

# Terms and conditions

## Definition of terms used throughout this document.

The owner of this web site is Yellow Circle Web Solutions Limited whose address is 40 Farnworth Road, Meir Hay, Stoke on Trent, Staffordshire ST3 5TR ('Yellow Circle Web Solutions Limited'/'we'/'us'/'our'/'the supplier'/'The Company'). Registration number: 5707449.

The client ('you/') is any individual or organisation that enters into a written contract with us in relation to the products and services we provide.

A Third party ('third party'/'them'/'sub contractor') is any individual or organisation that is not the client or an employee in the client's organisation or business or is not an employee of Yellow Circle Web Solutions Limited.

## 1. Suppliers Responsibilities

(a) The Supplier will liaise with Yellow Circle Web Solutions Limited in developing the new website project with a completion date being detailed on the client invoice.

(b) The Supplier will keep all information private and confidential in accordance with The Data Protection Act 1998.

(c) The Supplier will adhere to reasonable guidelines set out by the client for testing and site launch applications.

## 2. Client Responsibilities

(a) The client must comply with the fact that the Supplier's ability to provide the services is dependent on the full and timely co-operation of the client (of which the client will provide).

(b) The client must also disclose any information that will affect the outcome of the project.

(c) The client will provide any and all reasonable information, data and documentation to complete the services agreed upon. Site content including, but not limited to text and images must be supplied in electronic format wherever possible by the client.

(d) The client will provide additional costs and expenses incurred by the supplier as a result of a breach of any points laid out in this document.

(e) Once a completion date has been agreed upon between Yellow Circle Web Solutions Limited and the client, the client must pay the full balance of the project regardless of lack of completion due to the client's breach of terms and conditions laid out in this document.

(f) If the client fails to pay any amount payable under this agreement, the supplier shall be entitled, but not obliged, to charge the client interest on the overdue amount. The Supplier is entitled to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998.

(g) The client shall keep all materials confidential in accordance with The Data Protection Act 1998.

### **3. Design of the Site**

(a) Once the Supplier has completed the look and feel of the template for the design of the website, the customer must sign the design sign-off form provided by the Supplier. Any amendments to the design template will, at the Supplier's discretion, incur further charges once the design has been signed off.

(b) If the customer fails to respond to any requirement from the supplier in relation to the visual design of the website within 10 working days, then the Supplier will assume that the site is acceptable and continue with the project.

(c) Any payments due once the design has been signed off, must be settled in full before continuing with the project.

### **4. Development and acceptance of the Site**

(a) Once the Supplier has completed the development of the site, as detailed on the client invoice, the supplier shall run acceptance tests.

(b) The acceptance tests shall test the compliance of the site with the site brief detailed in the client invoice.

(c) Once the Supplier has completed the acceptance tests, the client will be notified via e-mail or telephone call.

(d) If any failure to pass the acceptance tests results from any defect which is caused by an act or an omission of the client, the client may be required to pay for additional support and services from the Supplier. The Supplier will provide reasonable assistance to the client but is not responsible for the failure of acceptance tests due to client omissions or acts.

(e) Acceptance tests will be deemed successful in the following events;

- Clients use any part of the website for revenue-earning purposes; or
- Clients unreasonably delay the start of acceptance tests.

(f) The site will be tested in all major browsers on both PC and Mac. The following are not supported by the Supplier

- Internet Explorer 6
- Beta or in-development versions of browsers
- Obsolete versions of browsers
- Browsers with a usage rate of less than 10% globally

## **5. Additional Services**

If the Supplier provides the client with services other than stated in the client invoice, applicable charges will be added at the daily rate at that time. To avoid doubt the services do not include costs incurred by the Supplier due to the following;

- repairs, adjustments or modifications, whether made or attempted, by persons other than authorised from the Supplier
- failure of the client to properly follow the procedures laid out by the Supplier
- misuse caused by the client
- omissions from the client

We may provide other additional services to the clients that are not explicitly detailed in this document. In these instances the terms and conditions specified in sections 1, 2, 5, 6, 8 10 & 11 of this document will still apply. Additional terms may be specified on the invoice supplied by us to the client in relation to any work that is not explicitly covered by the terms set out in this document.

## **6. Warranties**

(a) The Supplier shall give assistance and technical support to the client for the following ten working days after the project sign off date which is agreed by the client.

(b) The Supplier shall perform the services with due care and skill.

## **7. Intellectual Property Rights**

a) If the client wishes it all files and content will be turned over to the client at the conclusion of the project excluding the site template file. The client must inform the supplier that they require a copy of the website files in writing or by email. Certain assets including but not limited to images, text content and video content may not be turned over to the client if copyright exists or licensing issues prevent it.

b) The template file and the design created for the project will remain exclusively the property of Yellow Circle Web Solutions Limited and will be licensed for use by the client. The client or any other third party cannot change the template design without the express written consent of Yellow Circle Web Solutions Limited.

c) The license to use the website design will cease should any of the following events occur:

- the client ceases trading
- the client sells their company, business or organisation to a third party\*
- the client fails to pay outstanding monies to the supplier

\* In the event of the client selling their company, business or organisation to a third party we may, at our discretion allow the third party to continue to use the website design. A new invoice will be supplied to the third party forming a new contract between them and ourselves. Any charges incurred as a result of this transferral of the license will be detailed on the invoice supplied by us.

## **8. Third Parties and Sub-contracting work**

In the event of any work carried out due to being sub-contracted from a third party all payments and discussion are to be carried out with the primary companies responsible for sourcing the Suppliers services.

(a) In the event of any work carried out due to being sub-contracted from a third party all payments and discussion are to be carried out with the primary companies responsible for sourcing the Suppliers services.

(b) Any work carried out on the site by a third party or sub contractor is not supported by The Company and the client will need to liase directly with the third party involved.

(c) We will provide files to a third party to carry out work on the site after the project has been signed off with the following limitations

- The design of the site is not altered in any way
- The client has paid any outstanding monies owed to The Company for work completed on the site
- The third party provides us with copies of the amended files once they have completed their work

(d) In all circumstances, unless express written permission is given by Yellow Circle Web Solutions Limited, the template file and the design created for the site will remain exclusively the property of Yellow Circle Web Solutions Limited and will be licensed for use by the client.

## **9. Site Content**

(a) The client shall ensure that all materials do not infringe any applicable laws at that time (including material that is obscene, indecent, threatening, racist, offensive or in breach of any third party intellectual property rights)

(b) The Supplier may include a link from the client's site to <http://www.yellowcircle.co.uk> within the site footer.

(c) The Supplier reserves the right to use completed works for promotional purposes on <http://www.yellowcircle.co.uk> and in other promotional media including, but not limited to printed literature, radio advertising and TV advertising.

## **10. Termination of Agreement**

Either party may terminate the agreement immediately at any time during the project by written notice if:

- I. The party ceases to trade
- II. The party becomes insolvent
- III. The party commits any material breach of this agreement

## **11. Payment**

- (a) All payments by cheque must be received 7 days prior to the payment date
- (b) All payments by cheque are payable to Yellow Circle Web Solutions Limited
- (c) We accept payments by BACS and online banking transfer
- (d) All payments are subject to, and inclusive of, VAT.
- (e) All prices shown on the website <http://www.yellowcircle.co.uk> are exclusive of VAT

## **Site Hosting Notes and Recommendation**

1. The Supplier will recommend a hosting company to the client. The client does not have to host their site with the recommended company. However, if the client wishes the supplier to configure a non-recommended hosting package additional charges may be incurred.
2. The supplier may purchase and register domain names on behalf of the client. The client will own the domain name for the duration of its registration period.
3. In relation to the annual or bi-annual renewal date of the service (hosting and domain name), the Supplier will;
  - (a) Notify the client via e-mail 30 days prior to the end of term date.
  - (b) Provide a formal invoice for the renewal of the service.
  - (c) Automatically renew the service unless specifically requested not to by the client no later than 10 days before the renewal term date.
  - (d) Cancel the service only upon receipt of a written cancellation request from the client. If no cancellation notice is received within the specified term the client shall be liable for the service renewal charges as detailed in the invoice.
4. The Supplier is not liable for loss of service due to unpaid registration fees.
5. This is not a hosting agreement. The Supplier will assist the client to host their site with a hosting company, but is not liable for any problems that occur as a result of hosting the site with that company including, but not limited to loss of data or services.

Document last updated 17<sup>th</sup> March 2010. This update replaces all previous versions issued by the Company.