



## CLIENT TERMS AND CONDITIONS

### Introduction

The following terms and conditions are applicable to all Clients. By agreeing to use the Products or Services of Chris Wright Systems you are unequivocally agreeing to these terms and conditions.

### Definitions

- 1.0 'Client' means any person or organisation that purchases Products or Services from Chris Wright Systems or makes use of our Products or Services as agreed by Chris Wright Systems. Also known as the 'Customer'.
- 1.1 'CWS' means Chris Wright Systems.
- 1.2 'Services' means the Services to be provided by Chris Wright Systems to the Client.
- 1.3 'Products' means the Products to be provided by Chris Wright Systems to the Client.
- 1.4 'Quotation' means a document, either in electronic or hard copy form which lists the Products or Services and the costs for providing them.
- 1.5 'Proposal' means a document, either in electronic or hard copy form which lists the Products or Services and the costs for providing them. Proposals are usually more detailed than a quotation.
- 1.6 'Brief' means the formal instructions or 'scope of Work' that is provided to Chris Wright Systems by the Client.
- 1.7 'Work' means the Work undertaken by Chris Wright Systems on behalf of the Client and any Products or Services that we supply.
- 1.8 'Data' means any written information, calculations, technological code, artwork, illustrations, drawings, photographs, graphics, marks, illustrations, audio, video, music, or any other information or visual Works that are either stored electronically on a computer, server or mobile device or in hard copy form.
- 1.9 'Assets' means any written information, calculations, technological code, artwork, illustrations, drawings, photographs, graphics, marks, illustrations, audio, video, music, or any other information or visual Works that is provided to Chris Wright Systems by the Client for the purpose of carrying out the Work.
- 1.10 'Signed off' means that the Client has agreed that Chris Wright Consultancy has completed the Work as indicated by the Client either verbally or in writing.
- 1.11 'Hosting' means hosting a website or software on a server.
- 1.12 'In writing' means a written instruction delivered by letter or email.

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## Accessing our Services

2.0 If a Client wishes to use our Products or Services then the request must be made in writing or verbally, either over the phone or in a meeting. If the initial agreement is made verbally then all future correspondence by email or letter will serve as evidence that the Client wishes to use the Products or Services of CWC unless the correspondence clearly states or indicates that the Client does not wish to proceed with the Work.

## Fees and payment

3.0 All quotations provided by CWS are final unless there is a change to the Brief. If additional Work is required because there are amendments or additions to the Brief then CWS will submit another Quotation or Proposal for the extra Work OR a new Quotation or Proposal that replaces the last one that CWS submitted.

3.1 Quotations and Proposals are only valid for 60 days and the price quoted may be higher after this time. This may be due to an increase in our own rates or an increase in rates within our supply chain. There may also be changes to the way that the Work will be delivered.

3.2 Any Work that is requested by the Client that is not in the Brief will incur an additional cost. We will make the Client aware of the additional cost by email or by submitting a new quotation or proposal.

3.3 Payment must be made within 30 days of the Client receiving the invoice. Failure to make full payment within this time frame will result in additional interest charges under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend on-going Services, such as (but not limited to) the operation of a website, once any invoice issued to a Client becomes due. We also reserve the right to retain any of the client's assets that are within our control until full payment has been made. If payment is not made within 60 days of the invoice date then we will recover and sell any Work that has been provided to the client as a way of recovering our costs, excluding the Client's own assets, for example, photographs, logo, downloads or copy. **If a payment becomes late:** We are legally allowed to claim interest and debt recovery costs if another business is late paying for goods or services (the Work that we provide). The law says that the payment is late after 30 days for public authorities and business transactions after either a) The invoice has been received by the client OR b) after we have delivered the goods or provided the service if this is later. The interest that we are allowed to charge is called statutory interest and is 8% plus the Bank of England base rate. We can also charge a lump sum for the cost of recovering a late commercial payment. These amounts are set by late payments legislation. In extreme circumstances we may also decide to register your late payment with relevant bodies that publicly disclose organisations that are late at making payments to small businesses.

3.4 Invoices must be paid in British Pounds Sterling unless otherwise agreed in writing.

3.5 Any requests for amendments to the Work after it has been signed off by the Client will incur an additional charge and will be calculated based on our standard hourly rate of £45 per hour and will be rounded up to the nearest half hour. £45 is our minimum charge for any Work.

3.6 CWS will only ever invoice for the amount that has been agreed.

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- 3.7 In some cases (such as web design or production) CWS will request an upfront payment of 50% of the total contract value which must be paid before the Work begins.
- 3.8 Websites must be built, Signed Off and launched within 12 months of the Client's agreement to proceed with the Work. This is because we allocate a set number of days to work on the project and therefore do not book any other Work for this period. If a site is not built, Signed Off and launched within the 12 month period then each and every day worked on the project after this time is charged at our standard rate. It is therefore feasible that the client may end up paying nearly twice as much for the Work. If the Work is not complete at the end of the 12 month period and the Client decides to end the project then the full amount will become due. The full amount would be the total cost as quoted for by CWS and agreed by the Client prior to starting the Work.

### **Intellectual property**

- 4.0 All technology behind the software or websites that we provide remains the property of CWS at all times. The Client, or a 3<sup>rd</sup> Party instructed by the Client, must never attempt to reverse engineer, re-engineer, amend or sell any technology that are the intellectual property of CWS or pass them to another 3<sup>rd</sup> party that has the capacity to do the same.
- 4.1 CWS retains the copyright of all website designs at all times as the originator of these designs.
- 4.2 All models or methods of marketing analysis, consultancy or planning remains the property of CWS at all times and the Client is forbidden from sharing this information with a 3<sup>rd</sup> party.
- 4.3 The Client is forbidden from giving copies of our software or access to our software and other Products or Services to a third party. In such an instance both the Client and the 3<sup>rd</sup> party could be in breach of intellectual property law.
- 4.4 The Client is forbidden from integrating a 3<sup>rd</sup> party technology into our software or other Products without the permission of CWS.
- 4.5 The Client must not provide or use any designs, code, technology, photographs, illustrations, drawings, paintings, graphics, marks, music, videos, audio files, documentation or other written words that are protected by copyright or patent when providing CWS with the Assets or content that are required for us to do the Work. The Client may only do so when they have gained full legal clearance from the copyright or patent owner. In the event that the Client breaches a third party copyright or patent then the Client agrees to indemnify CWS against any claims, costs, demands, expenses or liabilities whatsoever that may arise from their actions.
- 4.6 In the event that the Client cancels the production of a website or piece of software before it has been completed by CWS then the Client is forbidden from passing it to a 3<sup>rd</sup> party for completion and the full contract amount will become due.

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## Approval of Work

- 5.0 When the Work is complete and the Client is satisfied then the Client must sign it off in writing by email or letter. If a website or other online Work has been live for 30 days then it is deemed that this has been Signed Off by the client and no written sign off is necessary.
- 5.1 On completion of the Work, the Client will have the opportunity to review it. The Client should notify CWS, in writing, of any unsatisfactory points within 30 days of receipt of such notification. Any of the Work, which has not been reported in writing to CWS as unsatisfactory within the 30-day review period, will be deemed to have been approved. Once approved, or deemed approved, Work cannot subsequently be rejected, and the contract will be deemed to have been completed and the balancing payment will become due.
- 5.2 If the Client rejects the Work within the 30 day review period, or will not approve subsequent Work performed by CWS to correct any points reported by the Client as unsatisfactory, and CWS considers that the Client is unreasonable in their repeated rejection of the Work, the contract will be deemed to have expired and CWS can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.
- 5.3 Clients must approve and sign off the Work within 12 months from the date that the Client agreed to proceed with the Work. For example, If the Client, after receiving our quotation, agrees to proceed with the Work in May 2013 then the Work must be completed and Signed Off by May 2014. See clause 3.8 above.

## Errors or omissions

- 6.0 The Client agrees to indemnify CWS in the event of any errors or omissions in the Assets that they provide to CWS.
- 6.1 If a fault is found with the Products or Services that have been provided by CWS and if the fault is a result of the action or inaction of CWS then CWS will undertake Work, without charge, to remedy the fault.
- 6.2 Should a fault be found that is not the fault or responsibility of CWS or if it has occurred due to misuse by the Client or a third party then CWS will not be liable and no action will be taken by CWS unless commissioned to do so at an agreed price.
- 6.3 If the Client provides Assets that are incorrect and if this then necessitates that the Work must be re-produced then the Client must pay all of the costs and expenses involved in having to re-produce the Work.
- 6.4 The Client is fully responsible for checking all Work that is produced by CWS or its contractors and the Client will be asked to sign off proofs prior to Work being produced. If an error is found after the Work has been produced and if the Client had not advised CWS in writing of the error when the Client Signed Off the proof then the Client will be responsible for all costs involved in re-producing the Work.

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## **Code of conduct**

- 7.0 Clients must not undertake activities or involve CWS in activities which promote the use of child labour or seek to take advantage of any group or individual or discriminate against any group or individual.
- 7.1 Clients must not engage the Services of CWS if the Work or project relates to any type of illegal or immoral activity.

## **Duties of the Client**

- 8.0 The Client must provide all Assets that are necessary for CWS to carry out the Work and these must be provided in full by the deadline given by CWS. Any delay in providing the Assets and a failure to meet the deadline may result in an increase to the cost of the Work. This is particularly relevant for web design and production jobs where we will need to pre-book our designers and web technicians for a specified time frame, thus preventing them from doing Work for any other Clients. When the Client does not provide the Assets by the deadline it is possible that the designers or web technicians must then carry out the Work outside of the time that has been set aside. In such an instance the Client will be responsible for paying the additional costs involved in carrying out the Work.
- 8.1 The Client must provide all Assets in the correct format as specified by CWS. Failure to provide Assets in the correct format could delay the start of the Work. In such an instance clause 8.0 will apply.
- 8.2 The Client must provide clear instructions when providing CWS with the Brief and must not conceal or omit anything which may affect the scope of Work. Similarly, the Client must not conceal or omit anything that could have legal consequences.
- 8.3 When a Client provides CWS with a Brief it is assumed that the Client is fully aware of the implications of what they are requesting, including but not limited to any 3<sup>rd</sup> party costs or intervention that may be required to complete the Work.

## **Hosting and email**

- 9.0 CWS does not provide hosting or email Services but we may recommend a provider of hosting or email Services to the Client. The Client may choose to accept or reject our recommendation for hosting Services but if the Client chooses another hosting provider then that hosting provider must meet our technical requirements.
- 9.1 Where the Client chooses to use the Services of a hosting or email provider that has been recommended by CWS then the Client can decide whether to pay the hosting or email provider directly OR through CWS with the addition of a reasonable management fee. In whichever circumstance CWS is not responsible for the actions, Products or Services of the hosting or email provider and will not be held accountable. If the Client has any concerns or disagreements related to the hosting or email Services or if there has been a fault or error the Client must discuss the issue directly with the provider. Where CWS is being paid a management fee we will contact the provider on behalf of the Client in the event of a fault or error. Doing this does not imply that CWS is in any way responsible for the quality or continuation of the hosting or email service and will not be held accountable for the actions or inactions of the hosting or email provider.

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## Domain names

10.0 Domain names purchased by CWS on behalf of the Client become the property of the Client when the Client has paid the fee to use the domain name. If a Client fails to pay a renewal fee then the domain name will not be renewed and therefore it will be freely available for purchase by a 3<sup>rd</sup> party. CWS is not responsible or liable for any costs or losses incurred if a domain name has been secured by a 3<sup>rd</sup> party because the payment has not been made.

## Termination

11.0 CWS reserves the right to terminate the agreement between the Client and CWS and to immediately cease all Work, without notice, if CWS believes that any of the Client terms and conditions have been breached or if CWS believes that the Client has behaved in a way that is detrimental to the Work or the relationship between CWS and the Client.

11.1 Should an agreement be terminated by CWS for breaching these terms and conditions then the Client must pay all fees and expenses that have been incurred up until the point of termination and any costs relating to the Work that CWS will incur at any point following the termination.

11.2 If the Client has not breached the terms and conditions but CWS no longer wishes to provide a service to the Client then CWS will give the Client 1 months' notice in writing.

11.3 If a Client wishes to cancel a consultancy agreement for whatever reason then the Client must give 1 months' notice in writing. Failure to give one month's notice in writing will result in a cancellation charge of one month's fees. This will be calculated based upon the agreed rate and the number of days that were being allocated to the Client in a month.

11.4 If a Client wishes to cancel an annual software or website renewal after the initial purchase then the Client must do so prior to the annual renewal date or the receipt of the invoice. Cancelling after this date or the receipt of the invoice will result in the full payment being owed to CWS.

11.5 If a Client wishes to cancel a web design and/or production project or software development project the Client must give two months' notice in writing and all fees due to CWS for the Work undertaken up until the end of the two month notice period will become due as well as any 3<sup>rd</sup> party costs related to the project.

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