

## CALICO TERMS AND CONDITIONS

The following terms and conditions apply to all website development / design services provided by Calico to the Client.

### 1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

### Cancellation post-acceptance of estimate

Cancellation post-acceptance of estimate Any Calico proposal for digital design, web design, logo design, marketing or any ideas expressed within any Calico proposal are the property of Calico. Any Calico proposal constitutes consideration for the purpose of this contract. By accepting any Calico proposal or estimate, you are entering into a contract with Calico and will be liable for a minimum of 25% of the maximum total value of the estimate regardless of whether you cancel the order. In short, if you cancel the order after acceptance, you will still be liable for 25% of the total value of the estimate.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

### 2. Charges

Charges for services to be provided by Calico are defined in the project estimate that the Client receives via e-mail. Estimates are valid for a period of 30 days. Calico reserves the right to alter or decline to provide an estimate after expiry of the 30 days.

**Unless agreed otherwise with the Client**, all website design services require an advance payment of a minimum of twenty five (25) percent of the project quotation total before the kick-off meeting with the Client, regardless of whether this is conducted face to face or via a webinar/online facilitator. A second charge of fifty (50) percent is required after the development stage, with the remaining twenty five (25) percent of the project estimate total due upon completion of the work, prior to upload to the server or release of materials.

Payment for services is due by cheque or bank transfer. Cheques should be made payable to Calico and sent to Calico, 30-32 The Bell Centre, Newton Road, Crawley, West Sussex RH10 9FZ. Bank details will be made available on invoices.

### 3. Client Review

Calico will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Calico otherwise within ten (10) days of the date the materials are made available to the Client.

### 4. Turnaround Time and Content Control

Calico will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon Calico receiving initial payment, unless a delay is specifically requested by the Client and agreed by Calico.

In return, the Client agrees to delegate a single individual as a primary contact to aid Calico with progressing the commission in a satisfactory and expedient manner.

During the project, Calico will require the Client to provide website content; text, images, movies and sound files

#### 5. Failure to provide required website content:

Calico wishes to remain efficient so we must ensure that work we have programmed is carried out at the scheduled time. This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, **we reserve the right** to impose a surcharge of up to 15%. If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do within 14 days of project commencement, we reserve the right to close the project and 50% of the entire balance remaining becomes payable immediately.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. We will supply templates for you to use if required.

Using our content management system you are able to keep your content up to date yourself.

#### 6. Payment

Invoices will be provided by Calico upon completion but before publishing the live website. Invoices are normally sent via email, however the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

#### 7. Additional Expenses

Client agrees to reimburse Calico for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc. This does not include travel or subsistence to visit the Client unless previously agreed between the Client and Calico.

#### 8. Web Browsers

Calico makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer 9, Google Chrome, etc.). Client agrees that Calico cannot guarantee correct functionality with all browser software across different operating systems.

Calico cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Calico reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

## 9. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Calico's Web space, Calico will, at its discretion, remove all such material from its web space. Calico is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Calico reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Calico in enforcing these Terms and Conditions.

## 10. Termination

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honored until and unless confirmed in writing. The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

## 11. Indemnity

All Calico services may be used for lawful purposes only. You agree to indemnify and hold Calico harmless from any claims resulting from your use of our service that damages you or any other party.

## 12. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Calico the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Calico permission and rights for use of the same and agrees to indemnify and hold harmless Calico from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to Calico that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

## 13. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (Word files delivered on disc or via e-mail or FTP) and that all images or graphics and or videos will be provided physically in high-quality electronic formats in .gif, .jpeg, .png .tiff .movs .mp4 and .wmv. Although every reasonable attempt shall be made by Calico to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

## 14. Design Credit

A link to Calico will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. The Client also agrees that the website developed for the Client may be presented in Calico's portfolio.

## 15. Access Requirements

If the Client's website is to be installed on a third-party server, Calico must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

## 16. Post-Placement Alterations

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

## 17. Domain Names

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

## 18. General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

## 19. Governing Law

This Agreement shall be governed by English Law.

## 20. Liability

Calico hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Calico to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

## 21. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement 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,