

Terms & Conditions

All services provided by Karbon Creative Limited to the Client are subject to the following terms & conditions.

Karbon Creative Limited may agree additional terms & conditions with the Client pertaining to an individual project &/or service, in such cases the terms & conditions within this document still apply to the project &/or service unless stated otherwise in the additional terms & conditions.

A copy of these terms & conditions must be signed by all new Clients at the time of submission of work to Karbon Creative Limited, indicating agreement & acceptance of these terms & conditions. Alternatively, by placing an order with Karbon Creative Limited, the Client confirms that they are in agreement with the terms & conditions.

Estimates, quotations, charges & acceptance

Karbon Creative Limited may provide estimates to Clients for work where it is not possible to provide a fixed cost quotation (often this is due to the unique nature of a project). Estimates provided by Karbon Creative Limited to the Client may include several cost estimates (typically best & worst case costings). An estimate is not binding & estimated costs are subject to change. Where possible Karbon Creative Limited will provide fixed cost quotations to Clients for work to be undertaken. The costs stated in a quotation are not subject to change, however, a quotation will set out precisely what is covered, & variations outside of this will be subject to additional charges.

Karbon Creative Limited require a minimum advance payment from the Client of fifty percent (50%) of the total estimated or quoted cost of a project. The remaining costs of the project will be due upon completion or in a staged-payment basis as advised at the point of quotation/estimate. Where the total estimated or quoted cost of a project is less than five hundred pounds (£500 GBP) full payment is due before the project begins.

Clients will be subject to hosting charges for web based projects as soon as they are installed, in whole or part, on to a web server, irrespective of the projects status (including 'in development' & 'archived').

Client review

All work will then be deemed to be accepted & approved, unless the Client notifies Karbon Creative Limited otherwise within seven (7) days of completion of a commission.

Project timings & requirements

Karbon Creative Limited will make all reasonable efforts to complete the commission for the Client by the completion date agreed as specified in the estimate or quotation, or if no such date is specified Clients may request a delay to the completion of a project, in such case the request must be agreed by Karbon Creative Limited in writing.

The Client is required by Karbon Creative Limited to delegate a single individual as 'first-point-of-call' to aid with progressing the commission in a satisfactory & expedient manner. In the majority of projects Karbon Creative Limited will require data (typically in the form of copy & images) or information from the Client. The initial data requirements will be provided in the quotation or estimate, data requirements arising later in the project will be requested in writing (by email unless the Client requests a hard copy). The client is required to provide requested data within fourteen (14) days of the date initial payment is received from the Client for the project, or from the date of receipt of a written request from Karbon Creative Limited. Prompt receipt of data from the Client is essential in enabling Karbon Creative Limited to complete the commission by the specified completion date. If data requirements are not met by the Client on the schedule set out in the agreed estimate or quotation, or later arising request, then this may impact any agreed implementation date & full responsibility for such impact is accepted by the Client. If requested data is not provided within fourteen (14) days then Karbon Creative Limited reserves the right to advise the Client of a revision to the final payment fee based on new or revised pricing schedules that may be introduced from time to time.

Payment

Payment can be made by cheque or bank transfer. Cheques should be made payable to Karbon Creative Limited & sent to Phoenix House, Phoenix Road, Hawks Green, Cannock, Staffordshire WS11 7LR. Bank transfers should be made to the HSBC Bank, Sort code: 40-35-04, Account No. 02691191, Account Holder: Karbon Creative Limited. **Please provide the invoice number as reference.**

On completion of work undertaken Karbon Creative Limited will provide an invoice to the Client, typically by email; however, the Client may elect to receive hard copy invoices. Invoices are due upon receipt. If the Client is unable to make a payment they will inform Karbon Creative Limited immediately. If the Client disputes an invoice, they will inform Karbon Creative Limited within two (2) working days.

Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default & at the discretion of Karbon Creative Limited, will be subject to:

- Interest charges of eight percent (8%) above bank of England Base Rate on the total outstanding for over thirty (30) days, this includes VAT, & is calculated from the date of invoice.
- Debt recovery costs, per outstanding invoice of forty pounds (£40 GBP) for totals less than five hundred pounds (£500 GBP) & eighty

pounds (£80 GBP) for totals equal to or greater than five hundred pounds (£500 GBP). • Furthermore, any payment plan that falls into arrears will default and thus become due in full, less any payments already made. These lapsed payments will then be subject to the debt collection terms as outlined above.

- Cheques returned for insufficient funds will be assessed with a return charge of thirty five pounds (£35 GBP), & in such cases the Client's account will immediately be considered to be in default.

Termination

Termination of services provided by Karbon Creative Limited to the Client must be requested in a written notice by the Client. Normal terms of termination for a specific project are immediate upon written acceptance of termination from Karbon Creative Limited. Whereby a commission is provided on a retained basis then sixty (60) days notice shall be required. Email or telephone requests for termination of services will not be honoured until & unless confirmed in writing. The Client will be invoiced for work completed to the date of first notice of cancellation for payment in full, with payment required immediately.

Copyright, ownership & credit

Karbon Creative Limited retains full ownership & copyright of material produced for the Client until final payment has been received from the Client. The Client retains the copyright to material provided by the Client, & grants Karbon Creative Limited the rights to publish & use such material. The Client must obtain permission & rights to use any materials that are copyrighted by a third party. The Client is further responsible for granting Karbon Creative Limited permission & rights for use of the same & agrees to indemnify & hold harmless Karbon Creative Limited from any & all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. Evidence of permissions & authorities may be requested. In the case of a website commission; All intellectual property rights associated with any original software source code developed during a project remain the property of Karbon Creative Limited. The Client will be granted a royalty free, non-exclusive, irrevocable licence to further modify, publish & use the source code, in part or in whole, for subsequent development of the project within the scope of the initial estimate or quotation. A copy of the source code, together with its associated documentation, will be made available at request to the Client upon final payment. Karbon Creative Limited will charge a reasonable fee to cover the cost of transferring & supplying the source code & documentation to the Client. The Client agrees that Karbon Creative Limited reserves the right to include any work undertaken for the Client in a portfolio of work. A link to Karbon Creative Limited will appear in small type at the bottom of the Client's Web site.

Third party involvement

Any payment made to a third party by Karbon Creative Limited on behalf of the Client shall be paid to Karbon Creative Limited in full and on demand within fourteen (14) days of request. Karbon Creative Limited reserves the right to sub-contract work on an ad-hoc basis.

In the case of a website commission; if the Client's Web site is to be installed on a third-party server, Karbon Creative Limited must be granted temporary read/write access to the Client's storage directories, & those directories must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server. Karbon Creative Limited cannot accept responsibility for any issues arising out of alterations made by a third party to the project & associated material originally supplied by Karbon Creative Limited to the Client. Such alterations include, but are not limited to additions, modifications or deletions.

Indemnification

The Client agrees that it shall defend, indemnify, save & hold Karbon Creative Limited harmless from any & all demands, liabilities, losses, costs & claims, including reasonable legal fees asserted against Karbon Creative Limited, its agents, its Clients, officers & employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. The Client agrees to defend, indemnify & hold harmless Karbon Creative Limited against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Karbon Creative Limited; (2) any material supplied by the Client infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement & (4) any defective products sold to the Client from any Karbon Creative Limited supplier. (5) Karbon Creative Limited is not responsible for the safe operation, storage or transport of any service or item supplied to the Client.

Disclaimer

Karbon Creative Limited will not be responsible for any damages your business may suffer. Karbon Creative Limited makes no warranties of any kind, expressed or implied for services we provide. Karbon Creative Limited disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, & any & all service interruptions caused by Karbon Creative Limited, employees or service partners. Karbon Creative Limited reserves the right to revise its policies at any time.

Governing Law

This Agreement shall be governed by English Law.

Last updated 21/06/2010

For the latest version of Karbon Creative Limited's terms & conditions visit; <http://www.karboncreative.co.uk/terms>



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