

# Intercode

Website and Graphic Design

Iydale House, Whitechapel Lane, Oldford, Frome, BA11 2NN  
T: +44 (0)137 345 5577 F: +44 (0)117 337 6747  
E: info@intercode.co.uk W: www.intercode.co.uk

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## Terms & Conditions

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## 1) VARIATION

These terms will remain valid for acceptance for 28 days from the date of issue. After acceptance Intercode Limited reserves the right to amend these terms on each anniversary of the agreement subject to giving you 28 days' notice. If you have any uncertainties about these conditions as they might apply to you or your project, it is your responsibility to clarify the situation by contacting us before the project gets under way.

## 2) CONTENT

It is your responsibility to provide us with the required information about your business. Intercode takes no responsibility for errors in content supplied by you for the web site. Any changes thus incurred may be chargeable at standard rates.

Unless specified otherwise, it is your responsibility to provide all necessary text and graphic materials that make up the content of the site. No refund will be made in the event that you fail to provide sufficient content to complete the web site. All content must be supplied in a suitable digital format unless agreed otherwise beforehand. Images should be supplied as JPEG, GIF, PNG, EPS or Photoshop format. Text should be supplied as a Microsoft Word or ASCII text file. Failure to supply material in digital format may result in extra charges being made for processing content for use on your web site. Where the content that is provided is in a form where a significant amount of copywriting is required, a further charge may be made.

You grant Intercode Limited permission to utilize logos and any other company identity for the purposes of creating the website and you agree to indemnify Intercode Limited from any and all claims arising from your negligence or inability to obtain proper copyright permissions for all content supplied.

We may place a discreet link to the Intercode website on each page of your site. The link will be designed to fit the overall design of the site.

You should provide Intercode Limited with copies of your terms and conditions and any privacy statement that you wish to be incorporated into the design.

In the event that Intercode Limited is unable to complete a website because of lack of text and/or pictures, then text will be added using "lorum ipsum" text and pictures using appropriate library pictures. At this point the website will be considered completed and invoiced accordingly under our standard payment terms.

## 3) PAYMENT & DELIVERY

**Website Projects:** Standard Payment terms for the design and authoring of all websites will be on the basis of payment on completion unless otherwise agreed. The website or amended files will not be uploaded onto your domain until payment has been received in full. In the case of websites costing over £5000, payments can be requested in stages, to be mutually agreed with the client before work commences.

**Printing:** Standard Payment terms for all printing services will be on the basis of full payment on collection/delivery.

**Hosting and Maintenance Contracts:** Hosting and maintenance contracts will be invoiced on the 1<sup>st</sup> day of the service commencing and on the 1<sup>st</sup> day of every month thereafter or on a quarterly basis if mutually agreed until such time as the contract is cancelled by either party. All invoices will be invoiced on 30-day terms. Invoices not received by the due date will be liable for interest on the amount unpaid at the annual rate of 4% above Bank of England base rate or a minimum of £10.00 (whichever is the greater). If payments are not received by us on the due date we reserve the right to suspend the web site and other services until as payment is received in full (without prejudice to any other remedy available to us).

**Currency:** All payments must be made in (£) GBP.

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## 4) ACCEPTANCE

Intercode Limited will construct the website on a staging server and the client will be able to view the design as it is completed to the requirements of the proposal. After completion of the website Intercode will inform the client by either phone or email. The client will then have seven days to carry out an appraisal of the design and inform us of any changes or corrections that may be required to comply with the quotation. Intercode will carry out the agreed amendments and the client will then have a further seven days to appraise these changes. After this period the design is considered as accepted and you will be invoiced for the outstanding costs and any further amendments are chargeable. The website will not be launched onto your domain until the final payment has been received. Any further amendments other than those covered by any maintenance agreement are then chargeable.

## 5) RIGHTS

You will retain ownership of copyright, trademarks and other intellectual property rights in materials that you provide to us for use in the design of your website. All copyright, trade marks, patents created, developed, subsisting or used in or in connection with the design or development of your website will be transferred to you on settlement of all outstanding sums due to us.

Intercode Limited makes every effort to design pages that will display acceptably in the most popular current browsers, but cannot accept responsibility for pages that do not display acceptably in new versions of browsers released after the pages have been designed. Intercode Limited does not guarantee to design pages that will display in all browsers.

## 6) CANCELLATION & REFUNDS

If you wish to cancel your contract you are required to do so in writing giving 30 days notice and cancellation will only be effective on receipt of such notice. If the design is not complete you will be required to pay the balance of our costs to date and loss of profit for the entire design. No refunds will be made for any part of any annual hosting and maintenance subscription remaining. In the event of cancelling your contract and if all sums due have been settled, Intercode Limited will cooperate with the smooth transfer of hosting of the domain and pass over ownership of any website files as requested.

### **Cancellation of hosting contract**

If you wish to cancel or transfer your hosting contract Intercode require 30 days notice. We will acknowledge receipt of your request before the 30 day period starts.

## 9) HOSTING AND DOMAIN NAMES

Intercode Limited will normally arrange hosting for the website and costing details for this will be issued along with the initial quotation for the design. FTP access details to your website files can be issued on request. Customers wishing to arrange web hosting and domain names away from Intercode Limited can do so at any time. We will however advise you if the arrangements appear to be unsuitable for our requirements. If the website is to be hosted by another web host than Intercode Limited, you agree to grant Intercode Limited access to the web space via FTP. Intercode Limited will advise clients on selecting domain names and register these for them as requested at current rates, but cannot guarantee a certain name will be available. Intercode Limited reserves the right to make a charge of £25 for any administrative work associated with subsequent hosting or domain name transfers into or out of our facilities. Intercode Limited will inform you when your domain name is due for renewal, but please note we accept no responsibility if a domain fails to be re-registered. Intercode Limited accepts no responsibility or liability for loss of turnover, sales, revenue, profits or indirect, consequential or special loss due to any temporary suspension in hosting service or failure of client systems. We will, however, endeavour to ensure speedy recovery of such services that are within our immediate control.

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## **10) EMAIL**

If Intercode Limited are responsible for arranging hosting then POP3 email accounts will be provided depending on which hosting package is agreed. You will be given the appropriate user name and password details for each account and the incoming mail server name. Requests for changes to user/password combinations may be made by email or telephone.

Intercode Limited accepts no responsibility for email server downtime or interruptions to service. Email accounts must not be used for "Spam" emailing operations. Unless you have a support contract with us, once initially set up and operational, Intercode Limited is not responsible for subsequent problems caused by the operating system of your computer. If you need to contact Intercode Limited for such support we reserve the right to apply a charge.

## **11) DIAL UP/BROADBAND**

Intercode Limited is not responsible for establishing or troubleshooting your Internet dial up facility, which provides your Internet connection and outgoing mail server. This is the responsibility of your own individual ISP who normally provides appropriate telephone support. If you need to contact Intercode Limited for such support we reserve the right to apply a charge.

## **12) RESERVATIONS**

Intercode Limited reserves the right to withdraw services at any time subject to 14 days written notice. Intercode Limited also reserves the right to feature customer websites in future promotions without seeking prior consent.

## **13) MAINTENANCE UPDATES**

For customers with maintenance packages, Intercode Limited will establish if the update falls within the scope of your quoted maintenance agreement, and if not, advise you of the cost of the update. Maintenance is defined as modifications to an existing page. Requests for Maintenance must be submitted to Intercode Limited via e-mail. All content must be supplied in digital format. Content not supplied in digital format may result in extra charges being made.

## **14) PROMOTION**

Where Intercode Limited undertakes promotion of the website through Search Engine placement no guarantee is given that rankings can be achieved on particular Engines. Resubmission will take place as and when we deem appropriate and may vary in frequency depending on the level of maintenance updates undertaken.

## **15) WARRANTIES**

Intercode Limited makes no warranties of any kind, whether express or implied, for the services it provides other than for technical errors and oversights. Intercode Limited also disclaims any warranty of merchantability or fitness for a particular purpose. Intercode Limited will not be responsible for any direct, indirect or consequential damages that may result from the use of its services, including loss of data resulting from delays, non-delivery or interruption in service. You acknowledge and agree that Intercode Limited cannot guarantee the absence of service interruptions caused by Acts of God or other circumstances beyond our control.

## **16) INDEMNITY**

All services may be used for lawful purposes only. You agree to indemnify and hold Intercode Limited harmless from any claims resulting.

## **17) LIABILITY**

Our total liability to you in contract or in tort arising in connection with this Contract shall not exceed the total price paid by you. We shall have no liability for loss of profits, business, revenue, goodwill or anticipated savings or for any other indirect or consequential loss.

Registered in England & Wales Company No. 05434731 Company Director Susan Briggs, Antony Briggs

03/08/2009

Filename: terms&Conditions.doc  
Directory: C:\Users\Sue Briggs\Documents  
Template: C:\Documents and Settings\Sue Wallace\Application  
Data\Microsoft\Templates\Headed\_Paper.dot  
Title: Lucana Design LTD  
Subject:  
Author: Sue Wallace  
Keywords:  
Comments:  
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