either verbally or in writing shall be deemed as a contractual agreement between the client and Red Leaf Design.
6. At project acceptance Red Leaf Design can provide an estimated completion date, however we cannot guarantee this date as a final completion date.
7. A deposit of no less than 40% of the total quoted price must be provided in advance of project commencement. Further amendments to the overall design and content of pages may be charged for at the standard hourly studio rate. Red Leaf Design will place the client's web site design on a demonstration server in order that the client may view and comment upon the project.
8. Once a commission has commenced it will be completed using the information, data, text and images provided at project commencement or during the design phase and prior to agreeing the overall design and layout. Once the work has been completed the project will be presented to the client who may make any changes to design and content he wishes. Once the launch date has been agreed a further 40% of the total quoted price is required in advance. Once the site is online the final invoice will be presented. Payment in full is required within 28 days of launch, to include any additional charges for additional work carried out and previously agreed.

9. Red Leaf Design reserve the right to alter our prices at any time without prior notice. If a quote at an original price has been made it will be valid for 28 days and subsequently during the life of the current commission, however additional work may be charged for using the new pricing structure.
10. A client's site will be hosted once approval of the design and content is given however we reserve the right to remove the site at any time until the invoice is paid in full.
11. When a quote has been accepted and a developed project approved by the client the invoice must be paid within 28 days regardless of the amount of content that the client still has to provide to Red Leaf Design.
12. Content or features listed in the original quote but not provided during the development phase by the client will be added at any time in the future, however invoices must be paid in full including sections which the client still has to provide content for.
13. All material, both text and images, supplied by the client and used in the construction of the client's web site, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.
14. The copyright for all material provided by Red Leaf Design, such as source code, graphics, photographs video, animation and text, will remain the property of Red Leaf Design until such time as payment has been made in full whereupon they will become the property of the client.
15. On all Red Leaf Design projects every effort is made to display the pages acceptably on most popular browsers currently available, however we cannot accept responsibility for pages which don't display properly on versions of browsers released after the project is completed.
16. The client is ultimately responsible for checking the correctness of the site before they give Red Leaf Design the go ahead to make the site publicly available.
17. When a client agrees that a site can be made publicly available they are agreeing that the design and development of the site has satisfied all their requirements.

## **5. Withdrawal of Service**

Red Leaf Design has the absolute right to withdraw its services and cancel any contracts with the client at any given time. Red Leaf Design shall issue notice of such action in writing.

## **6. Data Integrity & Liability**

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

Red Leaf Design may provide a chargeable service to its clients whereby security copies of information will be made to recordable compact discs / DVD's which may be stored by Red Leaf Design or sent to the client to be stored at his/her premises or any other such third party appointed by the client.

## **7. Intellectual Property**

Where Red Leaf Design undertakes to provide intellectual services to the client, it agrees that the intellectual property of any software or documentation written for the client either carried out remotely or at the client's premises shall remain with the client once any and all invoices for such work are settled with the following reservations:

Red Leaf Design has the right to make a final backup of any work carried out for the client at the conclusion of the service.

Red Leaf Design may provide during the course of the service any modules, applications or software code that it has previously developed which is central to the development and conclusion of any project or service. The rights to re-use, modify, redistribute, make publicly available any such items will remain with Red Leaf Design at all times.

The client shall, without hindrance, be allowed to retain and use any such modules.

Red Leaf Design reserves the right to deliver any pre-existing software in an encrypted format.

Red Leaf Design reserves the right to licence the use of any pre-existing software to the client which may at Red Leaf Design's discretion contain time or limitation of use software. Red Leaf Design shall notify the client of any such provisions in writing at the onset or during the course of the contract.

Red Leaf Design reserves the right to re-use any central items of a similar nature developed for the client in any other contract it undertakes.

Red Leaf Design shall at its discretion, provide upgrades to such central modules or applications as they become available.

## **8. Formation of Contract**

By default, Red Leaf Design shall deem that a contract for any form of service is in effect when asked to carry out any work for the client.

Red Leaf Design may require written confirmation of any work to be carried out.

Red Leaf Design may provide a written quotation subject to acceptance by the client at the request of the client.

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

## **9. Termination of Contract**

Any contract formed between Red Leaf Design and the client shall be mutually binding to the terms and conditions set out within this document. Any subsequent misuse of equipment, or non compliance with any of the regulations and terms as set out, shall result in termination of contract or suspension of service, with special inclusion to those details as set out in section 10.

If you choose to terminate your contract, Red Leaf Design will invoice for any work carried out plus any expenses and handling charges incurred to that time Termination charges for intellectual services will include up to 50 (fifty) percent of the outstanding contract balance.

Red Leaf Design 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 here in this document or any subsequent revisions thereof have been broken.

## **10. Privacy Policy**

Red Leaf Design 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 Red Leaf Design.

## **11. Loss of Service**

Red Leaf Design accepts no liability for any loss of service, unavailability of files, damage to data, misuse of equipment by 3<sup>rd</sup> parties, failure of any externally managed equipment or communications

## **13. Title of Goods**

Title of goods (including documentation, electronic or otherwise) shall not pass from Red Leaf Design to client until such time as any outstanding monies are paid in full or disputes resolved.

## **14. Disputes**

At all times in any disputes, Red Leaf Design's decision is final and will not be subject to outside adjudication by other parties.

## **15. 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.

## **16. Changes to Terms**

Red Leaf Design 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 clients 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. Red Leaf Design will at all times where reasonably possible make available for viewing its terms and conditions through its corporate website.

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## **17. Payment**

All invoices raised by Red Leaf Design 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 or terms of any account facility between the company and the client.

Late payments will be charged interest at our rate of 8.5%.

Any payment returned by the bank will incur a £25 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the customer.

Any external service or supply of goods bought on behalf of the client, for or related to the provided service shall be passed through to the client at full cost.

The company reserves the right to pass on any excess charges it receives for late payment of invoices for services or goods supplied to the client including any interest charges from banks or other financial institutions.

5. We accept payment by cheque or bank transfer.

## **18. Hosting, support and updating service agreements**

1. Red Leaf Design offer annually renewable packages of hosting and updating service agreements which can be purchased as part of a package or separately. These include hosting, content updating and search engine submissions.

2. These packages are quoted for either on application or at time of quoting for a full project.

3. Hosting, support and updating services are annually renewable, package start dates are based on when the package or domain name is first registered and not when the web project goes live.
4. Our content update service refers to any content, photographs or text which replaces any current content. It does not extend to producing new sections or pages unless otherwise noted.
5. Quoted prices generally stay the same year on year but can change depending on the amount of content updated, additional sections added, bandwidth, or web space used.
6. Monthly we submit clients' sites to search engines however, we cannot guarantee inclusion or accept responsibility or liability if any search engine, online directory or search site, submitted to as part of a web site promotion commission, chooses not to list a client's web site.
7. Hosting support and updating packages are renewed annually, invoices are provided approximately one month before the renewal date, however or usual payment terms apply from the invoice date.
8. Customers wishing to cancel a hosting, support or updating package must inform us before the invoice date otherwise full annual payment will be required.
9. No partial refunds will be given for hosting, servicing or updating packages cancelled during the current agreements time period.
10. While we and our hosting partners take many steps to ensure that clients sites are always backed-up it is the client's responsibility to inform us when they make a change to the site so that we can then backup that specific part. For example databases of database driven sites.

## **19. Visits to clients premises**

1. We will visit any premises in Chichester and Midhurst at no charge for a no obligation consultation. Any further visit may be charged at our mileage rate of 45 pence per mile return at our discretion.
2. Any additional meeting time required for a web development project will be included in the initial quoted price, the client will not be charged any extra. Any time spend on any other job, for example computer setup / repair may be charged at our current hourly rate, per hour at our discretion.

*By agreeing to these terms and conditions your statutory rights are not affected.  
Red Leaf Design will reserve the right to alter any of the above terms and conditions at any time.*