



TERMS & CONDITIONS

INTRODUCTION

Last updated

07/02/2014

The following terms and conditions apply to all services offered by Laser Red, by ordering services from Laser Red you are agreeing to the following terms and conditions.

We reserve the right to refuse to construct a website, which we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented

material such as pornography; sites that promote hatred towards persons belonging to any ethnic group, religion or sexual orientation, and sites which infringe copyright or are contrary to UK laws.

The acceptance of a commission shall be deemed as a contractual agreement between the Customer and Laser Red.

Confidentiality

The Client and Laser Red may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

- Is already known to the party to which it is disclosed
- Is or becomes part of the public domain without breach of this Agreement
- Is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement

Ongoing Work

If, during the Website Development Cycle, the Customer does not supply the content required in order to complete the commission within a reasonable amount of time, Laser Red will consider that the Customer wishes to cancel the commission. However during short periods of waiting we will undertake other Customer work, upon receipt of content we will resume work as soon as possible.

Regular ongoing work such as web site maintenance will be completed and uploaded. Laser Red will provide invoices upon completion of the work for services at the end of each calendar month.

Upon completion of the project and full payment of the fixed fee, Laser Red agrees to remain reasonably available for web site maintenance at the request of the Client at a fee of £50.00 per hour. Advanced work of a large scope may result in additional flat-rate contracts.

Dates

Laser Red cannot always guarantee to start work immediately on a commission but will arrange a date with the Customer as to when work can commence.

Laser Red will make every effort to meet agreed upon due dates. The Client should be aware that failure to submit required deposit, information or materials may cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work.

Expenses

Client agrees to reimburse Laser Red for any of the following expenses necessary in completion of the Work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock photography, Travel, Telephone Consultation).

Assignment of Work

Laser Red reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion at Laser Red's discretion.

Changes and revisions

Any major revisions, changes, or expansion of scope beyond the original work order or creative brief will alter both the time and cost of the project. Both Client and Laser Red hold the right to identify an expansion beyond original scope, at which point both will discuss revisions or additions to this contract.

Original Work & Liability

All work put forth by Laser Red is, to the best of the Laser Red's knowledge, original work or resources under the public domain licensed for redistribution under commercial contract. The Client will not hold Laser Red liable for any damages caused by the work itself or a failure to complete the work in a timely manner.

Publication

The Client may publish or disclose information regarding the Work and can acknowledge the support of and relationship with Laser Red in all such publications. The Client will not use the name Laser Red, in any advertising or publicity without the prior written approval from Laser Red. Laser Red will not use the name of Client, in any advertising or publicity without the prior written approval from the Client.

Laser Red, in addition to subcontractors, reserves the right to list the Client in a portfolio context with a clear description of the work accomplished as well as an accurate description of individual roles within the project.

Material / Copyright

All rights not expressly granted hereunder are reserved to Laser Red, including but not limited to all rights in sketches, comps, or other preliminary materials.

All material, both text and images supplied by the Customer and used in the construction of the Customer's web site, will remain the Customer's property. All such material will be assumed to be the property of the Customer and free to use without fear of breach of copyright laws. Charges for web design work does not cover the release of source .png, .psd, .eps, .ai, .dwt or .fla files; if the Customer requires these items then a separate quotation can be prepared.

The copyright of all HTML, JavaScript, PHP, SQL and any other type of code created or produced by Laser Red will remain the property of Laser Red unless otherwise agreed in writing.

The copyright of all graphics, text, photographs and all other media created or produced by Laser Red will remain the property of Laser Red unless otherwise agreed in writing.

The Customer must obtain permission and rights to use any information or files that are copyrighted by a third party. The Customer is further responsible for granting Laser Red permission and rights for use of the same and agrees to indemnify and hold blameless Laser Red from any and all claims resulting from the Customer's negligence or inability to obtain proper copyright permissions.

A contract for services and/or placement shall be regarded as a guarantee from the Customer to Laser Red, that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

Termination

Either party may terminate this Agreement by giving fourteen (14) days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Laser Red shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within thirty days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Laser Red and Laser Red shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment or violation of the terms of this contract.

If the Customer is deemed to have canceled and maintains any information or files on Laser Red's Web space, Laser Red will, at its discretion, remove all such material from its web space. Laser Red is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Customer of the obligation to pay any outstanding charges assessed to the Customer's account.

Services

All Service prices quoted by Laser Red are based on content agreed at time of order between the Customer and Laser Red.

Purchase Orders

After receipt of the Customers signed purchase order, Laser Red reserves the right to revise the original quotation where alterations to content or specifications are made by the Customer and not covered by the Customers original signed purchase order.

Email Orders

After receipt of the Customers email, Laser Red reserves the right to revise the original quotation where alterations to content or specifications are made by the Customer and not covered by the Customers original email order.

In Development

While the Customer's site is in development by Laser Red, Laser Red commits to make available at all times all work in progress. The Customer agrees to use this facility for review purposes only.

Payment

All invoices are due within fifteen (15) days upon receipt. Invoices are normally sent via email. The Client shall assume responsibility for any costs associated with defaulting in payment, including a service charge in the amount of the higher of ten percent (10%) of the amount of the outstanding debt or £10, per month.

Administration Charge

Any payment returned by the bank or credit card company will incur a £10 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the customer.

Default

Accounts unpaid thirty (30) days after the due date of invoice will be considered in default. If the Customer, in default, maintains any information or files on Laser Red's Web space, Laser Red will, at its discretion, remove all such material from its web space. Laser Red is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Customer of the obligation to pay any outstanding charges assessed to the Customer's account. Cheques returned for insufficient funds will be assessed a return charge of £10 and the Customer's account will immediately be considered to be in default until full payment is received. Customers with accounts in default agree to pay Laser Red reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Laser Red in enforcing these Terms and Conditions.

Completion

On completion of the Website, the Customer will be required by Laser Red to sign and return one of the following; a paper project completion approval form or a digital online project completion approval form.

On receipt of full payment of final invoices, Laser Red will upload the Customer's website to the agreed domain location. At this time the website's title and ownership will transfer to the Customer. Ownership by the Customer does not include transfer of copyright for files created by Laser Red to the Customer.

Images / Photography

Laser Red subscribes to an image library, which allows images to be used on websites created for Customers by Laser Red. Should Laser Red be unable to gain appropriate images from this source, alternatives will be identified, and any conditions of use made clear to the Customer, along with any additional associated costs.

Data

All customer supplied data stored in an online database is the property of the Customer along with any rights and responsibilities associated with this, including, but not limited to, the Customers' responsibilities and duties in relation to the Data Protection Act.

Display Acceptably

Laser Red makes every effort to design pages that display acceptably in the most popular current browsers, but cannot accept responsibility for pages, which do not display acceptably in new versions of Internet browsers released after pages have been designed.

Access Requirements

If the Customer's Web site is to be installed on a third-party server, Laser Red must be granted temporary read/write access to the Customer's storage directories, and 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.

Post-Placement Alterations

Laser Red cannot accept responsibility for any alterations caused by a third party to the Customer's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

Domain Names

Laser Red may purchase domain names on behalf of the Customer. Payment and renewal of those domain names is the responsibility of the Customer. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Laser Red. The Customer should keep a record of the due dates for payment to ensure that payment is received in good time.

Design Credit

A link to Laser Red will appear in either small type or by a small graphic at the bottom of the Customer's Web site. If a graphic is used, it will be designed to fit in with the overall site design. Removal of Design Credit by the Customer or any third party will result in an additional charge to the Customer of £500, unless the removal or non-inclusion of this Design Credit is agreed by Laser Red and the Customer before any work is undertaken by Laser Red.

Price Review

Laser Red reserves the right to alter prices at any time without notice. If a Customer has commissioned any services from Laser Red prior to a change in prices, that commission will not be subject to any increase, but any subsequent commission may be subject to an increase.

The Client and Laser Red are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Laser Red has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other beyond the terms of this contract.

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom applicable therein.

Laser Red reserves the right to change or modify any of the terms and conditions contained in these Terms and Conditions.

By agreeing to these terms and conditions your statutory rights are not affected.

Questions

If you have any questions or complaints about the quality of service you have received from Laser Red please contact us. We take customer satisfaction very seriously and will investigate your complaint promptly and thoroughly.

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