FUTURECLIENT

TERMS AND CONDITIONS

DEFINITION OF TERMS

THE COMPANY

Futureclient Ltd: Unit 2, Farthingmead, Lower Union Road, Kingsbridge, Devon TQ7 1EF. Company number: 06875586.

THE CONDITIONS

The terms and conditions of the Company relating to the supply of Goods and/or Services.

THE CONTRACT

The arrangement between the parties for the sale and purchase of Goods and/or Services from the Company.

THE CUSTOMER

The person, business or client purchasing Goods and Services from the Company.

THE GOODS

Comprises without limitation any website, website hosting, domain names, copy writing, design, illustration, stationery, printing, photography, point of sale, exhibition materials, clothing or creative execution.

THE SERVICES

Means the provision by the Company of the services without limitation of website creation; designing; all creative work, artwork, printing, typesetting and sign writing.

THE ORDER

The order placed by the customer for the supply of the Goods and/or Services.

SUBSIDIARY OR ASSOCIATED COMPANY

Any such subsidiary or associated company of the Company as defined by Section 736 of the Companies Act 1985.

1. ACCEPTANCE OF QUOTATIONS AND SUPPLY OF MATERIALS

1.1 The Company's quotations and estimates are without commitment. Signed orders or email acceptances are confirmations in writing of a quote being accepted. Verbal acceptance of quotes, over the telephone or in person, also constitutes placing an Order. Receipt of an Order from the Customer constitutes acceptance that the Company's conditions are the only conditions that apply to the Contract. In addition, payment of the first invoice by you, constitutes your acceptance of our terms and conditions.

1.2 Orders are accepted subject to our right to adjust prices due to an increase in wages, taxation, production costs or other reasonable increases. You will be made aware of any adjustment in price immediately. The Company will carry out work specified within the quotation document. Quotations are valid for 30 days and all prices are subject to VAT.

1.3 The Customer is to supply all materials and information required for the Company to complete the Order 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 Customer's failure to supply such materials leads to a delay in completion of the work, the Company has the right to extend previously agreed deadlines for the completion of the Order by a reasonable amount. Where the Customer is unable to supply the materials in the required format to progress the Order, additional charges may apply. Where the Customer's failure to supply materials prevents progress on the Order for more than 21 days, the Company has the right to invoice the Customer for any part or parts of the Order already completed.

2. PRICES

2.1 The Company may increase the prices to be charged to the Customer for its Goods or Services from time to time and will advise the Customer accordingly.

3. PAYMENT

3.1 The Customer shall make payment in full without any deduction or withholding on any account within 14 days of the date of the invoice.

3.2 If payment has not been received by the due date, The Company has the right to suspend on-going work for the Customer until such time that full payment of the outstanding balance has been received. If full payment has still not been received 21 days after the due date, the Company has the right to revoke the Customer's Order until full payment has been received. By revoking the Customer's Order (including the removal of a website from the Internet), the Company does not remove the Customer's obligation to pay any outstanding monies owing. If payment is not received in full after a further 30 days, the Customer shall pay interest on the unpaid amount at a rate per annum which is 4% above Bank of England base lending rate.

3.3 The Company reserves the right to issue stage or advance invoices on jobs lasting more than one month or on jobs that are unusual in scope or size. This includes the design and construction of a website.

3.4 If payment is to be made by instalments, for example, for the design and construction of a website, the Company shall be entitled to invoice for each instalment of the Order as and when that instalment is completed. Payment will be due as laid out in 3.1. Failure of the Customer to pay an instalment on time may entitle the Company to treat such failure as a repudiation of the whole Contract by the Customer and to recover damages for breach of contract.

3.5 All website invoices must be paid in full prior to the website going live. The Company recognises that Customers may be unable to provide all content at the time of website build completion. This does not mean that the Order is incomplete. Once the Customer's website is built and ready to go live, whether it has placeholder images or dummy text, the Company can issue its final invoice.

3.6 The Company reserves the right to defer without penalty delivery of any Goods which have been ordered by the Customer or defer supply of any Services which have been ordered by the Customer for so long as any amounts remain overdue for payment or any credit limit is exceeded.

3.7 Variances are defined as additional requests falling out of scope of the original brief. For example, a sitemap, design or website has been signed off and change requests are made after that point. Variances will be charged at the price ruling at the date of delivery and will be in addition to the quoted price. Variances are likely to impact on the Customer's project timeline.

3.8 Customers must raise objections to invoices within 48 hours of the date of the invoice. Any failure to object within this period is deemed as acceptance of the invoice.

3.9 Payment is currently acceptable by BACS, CHAPS transfer, Credit/Debit Card, cheque or cash.

4. PERFORMANCE

4.1 Although the Company will endeavour to meet the Customer's delivery or completion requirements the Company will be under no obligation to deliver Goods or supply Services by any specified date. Delivery and completion dates quoted by the Company or included in the Contract are given in good faith but are estimates only and without engagement.

4.2 The Company may suspend or cancel the whole or any part of the Contract should circumstances occur beyond its control, including damage to or loss or failure of machinery including software and hardware; electrical failure; fire; flood or other natural events beyond the Company's control. If the Company exercises its right of suspension, the customer may within 7 days cancel any remaining part of the Contract upon payment of all or any expenses incurred by the Company to date, together with its proper and reasonable charges for work done and services provided up to and including the date of suspension. The Company will have no liability for any such suspension and on any such cancellation.

4.3 The Company may at its discretion, employ, instruct or entrust others with instructions or orders placed with the Company to perform part or all of the Services. In this event, the Customer will be bound by the terms and conditions set out here.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Company alone will own the Intellectual Property (IP) for all materials (including designs, illustrations, documents, plans, prototypes, schemes, proofs, photographs or other relevant creative material) produced by the Company when tendering for the Customers commission.

5.2 The Customer 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 the Company for inclusion on the Order. The conclusion of a contract between the Company and the Customer will be regarded as a guarantee by the Customer to the Company that all such permissions and authorities have been obtained and that the inclusion of such material on the Order would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Customer removes the legal responsibility of the Company and indemnifies the same from any claims or legal actions however related to the content of the Customer's Order.

5.3 Any Domain Name obtained will belong to the Customer. The Customer agrees to indemnify the Company, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the IP rights of a third party. The Customer warrants that the domain name sought is not a trademark of a third party.

5.4 Once the Company has received full payment of all outstanding invoices and the Order has been approved by the Customer in accordance with Clause 3.1 hereof, the Customer owns the IP of the fulfilled Order. In the case of a Website, the Customer will be granted a licence to use the site and its contents.

5.5 Any website code that is not freely accessible to third parties and not in the public domain, and to which the Company 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 the Company. Unless previously agreed otherwise in writing, no modifications may be made by the Customer or any third party to website code to which the Company or their suppliers owns the copyright.

5.6 The Company acknowledges the IP rights of the Customer. Information passed in written form to the Company, and that the Customer 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 Customer.

6. DELIVERY, DAMAGE & DEFECTS

6.1 The Customer will inspect the Goods immediately upon delivery and will within 7 days of delivery give notice in writing to the Company if it is alleged that the Goods are not in accordance with the Contract. Any claim made outside 7 days will not be accepted.

6.2 The Customer will in respect of alleged visible damage to the Goods at the time of delivery make a note of the alleged damage on the packing/delivery note submitted with the Goods and shall additionally within 7 days give notice in writing to the Company of such alleged damage.

6.3 Any finished printed matter or Goods will be inspected by the Customer upon delivery, and all visible errors will be notified to the Company with 7 days of delivery.

6.4 If the customer fails to give notice as required in 6.1, 6.2 and 6.3, the Goods will be deemed in all respects to be in accordance with the Contract and the Customer will be deemed to have irrevocably and unconditionally accepted the Goods as being completely satisfactory.

6.5 In case any claim lies against the Company for non-delivery or short delivery of Goods whatever the cause, the Company will not be liable for more than the invoice value of the items in question nor for any indirect or consequential loss or damage.

6.6 The Company will not be liable for any loss, cost, damage or expenses suffered by the Customer, or any other person or Company affected whether directly or indirectly, out of any failure to meet an estimated delivery date.

6.7 The Company is not liable for the functionality or maintenance of a website once the Contract has been fulfilled, unless a maintenance or website hosting contract is in place. Errors (technical and typographical) attributable to the Company will be corrected free of charge. The Company reserves the right to charge a reasonable fee for errors that are not the Company's responsibility, including but not limited to malicious modification of the Website by a third party and errors contained in materials supplied by the Customer to the Company.

6.8 Under no circumstances will the Company be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of website or third party software. Subject to a website contract, (as in 6.7) the Company ensures that the Customer's website is regularly backed up. However, the Customer should ensure a contigency plan is in place to minimise possible losses as a result of software failure.

6.9 The Company does not guarantee listings on Search Engines (SE) and the Customer accepts that it is SE's and not the Company that will determine whom the SE lists and whom they will not. The Customer further understand that there is no guaranteed placement or rank on SE's and that a new website may never appear on SE's at all. The Company does not control SE algorithms and enormous shifts and variances can take place daily, weekly and even hourly.

7. SUSPENSION AND TERMINATION

7.1 The Company will be entitled without prejudice to suspend or terminate this agreement at any time. In particular this will apply if:

7.1.1 The customer exceeds any credit limit or breach any credit terms imposed by the Company; or

7.1.2 There is any serious or continuing breach of this agreement by the customer; or

7.1.3 The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order, becomes bankrupt or goes into liquidation; or

7.1.4 The Customer ceases, or threatens to cease, to carry on business; or

7.1.5 The Company reasonably ascertains that any of the events mentioned above is about to occur in relation to the customer and notifies the customer accordingly.

7.1.6 The Company reasonably believes that Customer, or any of their material related to the Order, is illegal, immoral or otherwise unacceptable.

8. CUSTOMER PROPERTY

8.1 The Company will retain possession of all Goods and materials relating to the Contract for a period not exceeding six months after completion of the Contract unless otherwise agreed in writing.

8.2 Any copy, artwork, designs, plans, photographs, proofs or other material made available to the Company by the Customer will be held by the Company at the Customer's risk. The Company will not be liable to the Customer for any loss or damage to such materials.

8.3 The Customer will be soley responsible for taking legal or other advice as may be appropriate concerning the legality of schemes, designs, promotions, services, digital or printed matter relating to or independent of goods or services produced by the Company on behalf of the Customer.

9. GENERAL

9.1 This Contract may be terminated by either the Company or the Customer providing written notice of 30 days is given. Upon cancellation of any Order, the Company reserves the right to invoice for all work completed in relation to the Order, including any third party costs, prior to termination of the Contract.

9.2 The Company can take no responsibility for services provided by third parties, via the Company or otherwise. This includes the hosting of Customer websites, although the Company will endeavour to ensure that downtime of any website is kept to a minimum.

9.3 The Company does not implicitly offer exclusivity to any Customer for their defined industry. If this is required, an acceptable fee and reasonable duration period will be negotiated on a case-by-case basis.

9.4 The Company warrants and represents to the Customer that it will perform its obligations under these Terms & Conditions with reasonable skill and care.

9.5 The Company reserves the right to make changes to these Terms & Conditions and any adjustments will be provided in writing to the Customer.

10. RELATIONSHIP OF THE PARTIES

10.1 Both the Company and the Customer are independent contractors under these conditions and the parties acknowledge that neither of them is an agent or partner of the other for any purpose and that each of them is entirely without authority to act on behalf of the other in any manner. The Company will not be responsible to third parties for any claim arising out of the activities of the Customer.

11. GOVERNING LAW

11.1 These terms and conditions of sale will in all respects be governed by and constructed in accordance with English Law.

FUTURECLIENT

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