

terms

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SERVICES OF CREATIVE COGS

The Client - the entity which enters into a contract with CREATIVE COGS

Domain Name - the root address of a website, e.g. www.webaddress.com.

Downtime - time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.

Host - the company on whose system the Website physically resides.

Hyperlink - a 'clickable' link embedded on a web page which may take the form of a graphic or text.

Search Engine - a website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

Website - a collection of web pages and associated code which forms an integrated presence.

The Work - the subject matter of the contract between the Client and CREATIVE COGS

1. BASIC AGREEMENT

1.1 Ownership

All services purchased from CREATIVE COGS remain the property of CREATIVE COGS until paid for in full. If a Client does not make payment for the service provided CREATIVE COGS reserves the right to remove the website from the world wide web.

2. FEES

2.1 Deposit

A non refundable deposit is required immediately upon the signing of the contract. CREATIVE COGS reserves the right not to begin the Work until the said deposit has been paid in full.

2.2 Final Payment

Payment for the services purchased will be due 7 days after the website is completed.

2.3 Domain/Hosting Transfers

If at anytime the client wishes move there domain/hosting away from CREATIVE COGS they will incur a £20 transfer away fee and will be required to pay any outstanding account balances before transfers will be authorized.

2.4 Technical Support

Any additional support out side of what is agreed in a contract will be charged at our standard hourly rate which available upon request.

3. DISCLAIMERS

3.1 Third Parties

CREATIVE COGS can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although CREATIVE COGS will endeavor to ensure that Website downtime is kept to a minimum.

3.2 Content

CREATIVE COGS takes no responsibility for content in any clients websites. Any ilegal content or content that violates copyright laws is the responsibility of the client.

3.3 Extent of Work

Installation on the Internet is limited to the uploading of all necessary files to the Host, and testing of functionality.

3.4 Consequential Loss

Under no circumstances will CREATIVE COGS be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure.

CREATIVE COGS offers a weekly back-up facility for a small extra charge. Speak to your representative for more details

3.5 Status and Duration of Offers

Proposals and offers are valid for a period 30 days from the date issued. CREATIVE COGS is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable must be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within 30 days of the offer being made, the offer is deemed to have expired.

3.6 Search Engine Listings

CREATIVE COGS does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not CREATIVE COGS who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that a new website may never even appear on Search Engines at all. CREATIVE COGS does not control Search Engines algorithms and huge shifts can appear daily, weekly and even hourly.

4. COMPLETION OF WORK AND PAYMENT

4.1 Supply of Materials

The Client is to supply all materials and information required for CREATIVE COGS to complete the Work 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 Client's failure to supply such materials leads to a delay in completion of the work, CREATIVE COGS has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 7 days, CREATIVE COGS has the right to invoice the Client for any part or parts of the Work already completed.

4.2 Approval of Work

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify CREATIVE COGS, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to CREATIVE COGS as unsatisfactory within the 7 day review period will be deemed to have been approved.

4.3 Rejected Work

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by CREATIVE COGS to remedy any points reported by the Client as unsatisfactory, and CREATIVE COGS considers that the Client is unreasonable in his/her repeated rejection of the Work, the contract will be deemed to have expired and CREATIVE COGS can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

4.4 Remedies for Overdue Payment

If payment has not been received by the due date, CREATIVE COGS has the right to suspend ongoing work for the Client, 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, CREATIVE COGS has the right to replace, modify or remove the Website from the World Wide Web until full payment has been received. By removing the web site from the World Wide Web, CREATIVE COGS does not remove the Client's obligation to pay any outstanding monies owing.

5. INTELLECTUAL PROPERTY

5.1 Offers and Proposals

Offers and proposals made by CREATIVE COGS to potential clients should be treated as trade secrets and remain the property of CREATIVE COGS. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from CREATIVE COGS. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

5.2 Warranty by Client as to Ownership of Intellectual Property Rights

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

5.3 Domain Name

Any domain being used for the client's website will be fully controlled by CREATIVE COGS. The client will remain the owner of the domain and if a client decides to leave CREATIVE COGS, it will be transferred into their control. Under no circumstances will CREATIVE COGS give the client control of the domain whilst they are still in a contract.

5.4 Trade Secrets

Any code that is not freely accessible to third parties and not in the

public domain, and to which CREATIVE COGS 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 CREATIVE COGS. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which CREATIVE COGS or their suppliers owns the copyright. CREATIVE COGS acknowledges the intellectual property rights of the Client. Information passed in written form to CREATIVE COGS, and that the Client 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 Client.

6. RIGHTS AND RESPONSIBILITIES

6.1 Right to Terminate

CREATIVE COGS reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable.

6.2 Events Beyond the Control of CREATIVE COGS

CREATIVE COGS will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of CREATIVE COGS.

6.3 Supply and Pricing of Services

CREATIVE COGS reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

7. INTERPRETATION

7.1 Jurisdiction

This Agreement shall be governed by the laws of England which shall claim venue and jurisdiction for any legal action or claim arising from the contract between CREATIVE COGS and the Client. The said contract is void where prohibited by law.

7.2 Survival of Contract

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

Standard Terms and Conditions V1 22nd June 2007

Please feel free to contact us to go over any of the points or ask any questions. Richard is available on 01935 804565 any time between 9am and 7pm, Monday to Saturday, if unavailable please leave a message and someone will get back to you.