

# *Terms & Conditions - 1<sup>st</sup> Choice Web Design*

## **1. Definitions**

"The Company" shall be defined as 1<sup>st</sup> Choice Web Design.

"The Client" shall be defined as the person or company with whom goods and services are to be supplied to.

"Goods and/or Services" shall be known to be any item which the company supplies to any of its clients for which it is agreed that charges may or may not be applicable, without limitation this includes administrative charges, consultancy fees, server hosting, sub-contractual charges, advance service charges and outside registration fees.

## **2. Invoices & Payment**

All invoices raised by the company shall become due for payment to be received 30 (thirty) days following the date of invoice unless consent is expressly given in writing to the client for an extension of this period between the company and the client expressly state.

Invoices which are overdue for a period in excess of 14 (fourteen) days from the date of invoice for any services will be subject to suspension. Full transfer of web site services to be transferred upon receipt of full payment of invoice.

Furthermore, at the Company's sole description a Statutory Demand under Section 123 (1)(a) or 222(1)(a) of the Insolvency Act 1986 may be issued for non-payment for Goods and/or Services delivered.

If this remedy does not satisfactorily resolve any non-payment then a "Winding Up Order" may be issued in accordance with the relevant Acts of Parliament such as the Insolvency Act 1986, the Insolvency Rules 1986, Council Regulations (EC) No. 1346/2000 ("the EC Regulation") and the Companies Act 1985.

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.

## **3. Late Payment Charges**

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 third party charges and interest charges from banks or other financial institutions.

## **4. Withdrawal of Service**

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

## **5. Data Integrity & Liability**

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

## **6. Intellectual Property**

Where the company 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:

The company has the right to make a final backup of any work carried out for the client at the conclusion of the service.

The company 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 the company at all times.

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

The company reserves the right to deliver any pre-existing software in an encrypted format.

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

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

The company shall at its discretion, provide upgrades to such central modules or applications as they become available.

## **7. Formation of Contract**

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

The company may require written confirmation of any work to be carried out.

The company may provide a written quotation subject to acceptance by the client at the request of the client.

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

### **8. Termination of Contract**

Any contract formed between the company 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, the company 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.

The Company 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 herein in this document or any subsequent revisions thereof have been broken.

### **9. Privacy Policy**

The Company 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 the company.

### **10. Loss of Service**

The company accepts no liability for any loss of service, unavailability of files, damage to data, misuse of equipment by 3rd parties, failure of any externally managed equipment or communications devices or other services deemed to be beyond the company's control.

### **11. Title of Goods**

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

### **12. Disputes**

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

### **13. Law**

These terms and conditions are formed under the laws of the United Kingdom.

### **14. Changes to Terms**

The Company at all times reserves the right to change the terms and conditions set out herein in 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.

**Terms & Conditions - 1<sup>st</sup> Choice Web Design**