

Terms and Conditions of Business

1. Definitions

1.1. The following Terms and Conditions of Business shall govern all transactions with Wicked Web Designer / WWD / WWD247 (hereinafter called “the Seller”) and the Customer / Client (hereinafter called “the Buyer”).

1.2. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

1.3. Where there is any inconsistency between these Terms and Conditions and any Terms and Conditions which the Buyer seeks to impose, these Terms and Conditions shall prevail unless otherwise agreed in writing by the Seller.

2. Acceptance of Orders

2.1. Quotations are valid for a period of 30 days from the date of publication and subject to errors and omissions excepted.

2.2. The placing of an order with the Seller shall not constitute a contract, and the Seller reserves the right to accept or reject any order placed at the Seller’s discretion.

2.3. An order once accepted expressly or by commencement of work cannot be cancelled except by mutual agreement.

2.4. The description and quantity of the Goods/Services to be sold (“the Goods”) shall be as set out in the quotation provided by the Seller to the Buyer (“the Quotation”) and or the invoice (“the Invoice”).

2.5. Any other services on the order that have not been included in the invoice do not form part of the contract.

2.6. Additional work requested by the Client that is not specified in the agreed quotation is subject to an additional quotation by the Seller on receipt of such specifications; if the work is necessary as part of an existing project, then this may affect time scale and overall delivery time of the project.

2.7. The Client agrees to provide any needed information and content required by the Developer in good time to enable the Developer to complete a design or website work as part of an agreed project.

2.8. Any work is subject to a minimum charge of £45.

3. Pricing

3.1. Prices, which are subject to VAT, are based upon the labour rates and materials and other overhead costs prevailing at the date of publication of the Seller’s quotation or estimate and are subject to errors and omissions accepted; -

3.1.1. in the event of any increase in such overhead costs prior to the date of delivery to the Buyer;

3.1.2. if expedited delivery is agreed and overtime or other additional cost is incurred;

3.1.3. if reworking is required arising from a change in the Buyer’s instructions, including changes in style or development.

3.2. The price (exclusive of VAT) for the Goods/Services (“the Price”) shall be the quoted price of the Seller and payment of the Price shall be made by the Buyer as per the payment schedule within the proposal document.

3.3. Invoices are due and payable in full by the payment date clearly shown. The Buyer agrees to make known in writing to the Seller any comments, complaints or other lawful objections which may delay the payment of the invoice by the Due Date shown.

3.4. Any cancellation of any order by the Buyer must be in writing, and agreed as cancelled also in writing by the Seller. In case of any cancellation, the Buyer may be released from its obligations under the contract after payment of a sum for reasonable liquidated damages.

4. Delivery

4.1. Delivery of work shall be accepted by the Buyer when tendered or dispatched to the Buyer and thereupon or on notification that the work has been completed (if sooner).

4.2. Should work be suspended at the request of, or delayed through any default of the Buyer, for a period of 7 days the Seller shall then be entitled to payment for work already carried out and materials specially ordered.

4.3. Where contracts provide for deferred deliveries such deliveries shall be accepted as specified in the contract (or as soon thereafter as ready). In the event of failure to accept the delivery the balance remaining undelivered shall be invoiced (payment for such balance immediately thereupon becoming due) the goods being held at the Buyer’s risk.

4.4. Any failure or defect in any one delivery shall not entitle the Buyer to cancel the contract as to remaining deliveries.

4.5. Whilst every effort will be made by the Seller to effect delivery in accordance with pre-arranged dates, no guarantees as to dates of delivery by the Seller is to be implied and the Seller will not accept liability for any loss or damage occasioned by delay in delivery however caused.

4.6. Any Goods, delivered by third parties/couriers should be examined on receipt by the Buyer and any obvious damage should be noted on their delivery note, and immediately advised to the Seller. The Seller accepts no liability where the Goods are accepted as in good condition and later advised to be damaged.

5. Acceptance of Goods

5.1. The Seller must be advised in writing by recorded delivery of any defects in the Goods as soon as they are discovered by the Buyer who shall be deemed to have accepted the Goods if they have not been rejected on or before the seventh day after delivery.

5.2. The Buyer shall not be entitled to reject the Goods in whole or in part thereafter.

6. Payment Terms

6.1. For projects where the duration is less than one month, a deposit of 50% is required and the balance within 7 days of completion.

6.2. For projects that last more than one month, a 50% pro-forma payment for the first month's milestone will be required, the balance of which will be payable upon completion i.e. the end of the month; a further 50% of the following month's work will also be payable; a payment schedule of which will be accompanied with the proposal.

6.3. Work will not commence until receipt of the pro forma payment; if the balance is not paid on time, the Client will forfeit any discount that was provided in good faith with the expectation of prompt payment and interest will be charged at 3% above the Base Rate of the Bank of England.

7. General Lien

Without prejudice to other remedies, the Seller shall in respect of all unpaid debts due from the Buyer have a

general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as he thinks fit and to apply any proceeds towards such debts.

8. Title and Risk

8.1. The Goods shall be at the risk of the Buyer following delivery and, notwithstanding delivery, title of the Goods shall not pass to the Buyer until the Seller has received Payment of all sums owing from the Buyer failing which the Seller shall have the right to repossess or otherwise recover the Goods.

8.2. Until title passes the Buyer shall hold the Goods as Bailee for the Seller and shall store or mark them so that they can at all times be identified as the Goods of the Seller.

8.3. Should the Buyer be under a limited or public liability then both the company and its directors shall be Bailee's both jointly and severally.

9. Copyright and Intellectual Property

9.1. Copyright of works including images, pages, code and source files created by the Seller for the project shall remain with the Seller unless otherwise agreed in advance.

9.2. These terms and conditions grant a non-exclusive so that the Client can use all artwork produced for them as they see fit.

9.3. The Client hereby agrees that all media and content made available to the Seller for use in the project are either owned by the Client or used with full permission of the respective owners.

9.4. The Client agrees to hold harmless, protect and defend the Developer from any claim or suit that may arise as a result of using the supplied media and content.

9.5. The Client agrees that the Seller may include development credits and links within any code they design, builds or amends. If the Seller designs a website for a Client, then the Client agrees that the Developer may include a development credit and link displayed on the Client's website.

9.6. If the Seller builds or amends a website for a Client, then the Client agrees that the Developer may include a development credit and link displayed on the Client's web page, which may be within the code but not displayed on a web browser if requested by the Client.

9.7. The Client agrees that the Seller reserves the right to include any work done for the Client in a portfolio of work.

10. Material, Products and Liability

10.1 Any artwork, transparencies and other materials supplied by the Buyer and completed work which has become the property of the Buyer will be handled with care. Nevertheless, all such work and materials will be held by the Seller and dispatched to the Buyer at the Buyer's risk subject to the following limited liability: -

10.1.1. The Seller will replace, repair or pay compensation for (at the Seller's option) any goods or materials lost or damaged by the Seller's negligence provided the cost thereof does not exceed £100 in respect of any single order.

10.1.2. The Seller will replace free of charge any work which, after examination by the Seller, is found to be defective provided the Buyer has notified such defect to the Seller on approval of proofs or within 7 days of delivery or dispatch of the work to the Buyer whichever is the earlier.

10.1.3. Save as provided above, all conditions, warranties and other terms whether express, implied or otherwise, relating to the sale or supply of Goods or Services by the Seller, their quality, condition or description, or their fitness for any particular purpose are excluded.

10.1.4. The Seller shall in no circumstances be liable for any indirect or consequential loss or damage arising from the performance or failure to perform work in accordance with this agreement. Save in respect of personal injury or death due to any negligence, the Seller shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to any defect in the Goods.

10.1.5. Without prejudice to the above the Seller shall not be liable to the Buyer or any third party for any loss of profit, consequential or other economic loss suffered by the Buyer in any way from this Agreement.

10.1.6. The copyright held within all creative design and copy creation remains the intellectual property of the Seller, unless the rights are purchased by the Buyer or end user and then will only be deemed as transferred when paid for in full.

10.2. The Seller reserves the right to refuse to handle:

10.2.1. Any media that is unlawful or inappropriate.

10.2.2. Any media that contains a virus or hostile program.

10.2.3. Any media that constitutes harassment, racism, violence, obscenity, harmful intent or spamming.

10.2.4. Any media that constitutes a criminal offence, or infringes privacy or copyright.

11. Proofs

11.1. All proofs of artwork and printed materials must be approved and signed-off by the Buyer or their approved agent before production can begin.

11.2. No responsibility or recompense can be held against the Seller for delays incurred in production schedules due to delays in obtaining the necessary signatures on the proofs, and the Seller is not liable for any costs arising from alterations after the sign-off point.

12. Illegal Matter

12.1. The Seller shall not be required to print any matter which in his opinion is or may be illegal or of a libelous nature.

12.2. The Seller shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libelous matter printed for the Buyer or any infringement of copyright, patent or design.

13. Force Majeure

The performance of all contracts is subject to variation or cancellation by the Seller owing to any act of God, war, strikes, lockouts, fire, flood, drought, tempest or any other cause beyond the control of the Seller owing to any inability by the Seller to procure materials or articles required for the performance of the contract and the Seller shall not be held responsible for any inability to deliver, caused by any contingency.

14. General

14.1. If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

14.2. The Seller may without the consent of the Buyer sub-license its rights or obligations or any part of these Conditions.

15. Contract

Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the Contract (Rights of the Third Parties) Act 1999 or for any other purpose.

16. Entire Agreement

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

17. Legal Jurisdiction

These Terms and Conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England and any dispute in relation thereto shall be in the exclusive jurisdiction of the English Courts.