



## Soda Design Ltd - Terms & Conditions

### General

These conditions apply to all goods and services supplied by SODA DESIGN LTD.

The following conditions apply to all services supplied by SODA DESIGN LTD. ('The Agency').

All work will be supplied as specified and agreed on the Purchase Order with the Client.

The Agency will aim to provide Clients with a guide to external costs involved (e.g. print costs or web hosting) in the quote, but reserves the right to pass on any changes in external costs to the Client.

The Agency will reserve the right to terminate the contract forthwith; where an invoice remains unpaid by the client for a period of one month after the date when the payment becomes due and the Agency shall be entitled upon termination to cancel any contracts arranged by it between the Agency and the Clients.

### Copyright and Design

SODA DESIGN LTD will retain the copyright of any material, created for the client by SODA DESIGN LTD until payment of the final invoice. At this time it will become the property of the client.

### Registration Charges

All third party costs arising from the registration of a domain name shall be met by the Client and are payable to SODA DESIGN LTD. This is included in the standard invoice issued after approval for work to commence.

### Search Engine Submission

SODA DESIGN LTD are not responsible for the client's on-going web site promotion. Should the client require the site to be promoted a separate contract must be agreed. SODA DESIGN LTD can make no guarantees about the success of any search engine promotion activity because this is controlled by the search engines.

### Future Support

The completed website is provided as a complete work. SODA DESIGN LTD can normally provide future support upon request but there can be no guarantee of future support unless an ongoing support package is negotiated.

### Computer Systems, Software & Equipment

The Agency shall not be liable for any delay in, or failure to, perform any of its obligations if the delay is caused by circumstances outside reasonable control of the Agency, and for failure of any computer system, software or other equipment used by SODA DESIGN LTD, or any of its suppliers. The Agency shall be under no circumstances be liable for any consequential loss.

#### Soda Design Ltd

Branston Court Branston Street Birmingham B18 6BA

Tel +44(0)121 320 2105 Email [post@sodadesign.co.uk](mailto:post@sodadesign.co.uk)

Web [www.sodadesign.co.uk](http://www.sodadesign.co.uk)



### **Privacy**

SODA DESIGN LTD use a third party hosting company whose privacy statement read as follows:  
"All information, mail messages and other data stored on the Company's computer system will be treated as private and solely the property of the Customer at all times and will not be duplicated, copied, reproduced or viewed publicly in any way except with express or implied permission of the Customer and/or for the purpose of the Company's back up services and/or providing the Customer with the Services and/or for the Company's own internal purposes such as market research."

### **Sub-contracting**

The Agency may sub-contract any parts of the work or services to be provided, but shall remain liable to the Client for the proper performance or its obligations.

### **Prices**

All quotations, tenders, estimates are based on current prices and are subject to amendment on or after acceptance to meet any rise or fall in the price of materials, components, external hosting and other items.

The Agency reserves the right to submit interim accounts from time to time where work is on-going in nature.

The Agency reserves the right to request a payment of 50% of the final cost of project to cover external costs and initial design work as stated in the quote. The Agency reserves the right to await payment before embarking on any work.

### **Ownership Of Goods**

All work carried out by the Agency will remain the property of the Agency until full payment has been received.

On any payment from the Client to the Agency becoming overdue, the Agency may at anytime (and without prejudice to any of its other right) recover or resell the goods supplied including removing a website from the server.

### **Payment**

Except and to the extent otherwise stipulated in the relevant quotation or order, payment for goods and services shall be due on the terms stated on the invoice to the Client. The Agency reserves the right to charge interest at the rate of 6% above the HSBC Minimum Lending Rate for the time being, on overdue accounts from the date which they become due until the date of payment.

Accounts that have not been settled within 7 days of our final reminder may incur a late payment charge of 10% of the amount outstanding. You will also be charged statutory interest of 8% above the Bank of England base rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation.



### **Risk**

Unless otherwise agreed or stated in the Agency's quotation, risk in respect of goods shall pass to the Client when the goods are despatched from the Agency's premises.

### **Warranty**

The Agency will rectify any defect provided that:

- (i) the client notifies the Agency of any claim within 30 days of the site going live
- (ii) the Agency is allowed a reasonable opportunity to inspect the website or material so as to confirm that it is defective.
- (iii) the goods have not been modified, mis-handled or mis-used.

### **Indemnity**

The Agency shall not be required to display any matter which in its opinion which is or maybe of illegal or libellous nature or an infringement of the proprietary or other rights of any third party.

The Client acknowledges that websites prepared by the Agency is on the basis of information supplied by the Client. Accordingly, the Client will indemnify the Agency against:

- (a) any claims, cost and expenses arising out of any illegal or libellous or otherwise actionable matter or any infringement of copyright patent design or of any proprietary rights. The indemnity shall extend to any amounts paid on the advice of the Agency's solicitors in settlement of any claims.
- (b) any legal costs incurred by the Agency in connection with any proceedings brought against it in the Trade Description Act 1968 in which either of the statutory defences are proved.

### **Data Storage**

Should data be lost, SODA DESIGN LTD will do everything within their control to reinstate the data. However SODA DESIGN LTD cannot be responsible for catastrophic loss of data, for example, but not limited to, the event of theft or fire.

Data is held in storage which only SODA DESIGN LTD employees have right of access to and is locked overnight.

### **Applicable Law**

These conditions are to be construed and operated in accordance with English Law and any dispute arising under them or any order shall be settled in the Courts of England.

#### Notes:

Should SODA DESIGN LTD waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit SODA DESIGN LTD to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected. SODA DESIGN LTD reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact us.