

Storm Development Ltd Terms and Conditions of Trade

Terms of the Contract

1. Having received a brief of requirements from The Client, either verbal or written, Storm Development Ltd will produce a quotation detailing the work to be carried out. The Client must provide written confirmation that the quotation is acceptable by signing and returning a copy of the quotation. This will effectively form the basis of the contract.
2. This agreement constitutes the entire agreement between Storm Development Ltd and The Client. In making this agreement each party confirms that they have not relied on any inducement not recorded in this agreement.

Copyright and Content

1. The Client MUST own copyright, or have reproduction rights, of all artwork, trade names, photographs, and other materials reproduced in The Client's project. The Client shall indemnify Storm Development Ltd against any costs whatsoever in connection with the ownership of copyright or reproduction rights. The Client shall have full liability for the consequences of the contents of the printed literature, website or other project commissioned.
2. The Client's logos, artwork, graphics and photographs remain the copyright of The Client. Design, graphics and programming produced by Storm Development Ltd remain the intellectual property of Storm Development Ltd until full and final payment has been received.
3. All preliminary work carried out at The Client's request, whether experimentally or otherwise, shall be charged to The Client.
4. Storm Development Ltd withholds the right to refuse publication of any content which it sees as being indecent, obscene or offensive towards others.
5. Proofs of all printed work may be submitted for The Client's approval and Storm Development Ltd shall not be liable for errors not corrected by The Client in such proofs. The Client's alterations and additional proofs necessitated thereby shall be charged as additional charges. When style, type or layout is left to the judgement of Storm Development Ltd , changes there from made by The Client shall be charged as additional charges. No responsibility will be accepted for any errors, including colour variations, in proofs approved by The Client.
6. Storm Development allow for 1 revision of the site layout (style and design) however this must be prior to approval of that template, to avoid incurring g additional cost.

Web Site Design

1. Storm Development Ltd will produce and publish temporarily on the Storm Development Ltd website a design proof for The Client's approval. The design copyright of the proof shall remain the sole property of Storm Development Ltd . Use of the design in any respect without the express written permission of Storm Development Ltd will constitute breach of copyright.
2. Storm Development Ltd will complete the design and build of The Client's web site after receiving email or verbal confirmation that the design proof is satisfactory. Clear and specific feedback is appreciated if for any reason the proof does not satisfy the clients requirements.
3. Storm Development Ltd will release Web Site code and graphics when payment of the final invoice for the outstanding quotation value is received in full.
4. Once Storm Development Ltd has received written confirmation that the design proof is satisfactory, modifications to the design specification will be considered an amendment to the contract. All modifications must be confirmed in writing.
5. Any consultancy service and general advice is, by its nature, subjective. It is up to The Client whether they decide to follow Storm Developments ideas and suggestions. We cannot guarantee that any of those ideas and suggestions will positively improve business, increase traffic to The Client's web site, improve ratings with search engines or boost sales.

Domain Name Registration and Website Hosting

- 1 Storm Development Ltd will register domain names in The Client's name. In doing this, Storm Development Ltd are acting as The Client's agent with the appropriate Naming Authority. The contract of registration is between The Client and them and The Client is bound by their terms and conditions (available on request).
- 2 Registration is for two years unless otherwise agreed. Although we will do our best to renew the registration for you, it is ultimately your responsibility to make sure this happens so please keep a note of the date.
3. Storm Development Ltd will advise The Client on the most appropriate and cost-effective web site hosting package supplied by a third party. The website hosting contract is between The Client and the hosting company and The Client is bound by their terms and conditions (available on request).
4. The Client takes all risks in connection with the solvency and performance of such third parties and The Client accepts that the third party has sole liability to provide such services.
5. In the event that the Client wishes to move hosting to another provider Storm Development Ltd will make a charge for this service based on the complexity of the move. In the instance a back up is requested this will be via a winRAR file.
6. If a move to another Hosting provider is requested we do not guarantee compatibility and in the instance we are required to make good any errors on moving a charge of £35 per hour will be incurred by the client.
7. Storm Development Ltd do a complete back up of their systems monthly and have an additional back up stored off site in the event of an unforeseen issue at their home office .

Insurance

The Client shall be responsible for effecting all necessary insurance in respect of any loss, damage, or expense that it may suffer directly or indirectly in relation to the provision or non-provision of Storm Development Ltd ' goods and services.

Force Majeure

Storm Development Ltd shall not be liable for any delay or failure to perform any of its contractual obligations as a result of war, flood, storm, riot, fire, accident, civil commotion, acts of god, government action, failure of power supply, equipment failure, lock out, strike, default or failure of subcontractor or suppliers or any other cause beyond its reasonable control and Storm Development Ltd shall not be liable for any loss, damage or expense suffered by The Client or any third party arising directly or indirectly from any such matters.

Invoicing, Payment and Tender Validity

1. Payment for design services must (unless otherwise agreed with Storm Development Ltd) be made as follows: A minimum of 25% deposit (30% if project is over a £1000) with order, plus balance on completion. Design modifications will be a charged at the prevailing hourly rate (£35 per hour unless otherwise specified) dependant on type of service required.
2. Payment shall be made in UK Pounds Sterling to Storm Development Ltd . Payments are due on presentation of invoice. If due to bank charges, transfer fees, or the like, Storm Development Ltd should receive less than its invoice amount, Storm Development Ltd will re-invoice The Client for the shortfall. In the event that any amount remains unpaid 7 days after invoice date, Storm Development Ltd reserves the right to discontinue, withhold, or suspend services to The Client to whom such unpaid amounts relate. This may mean putting up a holding page until full payment is received.
3. In accordance with The Late Payment of Commercial Debts Act 1998 interest will be charged on all payments received outside of payment terms at the rate of 2% above Lloyds Bank plc base rate. All charges incurred by Storm Development Ltd due to late payment or cheques that require representing or fees required to recover debts will be passed onto The Client.
4. Tenders and Quotes are valid for 30 days from the date of the Tender or Quote. All prices quoted may be subject to change without notice after this period.
5. Once Storm Development Ltd has undertaken a commission for services, a cancellation fee of up to 75% will apply if the contract is terminated through no fault of Storm Development Ltd . An interim invoice will also be levied for up to 75% of the total quotation value if the commissioned project's content is not received within 60 days of commission.

Disclaimer

1. Storm Development Ltd cannot be held liable for any information contained within The Client's web site or printed literature. The content of such remains the copyright and intellectual property of The Client. The Client is liable for any reasonable legal costs incurred by Storm Development Ltd caused by the content of The Client's web site or other project and agrees to indemnify Storm Development Ltd for any awards made by a court of law.
2. Search Engine entry and ranking can in no way be guaranteed as this remains the sole discretion of a third party search engine provider.
3. No liability will be accepted for compatibility issues with code or any errors, omissions or failings of software code produced.
4. Where in the instance that a time scale or schedule has been given, Storm Development Ltd will not be responsible for any money lost to The Client if the deadline is not met.
5. On completion of any web site it is the sole responsibility of The Client to manage the site. Storm Development Ltd will no longer be responsible for the site upon completion unless an alternative agreement (contract) has been reached.
6. Should Storm Development Ltd waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Storm Development Ltd to waive the same clause on any other occasion.
7. This contract shall be subject to UK Law. Where it is held that Storm Development Ltd is not entitled to rely on any term in this contract, then Storm Development Ltd may also be allowed to cancel all rights and obligations under this contract, or to hold all other clauses as valid entirely at his sole discretion.
8. Storm Development Ltd reserves the right to amend these terms and conditions at any time.

Apology

These terms have been drawn up under legal advice in order to protect Storm Development Ltd from bad debts and the modern compensation culture.

Storm Development Ltd is generally pleasant, respectful, honest, understanding and flexible and will be unlikely to strictly enforce these terms and conditions with clients that are also generally honest, straightforward, agreeable, understanding and flexible.

We reserve the right to refuse to engage in future work with a client based on lack of professionalism or unrealistic expectations relaid after the contract has been agreed. Verbal abuse will not be tolerated under any circumstance.

If Storm Development are at fault through unclear communication at any point we will make sure an apology is forthcoming and the situation rectified to the best of our ability within a reasonable, agreed time-scale.

Correspondence Address

**Pant Gwyn
9 Pentre James Close
Oakford Road
Llwyncelyn
SA46 0JE**

Telephone: 07961 509 238 / 07931 597 328

Land line : 01545 580990

Website URL: <http://www.storm-development.co.uk>

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