



Terms of Business

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These terms and conditions relate to all and any agreement between us when you buy website services from us. Details of the consideration (price you pay and when we will supply) will be contained in the form requesting services – the Quote / Purchase Order.

1 SERVICES

1. “Services” are those supplied as detailed on the Quote / Purchase Order.
2. Our services are provided to the best of our ability and based on the Designer’s or Developer’s personal experience and any data, materials, information, facts and issues you provide. Any opinion, statement, recommendation or anything whatsoever shall not form a guarantee.
3. You confirm that you are aware that any results, whether Search Engine Optimisation, increased exposure, marketing, sales or other basis cannot be guaranteed from our website services. You enter into this agreement with the understanding that you are responsible for your own results. You hold us free of all liability and responsibility and particularly for any actions or results or adverse situations created as a direct result of specific referral or advice given by us.

2 SUPPORT

1. Any support is detailed in the Quote / Purchase Order.

3 COMPATIBILITY

1. Use of the internet and Websites is designed for computers which meet certain specifications as to hardware, including servers, and software. It is your responsibility to ensure that the server we agree to initially install the website on meets our minimum criteria for this. Consultancy advice can be provided to you at your request as to the specifications. We will advise you at the time of your request whether an additional charge will be made for this advice.
2. We will use our best endeavours to ensure that any website designed and/or developed is compatible with the version current at the date of the Quote / Purchase Order for the Internet Explorer, Firefox, Flock, Chrome and Safari. Any browser-specific requirements will form part of the Quote / Purchase Order.
3. You agree to fully check anything provided by us and to test any service, including a website before it is made generally available for use. You will use 5 working days, from the date that we advise you that the work is ready, to do this and queries etc. should be sent to help@redstarcreative.co.uk. Such testing and checking is your responsibility. If we do not hear from you within 7 working days from the date that we advise you that the services or site are available for testing and checking then we will assume that you accept the services and/or site as it is and will be deemed completed and any balance payment immediately becomes due. If any errors, “bugs” or problems are found after the site or services commenced or gone “live” we will use our best endeavours to make the necessary corrections but we are not obligated to do so.
4. Where the agreed price for the services includes design, this is for the initial design only. Subsequent redesign/design will be liable to an extra charge which will be agreed with you

5. Once installed and/or completed, unless we have a specific written agreement with you, you are ultimately responsible for computers, including servers, hardware and software, hosting, and maintaining a stable internet connection.
6. Where a third-party platform software module is purchased for your project, we will offer support in line from that provided from the vendor. We shall not provide any warranty outside of these terms and further changes due to software upgrades, regardless of the project status will be deemed as chargeable at the prevailing support rate.

4 DEFINITIONS

1. "On-going services" means any services we provide on an on-going basis, usually after the initial work is completed, such as maintenance, support, hosting, content management, writing bespoke components, Search Engine Optimisation, etc, as particularly detailed in the Quote / Purchase Order.
2. "Nominated Persons" on the Quote / Purchase Order, if applicable, means the person(s) within your organisation who we will be dealing with. We will not deal with anyone else unless you have our written agreement. It is your responsibility to ensure that all contact details are accurate and up to date.
3. "Consumer" means anyone purchasing not in the course of a business. We do not intend to affect statutory rights.
4. "Maintenance services" means anything that we do to support or maintain your website and the presence of the internet as specified on your Quote / Purchase Order.
5. "Working days" means any Monday to Friday from 9am to 5pm excluding all Public and bank holidays in England and Wales.

5 ABIDE BY TERMS

1. By making use of our organisation and its services you will be deemed to be aged 18 or over and to have read, understood and agreed to be bound by the Quote / Purchase Order and terms and conditions. Where you are entering into an agreement on behalf of an organisation you confirm that you have the legal right to do so.

6 SUPPLY OF SERVICES

1. Whilst we will use our reasonable endeavours to supply the services, we shall not be responsible for any failure to provide services or any unavailability. We cannot guarantee that access to your website or any other services will be available, uninterrupted, secure or error-free. We are not responsible for any events, such as crashes, which may result in data loss.
2. We make no warranty against electronic virus, worms or any other fault or defect or problems which may occur or as a result thereof, including data, documents or any e-mails we send you.
3. Presence of a website on the internet is not our responsibility and hosting is required to run and maintain storage of information for your website, and you must ensure that the domain name is registered and renewed. Unless specifically included in the Quote / Purchase Order, or you have a separate written agreement with us, hosting and domain name registration is your responsibility. Where applicable, hosting will only take place whilst you have current and valid domain name

registration. Where your website is designed by us but you do not want it hosted with us then, or you require a copy of the website, then we make a charge for providing a static copy of the website (this does not include any source code) on CD or DVD chargeable at £150 plus VAT.

4. If we have agreed to deal with domain name registration on your behalf, you understand that

(a) we can not guarantee availability of any name

(b) this will only take place once we have cleared payment of all charges due from you in this matter.

We have no responsibility in relation to your use of a domain name, will not be involved in any dispute between you and any other person or organisation and you agree to fully indemnify us in this regard. If we become aware of any dispute or potential dispute we reserve the right to suspend or cancel services associated with the domain name, and/or to make any representations to the relevant Naming Organisation.

(c) it will be registered initially in our name, and will only be transferred through to you in the event that any outstanding payments on your account are cleared

5. During the supply of services we may make recommendations for other suppliers and this does not form any endorsement or guarantee as to supply of either services or products.

6. We reserve the right to suspend the services and to substitute any person within our organisation, such as developer or designer, where necessary.

7. Where specified on the Quote / Purchase Order, when we provide the services to your organisation we deal with nominated persons. However, we reserve the right to refuse to work with any specific individual within your organisation without specifying a reason.

8. If we have specifically agreed on the Quote / Purchase Order to supply any report or documentation, they will be in whatever format and contain the information that we, in our absolute discretion, deem appropriate. We also reserve the right not to disclose details such as campaign management such as our strategies on keyword matching, bid management or advert construction.

7 SERVICES AND PROJECTS

1. Any services, including Projects, such as writing bespoke components, modifications and amendments will be as detailed in the Quote / Purchase Order which will contain all work and support. For any additional work and/or support, please refer to clause 2(2).

2. At all times you will have full responsibility for use and all content on your website and it will always be your responsibility to ensure that any document or item you submit to us complies with these terms and conditions and that the website and its content complies with all legislation and does not breach any third party rights. You specifically agree to fully indemnify us in this regard including, but not limited to, against any allegations, claims or actions.

3. If a problem occurs with your use of our services, and you then have not proved to our sole satisfaction that the problem is not as a result of your default, negligence or misuse, then the correction of any such problems is never included in any services. In addition, the following will not be covered by maintenance services but we may agree to carry out work at additional cost

(i) any accident or disaster to the website, any improper use, operation or neglect unless we confirm that this is our sole and direct negligence or default

(ii) your failure to implement our recommendations or solutions in respect of faults we have previously advised you about

(iii) where you fail or refuse to allow us full access to the website

(iv) using the website for a purpose it was not intended

(v) access, interference by anyone other than us

4. Whilst we will use our best endeavours to deal with your specific requests for support and maintenance services within time estimates, we refer you to clause 18. In addition, when we receive such a request you agree that we solely determine the level of urgency and that we will use our best endeavours to deal with such requests in accordance with the following time estimates

Routine requests – 15 working days

Urgent requests – 10 working days

Critical requests - 4 working days

8 THIRD PARTY

1. The very nature of the services means that third parties may be involved, including the applicable Naming Organisations (such as ICANN, Nominet) and server providers for hosting. These will either be in the Quote / Purchase Order or you can ask us for full details. This may involve payment of additional fees.
2. Some features of websites will be based on software or items provided by third parties, such as shopping cart software or banking. Any such software is provided on an "as-is" basis, without warranty and you specifically agree we are not responsible for any faults, failures, errors, or issues relating to the operation of third party software nor the availability of updates and upgrades.
3. It is your responsibility to adhere to any agreement that is in force pertinent to the hardware, software or any other item in the form of a user agreement. By entering into any agreement with us you are also confirming that you have read and agree to adhere to that user agreement, including any fee payment, and that you understand that there is an agreement directly between you and the Third Party. Furthermore, you specifically agree that we shall have no liability, obligation or responsibility for any activity, use or dispute between you and any such third party.

9 PRICES AND PAYMENT

1. The price you must pay for our services will be fully outlined in the Quote / Purchase Order. Any quotes or estimates are valid for 30 days from the date of the quote or estimate.
2. Payment for all services must be made in full, by UK cheque, Standing Order or direct bank transfers, GBP Sterling within 7 days of the date of any invoice supplied. This includes any taxes due. We also accept payment by Paypal or Google checkout but if you pay using these methods you must pay an additional 3.5% of the total.
3. If you do not pay or there are any problems with your chosen method of payment then once you have ordered services you are still responsible for payment. If we do not receive payment within 7 days of the date of the invoice, then

(i) we will charge interest at the rate of 10% for each month or part thereof that the invoice, or any part of it, remains unpaid, until we receive full cleared payment, in addition to any applicable Statutory Late Payment Changes.

(ii) we are also entitled to recover all reasonable costs and expenses incurred in obtaining payment from you

(iii) any discount previously given will automatically be removed and you will be liable for payment of the full amount before discount.

4. Where payment is not paid when due or is a part of staged payments, then late or non-payment automatically means that all work will stop until such time that full payment (including any accrued or extra payment) is made. This includes our right to cancel data, disable or remove your website without notice. No refunds will be made and no work or product of services will be released until cleared payment in full has been made.
5. (i) Unless you have our written agreement otherwise, a non-refundable 50% deposit is payable by you before we commence any work. Please refer to the Quote / Purchase Order for our payment structure.

(ii) Hosting and license fees are charged on an annual basis and are non-refundable

(iii) We reserve the right to invoice the full project balance when the development of the project is deemed complete and we are waiting for the supply of content or third-party information.
6. Where payment is to be made on a pre arranged monthly basis for on-going services, you are charged 1 month in advance. If you take more than the agreed time, these overflow hours are charged and must be paid for at the end of that month. If you take less than the agreed time, these unused hours will accrue and can be taken as and when needed within the following month only and can not be carried over again. There is no monetary rebate or discount for unused hours.
7. We reserve the right to increase prices for any on-going services, such as maintenance, which may be as a result of Third Party increases. If we do, then we will give you at least 30 days' notice in writing. Consumers can then cancel most agreements at any time up until 14 days before the next supply of those on-going services.
8. For payment made via a third party/third party services, you confirm your agreement to adhere to that third party's user agreement.

10 PAYMENT & PASSING OF RIGHTS

1. Upon cleared payment of all amounts due to us from you, you are assigned the rights to use the website, including the HTML code, cascading style sheets, text, graphics, animation, audio components and digital components contained within the finished website and any software we provide. All Intellectual Property remains our property. Unless you have our specific written agreement, which is usually contained on the Quote / Purchase Order, ownership of anything we provide during the services does not pass to you.
2. No such rights as described in (1) above will pass until the cleared payment of all amounts due to us from you and we will have a lien over any data. If all payments due from you have not been paid and cleared in full within 2 months from the date of the invoice you agree that you will forfeit your rights.
3. Rights to photographs, graphics and any third party items, such as script source code, always remain the property of their respective owners.
4. You understand that you have a right to use our services and no rights of ownership are conveyed unless specified within the Quote / Purchase Order.

5. Unless you have our specific written agreement, all interfaces, navigational devices, menus, menu structures or arrangements, icons, help, all operational instructions, scripts, cgi applications, software, programming/source code, and all other components of any source or object computer code that comprises the website, all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the content and design elements used or developed remain our property and we retain full ownership rights. You specifically agree not do anything that may in any way infringe upon or undermine our rights, title, or interest in the website. This includes, but is not limited to, any sale, transfer or gift of the whole or of any part of any item, data or anything whatsoever that we own. You fully understand that we may reproduce, reuse, develop and use in any other way we choose, anything within our ownership.
6. Upon termination you no longer have the right to use services and where applicable, you must remove anything in connection with those services within 7 days of termination.

11 LICENSE TO USE

1. You agree that we have a non-exclusive, worldwide, and royalty-free licence for the whole of any term, including any renewal term, if applicable, to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your content as necessary solely for the purposes of rendering and operating the Services to you under this Agreement.

12 RESPONSIBILITY AND MISUSE

1. You agree that you are responsible for the actions of all your employees, agents, consultants or those who appear or purport to be a member of your organisation or working with them.
2. You agree that you will solely be responsible for your use of any services provided to you, that you will not misuse them in any way and that you will use our services legally and only for the purposes that they are intended to be used for. This includes, where applicable, responsibility for the security of passwords. You will also be responsible for ensuring that you do not breach any third party agreement, prohibited activity or misuse policies.
3. Furthermore you agree that you will abide by all copyright and intellectual rights and that you will abide by any laws applicable to the website and its ownership and all use, or the agreement between us and/or the operation of it.
4. We refuse to handle in any way information, data or material which we, in our absolute discretion, deem to be illegal, offensive or controversial, and as such reserve the right to terminate this agreement without notice.
5. You specifically agree that we have no liability in respect of this clause and furthermore you will indemnify us for any loss resulting in any breach of this clause.

13 ACCURACY, DATA AND RESPONSIBILITY

1. You agree, within a reasonable time of our request, to co-operate with us to provide any documents, information and/or materials, support and facilities required, and allow us to install any software or item (such as Google Analytics for Search Engine Optimisation Services) we deem necessary to provide the services. In addition you agree to obtain all and any licences, permission, consents and anything similar prior to the supply of the Services at your cost unless specified within the Proposal.

2. You confirm that any data, information, materials or documents or anything passed to us have been checked by you as being accurate, suitable for the use you require, is proofread and does not breach any copyright, intellectual property or the rights of any third party, whatsoever in nature, and is not contrary to any law and is virus-free and functions satisfactorily. This includes, where applicable, that any advertising complies with the Advertising Codes of Practice, relevant industry codes of practice, together with current legislation. You also agree that any personal data which you hold is held with the data owner's consent.
3. You agree that all text and graphics will be provided by you in the format as specified by us. If we have to do any work because the information is not in this format then we reserve the right to charge you an additional amount for that work.
4. You are always responsible for anything which you submit to us including, but not limited to data, information, materials or documents or anything else whatsoever and we advise that you maintain adequate insurance both in transit and whilst in our care. We always advise that you retain copies of anything which is submitted to us. We cannot be responsible for the destruction or damage of any item whatsoever which you submit to us, including replacement, re-shooting, reprinting, copying nor any losses whatsoever which occur as a result thereof.
5. You specifically confirm that we are not responsible for any loss, omission, additions, changes, alteration, typographical, clerical or other error or omission within any information or documentation regarding the services. If you or someone on your behalf makes any changes, additions or any other alteration, then any work that you ask us to do in this respect, including rectification, will be charged at our usual rate. We will advise you of the rate of those charges before any work begins.
6. You specifically agree that we have no liability in respect of this clause and furthermore you will indemnify us for any loss whatsoever.

14 BANDWIDTH, DATA-TRANSFER AND STORAGE

1. You agree to all bandwidth, data-transfer volume restrictions and storage restrictions as applicable and as detailed on the Quote / Purchase Order and that you will be responsible for payment if you exceed the limits.
2. For security purposes direct access to the servers is not permitted and any direct updates or changes must be done through us.
3. You agree to regularly check all email accounts and download anything stored. Where capacity is exceeded any email it may simply be returned to the recipient. Where emails have not been checked and the mailbox maintained for a period of 2 months then we reserve the right to suspend the service without notice.
4. You agree that you will not undertake any action that will in any way cause a disproportionate level of website activity without giving us 7 days' prior notice.

15 OUR ACCESS

1. You agree that you will do nothing which could restrict or inhibit our access for any examination, including after any complaint, regarding the services.
2. You will allow us full access to any existing technology, software, data and hardware including the provision of passwords and access to any documents and accounts you may hold which relate to the services.

3. You will provide us with all information and anything that we need in order to complete the provision of services within specified deadlines. We will not be held responsible in any way for your failure to do this.

16 COPYRIGHT

1. You confirm that you hold the full copyright of anything that you provide to us (e.g. data, text for insertion, information, documents, logos and any other content whatsoever) or that you have obtained the copyright owner's permission to use it in this way (e.g. image or link to another website).
2. (2) You confirm that you will not breach any copyright in so far as materials, software, information, content and anything whatsoever supplied to you or available from us. This specifically means you will not copy, assign, modify, make derivative works, create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device, reverse engineer, or access the services in any way to build a product using similar ideas, function, or which is in any way similar to ours.

17 DESIGN CREDIT

1. You confirm that we reserve the right to include details of any services provided, including any images to show the nature of the work, for our use either on our website or within any printed portfolio, as an example of our work together with, as we require, a link back to our site.
2. You also confirm that we reserve the right to include reference to either the individual developer or our organisation, or both, as having developed and designed any services provided for you. This includes on any website we provide or work on for you as part of our services. You also specifically confirm that where we do not maintain the website for you, that you will remove any reference to either the individual developer or our organisation from your website within 7 days of us providing you with written Notice that we require such removal.

18 TIME ESTIMATE

1. We will use all our reasonable endeavours to complete any supply or services within any time estimate that we give. However, we will not be liable for any loss of damage suffered because of any unavoidable or reasonable delay in completion, including third party involvement and your failure to deliver items such as documents or information. We will keep you informed about any delay.

19 DATA BACKUP

1. Unless specifically stated in the Quote / Purchase Order, it will always remain your responsibility to retain up to date back-ups of any data in connection with your website once the services have been completed and it is not our responsibility to retain any copies.
2. We can accept no responsibility whatsoever and will not be liable for any losses, claims or damages which may arise because data is not/has not been backed up.

20 LIABILITY DISCLAIMER

1. To the extent that the law allows we will not be held responsible for any loss, incidental or consequential damage, or loss arising out of installation, use (unauthorised or otherwise), errors, mistakes, accident, theft or fraud, destruction, or any part of the provision of services.
2. In the unlikely event that we would be held liable for any losses occurring as a result of using/ failing to use the services or at all, then such total damages for any loss whatsoever shall be limited, in relation to any one incident or series of related incidents, to 100% of the amount paid by you.
3. We do however hold insurance cover which will include any cover we are required to have by law and will include cover for death, injury or property damage and Intellectual Property subject to limitations and the insurance company's terms and conditions. If you need details of the insurance please contact us at help@redstarcreative.co.uk.

21 INFORMATION AND DATA PROTECTION

1. Any services we provide to you may be reliant on information provided by you, so you are responsible for ensuring that any information you provide is accurate, correct and up-to-date. Data will be held according to current applicable Data Protection legislation subsisting in England.

22 CONFIDENTIALITY

1. Both of us agree that the specifications, documentation and information relating to our agreement are confidential, including information obtained about each other, etc and that only the agreed information as appears on the website can be disclosed, other than as required by Statute or Court Order.

23 DEALING WITH OTHERS

1. During the provision of any of our services to you, you authorise us to deal with others on your behalf e.g. hosting providers. You specifically agree to adhere to any terms and conditions provided by those others with whom we deal on your behalf.

24 EXCLUSIVITY

1. You specifically agree that we have full and exclusive working rights within the terms of provision of any agreement and that you will not involve other parties without our specific agreement in writing.

25 ASSIGNMENT

1. Any rights given cannot be transferred, sold, rented or shared in any way by you and nobody else but you can benefit. A copy of these Terms will be admissible in the case of any dispute or in any proceedings.
2. We reserve the right to assign and/or sub-contract all or any part of the services but if we do this it will not affect your rights under any agreement.

26 ELECTRONIC / DISTANCE SELLING ORDERS

1. In view of the nature of the services we provide, unless we have agreed otherwise in writing, we both agree that you waive any cancellation or refund rights under the Consumer Protection (Distance Selling) Regulations 2000, particularly Regulation 13, if applicable.

27 QUERIES, COMPLAINTS & NOTICES

1. You are not entitled to withhold any payment of the price, or part thereof from us. Any complaints or queries by you, including any snagging lists, must be in writing to our address stated in the Quote / Purchase Order. We aim to respond to any non-product-support queries or complaints within 14 working days. Complaints must be addressed in writing to our address on the Quote / Purchase Order. If any cause of complaint may amount to a breach of any term of this condition then you must allow us 30 days to remedy that breach.
2. Notices for either party must be in writing to the address which appears on any Quote / Purchase Order.
3. Notices are deemed to have been received on the 7th day after posting using Royal Mail 1st class service provided that a duly stamped proof of posting is obtained from Royal Mail.

28 INVALIDITY

1. Each clause or any part of any agreement is to be regarded as independent of the others. This means that should any clause or any part at all of any agreement between us be found to be unenforceable or invalid it will not affect the enforceability or validity of the rest of our agreement.

29 TERMS, BREACH AND CANCELLATION

1. We reserve the right to terminate
 - (a) Immediately if you breach any term of the agreement, including any third party user agreement. You will not be entitled to any refund of unused services.
 - (b) By giving you 30 days' notice for other reasons. In these circumstances we will refund you for any unused services or pre-paid fees within 30 days of the service ceasing. However we will not be responsible for any other liability whatsoever, including claims, expenses, fees, relating to the notice period and/or cessation.
2. If we do not act upon any breach immediately you should not assume that we have waived any rights as to enforceability or to seek redress, unless you have our express written agreement.
3. You may cancel any Order by giving us 14 working days' Notice but will remain liable for payment of the services ordered and used as we deem applicable. Particularly, where you have agreed to take services for a specific period agreed within the Quote / Purchase Order, you remain responsible for payment of such services for the remainder of that specified term.
4. Applicable Terms and Conditions are as displayed on the website on the date of the Quote / Purchase Order. Variations of Terms and Conditions take effect on the day they are displayed on our website www.redstarcreative.co.uk

30 FORCE MAJEURE

1. We will not be liable for any delay or failure to perform any of our obligations if the delay or failure results from events or circumstances outside our reasonable control, including but not

limited to acts of God, accidents, war, fire, strikes, lock outs, failure of any communications including telecommunications or computer systems, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and we shall be entitled to a reasonable extension of its obligations.

31 JURISDICTION

These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

Getting in touch...

RedStar are a friendly, approachable company and we operate on an open and honest basis – if you have any questions or queries, please feel free to contact us via the following methods:

Postal:

45a Edge Street
Manchester
M4 1HW

Website:

<http://www.redstar.co.uk>

Facebook:

<http://facebook.com/ManchesterWebDesign>

LinkedIn:

<http://www.linkedin.com/in/redstarcreative>

Email:

darren@redstar.co.uk

Telephone:

0161 850 1790

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redstar-mcr

Twitter:

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