

Sytec Computers Ltd Website Development and Marketing Terms & Conditions

1. Definitions

- (a) For the purpose of this Agreement, the terms set forth hereunder (either in singular or plural form) is defined to mean, unless the context requires otherwise, as follows.
- (b) "The Agency" shall mean Sytec Computers Ltd
- (c) "Client" shall mean the customer named on the order form
- (d) "Project" shall mean each project performed by the Agency for the Client pursuant to the terms and conditions of this Agreement, including all Services and Deliverables to be provided by the Agency under each specific Project Brief.
- (e) "Project Brief" shall mean written scope of work agreed to between the Agency and the Client as to each Project to be undertaken by the Agency, which references this Agreement and defines the work to be completed by the Agency for each Project, including acceptance criteria, fees and payment schedule, and any modifications to this Agreement. Each Project Brief shall be signed by both parties and shall be incorporated in and made part of this Agreement. In the event of a conflict with respect to a specific Project, the scope, Services, Deliverables, The Agencies responsibilities, the Client responsibilities, between a Project Brief and this Agreement, the Project Brief shall prevail. Any changes to a Project Brief must be in writing and signed by the Client and the Agency.
- (f) "Deliverables" are the outputs of Services to be supplied under any Project Brief, and shall include but are not limited to, all software and written material, including programs, tapes, listings, and other programming documentation.
- (g) "Confidential Information" hereunder includes all information which is considered proprietary to the Agency, the Client or its customers, as the case may be, including but not limited to information or materials related to the business affairs of the respective party, customer information, designs and documentation of systems and software, and the Services and Deliverables developed as part of this Agreement.
- (h) "Effective Date" of this Agreement shall mean the date on which the order form was placed by the Client.
- (i) "Representatives" shall mean either as individuals or collectively, employees, officers, directors, agents and consultants of the Agency and the Client, as the case may be.
- (j) "Records" shall mean such notes, sketches, drawings, photocopies or other written or photographic records of or relating to each Project.
- (k) "Proprietary Rights" shall mean all patents, copyrights, trademarks and trade secrets in any Services or Deliverables.
- (l) "Pricing" shall mean the fees paid by the Client to the Agency as set forth on the Agencies website, written quotation and/or the Project Brief.
- (m) "Services" shall mean all work performed by the Agency for the Client on each Project.

2. Payment Terms

A deposit of between 35% and 50% depending on the size of the project is required before any design work will be carried out and is non-refundable. Once a website has been designed and completed the final balance of payment is then due. There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the clients' satisfaction and no refunds can be offered. We do offer free updates for a month after completion to allow for any final amendments that may be required.

In the case of search engine optimisation projects all work carried out must be paid for in advance.

It is the Agency's policy that any outstanding accounts for work carried out by the Agency, employees or subcontractors are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with the Agency.

If accounts are not settled or the Agency has not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgments (ccj's) being added to the clients credit rating.

Arrangements can be made for services to be paid for on a monthly basis. Payments can be spread over 6 or 12 months. A monthly standing order must be setup and one sixth or one twelve of the total amount must be paid on the set date every month.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

3. Variation of Charges, Services And Terms

The Agency reserve the right to increase or decrease charges and/or introduce new charges and/or add or remove or change the services provided by the Agency to the Client from time to time. In the event of any such changes, 14 days prior notice will be given to the Client by the Agency.

4. Ownership of Services and Deliverables

The Client agrees that the Agency shall retain Proprietary Rights with respect to any Services or Deliverables provided to the Client by the Agency.

5. Warranties

- (a) The Agency warrants that any Services provided shall be done in a workmanlike manner by competent personnel, knowledgeable in the Services and Deliverables there under.
- (b) The Agency makes no other warranties of any kind or nature, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or use or warranties of uninterrupted or error free performance of computer systems, hardware, software, application or equipment.

6. Damages

It is expressly agreed between the Client and the Agency that the liability for any damages arising out of provision of the services under this agreement to the Client by the Agency whether caused by negligence of the Agency, its employees, agents and subcontractors or otherwise is limited to actual damages, but shall in no event exceed £100,00. The Client and the Agency hereby acknowledge that damages would be difficult to ascertain and quantify and agree that this provision liquidates the damages and is not a penalty.

7. Confidentiality

- (a) The Agency shall, cause each of the Representatives working on the projects, to keep all Confidential Information of the Client or the Clients customers confidential, not to disclose it to any third party without the prior written consent of the Client or the Clients customers, and not to use it for any purpose other than that for which it was provided to the Agency.
- (b) The Agency shall only disclose Confidential Information to those Representatives who need to know the same for legitimate business purposes.
- (c) The Client and its Representatives similarly agree to maintain information regarding The Agencies processes, tools, methodologies and any other Confidential Information of the Agency strictly confidential, and the foregoing paragraphs shall apply equally to the Clients obligations to the Agency.
- (d) Notwithstanding the above, Confidential Information shall not include any information which
- (i) is available to the public, or becomes available to the public other than as a result of an improper disclosure hereunder,
 - (ii) was previously known to the party obligated hereunder, or
 - (iii) becomes available to the obligated party on a non-confidential basis from a source other than the disclosing party, provided the source is not known by the obligated party to be in violation of a confidentiality obligation to the disclosing party.

8. Standard of Quality

- (a) The respective Project Brief shall provide a list of the measures to be taken and the quality criteria to be applied in the execution of a Project.
- (b) Services provided by the Agency shall be tested by the Client. Successful testing of the designs based on the above provided criteria will signify the completeness of the Services delivered and the fulfilment of the acceptance criteria.

9. Independent Contractor Status

- (a) The Agency and the Client agree and understand that the Agency is performing under this Agreement as an independent contractor for the Client, and neither the Agency nor any of its employees, agents or subcontractors are employees or agents of the Client.
- (b) The Agency, its employees, agents and subcontractors have no authority to make any contract or create any obligation or liability whatsoever on behalf of the Client.
- (c) Nothing contained herein shall be construed as reserving to the Client any right to control the Agency with respect to The Agencies conduct in the performance of this Agreement or the manner in which the Services under this Agreement are performed.

10. Force Majeure

Neither party shall be liable to the other party for any failure to perform or delay in performance of any of its obligations or duties or the terms of the provision of this Agreement, if any, to the extent such failure or delay is caused by or are attributable to any event of force majeure, to the extent the event is not within the control of that party whose performance under this Agreement is effected thereby.

11. Validity

- (a) This agreement shall come into force on the Effective Date of this Agreement and shall be valid for a period of 12 months. Thereafter the agreement may be extended by a further 12 month period. Renewal of this Agreement shall be taken up one month prior to the expiry of this Agreement.
- (b) This Agreement may be terminated by the Client in writing.
- (c) Either party may terminate a specific Project Brief, with notice, should any of the following occur:
- (i) any material breach of the provisions of this Agreement by the other party;
 - (ii) theft or fraud by the other party;
- (d) In the event that a Project or Project Brief is cancelled before its completion, the Client shall pay the Agency for its Services and Deliverables provided (whether or not complete) until the date of cancellation plus any reasonable a wind-down cost of £100. Expenses incurred by the Agency thereafter (including, without limitation, any reasonable expenses incurred in reallocating employees of the Agency to other projects).

12. Other Provisions

- (a) The terms and provisions of this Agreement or any Project Brief cannot be altered or modified without a written instrument duly signed by both parties.

(b) By executing a Project Brief with respect to a Project, the Agency and the Client acknowledge that there are no agreements or understandings written or oral, between them with respect to the Project other than as set forth herein or in the Project Brief and that this Agreement and such Project Brief contain the entire agreement between the Agency and the Client with respect to such Project.

(c) In the event that the Agency provides Services or Deliverables to the Client without a Project Brief being executed with respect thereto, all of the terms and conditions of this Agreement shall apply with respect to the provision of such Services or Deliverables to the extent that they are not in conflict with any other written agreement governing the provision of such Services and Deliverables.

(d) No omission or delay by the Agency or the Client at any time to enforce any right or remedy reserved to it, or to require performance of any other terms, covenants or provisions hereof or of a Project Brief shall be a waiver of any such right or remedy.

(e) All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement or Project Brief shall be given in writing and shall only be deemed received upon actual receipt by the Agency or the Client, as the case may be. Telecopy, email and courier services are permissible non-exclusive means of delivery. It shall be sent to the person and to the address or fax number for such party set forth on the order form overleaf or to such changed person, address or fax number as may be subsequently submitted by written notice of either party. (name, address, email, fax number & telephone number).

13. Severability

In the event any one or more of the provisions of this Agreement and/or Project Brief shall be held invalid, illegal or unenforceable, the remaining provisions of this Agreement and/or Project Brief shall be unimpaired and the Agreement and/or Project Brief shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision which comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

14. Jurisdiction

This Agreement shall be construed in accordance with and governed for all purposes by the laws of England and Wales.