



## **General Terms & Conditions**

Nine Four Ltd - Registered in England and Wales No. 9394378.

Registered Office - 2 Old Bath Road, Newbury, Berkshire, RG14 1QL

Studio - 12 Lingfield Road, Newbury, Berkshire, RG14 7SE.

Last Updated: 12/02/2015

## **1. Summary:**

We will always do our best to fulfill your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if anything should go wrong. In this contract you won't find complicated terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties though, now and in the future.

## **2. In short**

In notifying us either verbally or electronically that you would like us to carry out the work outlined in the estimate or proposal you have received you are hiring us (Nine Four Ltd) located at '12 Lingfield Road, Newbury' to complete the work as outlined in the estimate or proposal.

### **2.1. What do both parties agree to do?**

As our customer, you have the power and ability to enter into a contract on behalf of your company or employer. You agree to provide us with everything that we need to complete the project including text, images and other information as and when we need it, and in the format that we ask for where possible. You agree to review our work and provide feedback and approval in a timely manner. Deadlines work both ways so you will also be bound by any dates that we set together. You also agree to adhere to the payment terms set out at the end of this contract.

We have the experience and ability to deliver upon the requirements that you have provided to us and we will carry the work out in a professional and timely manner. We will endeavor to meet all the deadlines set but we can't be responsible for a missed deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. We also agree to maintain the confidentiality of any information that you provide us with.

## **3. In detail**

### **3.1. Changes and revisions**

Although we may have provided you with a fixed price estimate we are aware that projects often evolve during development and we don't want to limit your options or the opportunity for you to change your mind during that process.

The estimate that we have provided you with is based upon the number of hours or days that we feel we'll need to accomplish everything that you have outlined in your brief. If you do want to change your mind, add extra pages or functionality, that won't be a problem. We can either charge you for the additional work at our standard daily rate or put together a fixed price estimate for that additional aspect of the job. We will always ask you to put change requests and approval against additional work in writing so we can all keep track of where we are.

#### **3.1.1. Acceptance**

In order for us to deliver the finished work you will need to provide us with email confirmation of your acceptance that the work identified in the estimate has been completed to a satisfactory level.

The warranty on the work completed will become effective as of the date of acceptance.

### **3.1.2.Warranty**

We provide a 3 month warranty which becomes effective immediately after you indicate acceptance of the work that we have carried out for you and we have delivered that work. The warranty provides you with cover for faults or errors that are directly related to the work that we have undertaken for you. The warranty does not cover faults or errors that are manifested in browsers or email clients that were not included in the compatibility checklist (Unless explicitly specified elsewhere in the estimate or proposal) or faults or errors arising from or caused by your hosting provider or customer error.

### **3.1.3.Technical support**

If you have chosen to host the website yourself then any updates to, and management of that server, plus any support issues relating to it will need to be directed to your hosting provider.

### **3.1.4.Complaints Procedure**

If you are unhappy with any part of the service we have provided we would ask that you make us aware of the issue as soon as possible in order that we can rectify it. If you are still not satisfied with the service we have provided or our proposed resolution we would ask you to put an official complaint in writing. This can be in email form ([complaints@ninefour.co.uk](mailto:complaints@ninefour.co.uk)) or a printed letter addressed to 'The Managing Director, Nine Four Ltd, 12 Lingfield Road, Newbury, Berkshire, RG14 7SE.

### **3.1.5.Legal**

We can't guarantee that the work that we have delivered for you will **always** be error-free due to the ever changing specification of operating systems, web browsers and email clients and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate the deliverable, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

### **3.1.6.Copyright**

You guarantee to us that any copy, graphics, photos, designs, trademarks, or other artwork that you provide to us for inclusion in the work that we are carrying out for you are either owned by you or have been licensed to you for use on the website.

#### **Following receipt of full and final payment, copyright is automatically assigned as follows:**

You own the graphics and other visual elements that we create for you as a part of undertaking the work outlined in the estimate or proposal. We will provide you with a copy of all files and you should ensure that these are stored in a safe location. We are not required to keep these files ourselves for an indefinite period or provide any native source files that we used in making them.

You retain copyright over any photographs, imagery or other data that you provide us with, assuming that you were the original copyright holder. We own the code, scripts, HTML markup, CSS, PHP, JavaScript, ActionScript and other code and we license it to you for use in respect to this

project only.

We reserve the right to display and link to your completed project as a part of our portfolio and to write about the project online and in printed publications unless agreed otherwise.

### **3.1.7.Payment**

We are sure you understand how important it for us as a small business that you pay the invoices that we provide you with on time. We usually produce invoices on the last working day of each month. Our payment terms are 14 days and payment is accepted via BACS transfer only. Please refer to the estimate or proposal that we have provided you with for details of a payment schedule where relevant.

If you fail to pay an invoice on time we may:

1. cease work on any ongoing projects which you are undertaking with us.
2. exercise our statutory right to claim interest and compensation charges under the Late Payment of Commercial Debts [Interest] Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. Compensation charges range from £40 to £100 depending on the sum total of the outstanding invoice and interest is charged at 8% above the Bank of England base rate on the day the invoice becomes overdue.

### **3.1.8.Small print**

You cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place. Although the language of this contract is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English courts.