

Terms and conditions of Business Spoton Corporation Limited

A. Defined Terms

- "Seller" means Spoton Corporation Limited "Spoton"
 - "Buyer" means the person who buys or agrees to buy the goods from the Seller.
 - "Goods" means articles and services, which the Buyer agrees to buy from the Seller.
 - "Conditions" means these conditions and any special terms and conditions agreed in writing by the Seller.
 - "Price" is the price for the Goods or Services excluding carriage, packing, insurance or VAT.

B. Conditions.

6. These conditions apply to all contracts for the sale of Goods or the provision of Services by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order confirmation or similar document. If the Buyer has accepted the terms and conditions of the Seller on a previous occasion either verbally or signed any future order placed by the buyer with the seller will constitute that the Buyer has a full understanding of the terms and conditions of the Seller.

7. No statement, description, information, warranty or recommendation contained in any catalogue, price list, advertisement or other promotional material or made verbally by any of the agents or employee of the Seller shall operate to vary these conditions.

C. Orders, Specifications, Estimates, Quotations and Orders

Please note that the signing of any quote/ confirmation of order issued by Spoton Corporation Limited or the payment of any invoice by a client constitutes an agreement with that client that they have read, understand and agree to the terms and conditions of Spoton Corporation Limited. All estimates/ quotes issued do not include any charges for any work, which has to be carried out due to client additions, omissions and alterations outside of or in addition to the specified information as detailed on any quote/ confirmation of order signed by the client and or their representative. If a client requires to be informed of additional costs to complete their work they must inform Spoton Corporation Limited in writing at the time of signing the quote/ confirmation of order. All work carried out will be charged at the applicable rate of £40 per hour if no confirmation of order has been signed but work has been requested to be completed. All concept and design work is due for payment in full once accepted by the client and they have signed a design approval form issued by Spoton Corporation Limited. Completed design and artwork ready for print, display and or publication is due for payment on completion, once an artwork approval form has been signed by the client. Any expenses or materials used in the production of any such work as well as any outside suppliers costs and or expenses are due for payment in full.

All quotations or confirmation of orders accepted by the client and provided by Spoton Corporation Limited for the production of a website are based on the information provided by the client. Any function not listed in the deliverables section of any quotation or report supplied with a quotation provided by Spoton Corporation Limited will not be completed without extra charge at the applicable hourly rate. In the case where a content management system, e-commerce solution or database is required completing it is the responsibility of the client to confirm the functionality of what is required at the outset. All quotations and confirmation of orders provided to a client includes 2 hours dealing with the clients previous web designer or hosting company any hours over this may be chargeable. All e-commerce website or solutions are quoted using Paypal as the payment process any other payment connection may require extra charges being made due to the requirements of any other payment provider.

8. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to and subject to these Conditions.
9. No order submitted by the Buyer shall be deemed to be accepted by the seller until confirmed in writing by the Seller's representative.
10. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract.

11. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
12. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation

D. Price and Payment

All prices quoted are strictly net, exclusive of delivery & installation unless otherwise stated. "Value Added Tax will be charged at the current rate." All quotations are valid for 30 days from issue and are subject to view of customer's originals, disks, artwork, and detailed instructions. Spoton reserves the right to alter the price and terms of the quotation if, upon inspection of the clients order, they differ significantly from the specification or time scales understood by Spoton when the quotation was given.

13. The Price shall be the Sellers quoted price or where no price has been quoted the price listed in the Seller's published price list current at the date of acceptance of the order or at the applicable hourly rate chargeable at that point in time. All prices quoted are valid for 30 days only after which time they may be altered by the Seller without giving notice to the buyer. We do not request a deposit for any project, 25% is payable once the first section is completed and accepted by the client. If it is over £500, if under £500, 50% is invoiced. The balance of the project costs are invoiced either monthly in equal stages or by the amount of work completed of the project that calendar month which ever is the greater. The first stage is usually the marketing, concept and design element of the project. Our company works on a monthly basis so invoices are raised monthly. Please remember that we do not operate a client account system with any new clients first project. Please consult with our accounts department if this causes problems with your payment

Payment terms

1st invoice at 25/50% - 7 days- Remaining stage invoices - 30 days
Non payment of invoices within the above terms may result in the project being put on hold.
Any project put on hold by a client will result in a 50% charge of the project or the balance of the project costs not yet invoiced being invoiced. Cancellation of a project will result in the same charges. Projects cancelled before any work is completed will result in a 50% charge of the project cost less any charges for print or products.

14. In the case of design work the Seller will give a written estimate of charges for the work to the Buyer. The parties recognize the difficulty of providing any fixed price quotation for work of this nature. The Price is calculated by reference to an hourly-charging rate, which will be notified to the Buyer by the Seller at the commencement of the work. A deposit representing 50% of the anticipated cost of the work will be payable by the Buyer on acceptance of the estimate unless otherwise agreed in writing. The Buyer will pay interim accounts in respect of charges incurred. The Seller reserves the right to terminate the contract in the event that any interim account remains unpaid for more than 14 days.

15. The Price is exclusive of VAT which is to be paid in addition at the prevailing rate, unless specifically itemized on the invoice.
16. Unless otherwise agreed in writing all payment of the Price for all goods shall be made in pounds sterling at the time of order and no goods shall be dispatched or collection allowed until paid for in full.

17. Where payment is agreed to be on delivery of an invoice payment of the Price and VAT in pounds sterling is due within 14 days of the date of the invoice.

18. In no circumstances shall the Buyer be entitled to make any deduction or withhold payment for any reason at all. Time for payment is of the essence.

19. Without prejudice to any other remedy available to the Seller, interest is payable by the Buyer on overdue invoices from the date when payment becomes due for each month or part of a month from that date until the date of payment at the rate of 2% for each such month, compounding at the end of each such month.

20. In the event of unpaid invoices or termination of any agreements we reserve the right to use the services of any 3rd party Agencies, Solicitors or data based Bureaus to recover any sums of money that falls due including all expenses and costs with interest.

E. Delivery

21. If Goods are collected by the Buyer, from the Seller, risk passes when the Goods are taken by the Buyer. If the Seller delivers, risk passes on delivery to the place directed by the Buyer.

22. Failure to deliver all the Goods does not affect the liability of the Buyer to pay for the Goods that have been delivered.

23. The Seller is under no liability to the Buyer in respect of late or non-delivery of any Goods.

24. Dates for delivery are not of the essence of this contract.

25. If the purchaser shall be in breach of any of their obligations under the contract the Seller may (without prejudice to the Seller's rights subsequently to determine the contract for the same cause should it so decide) suspend further deliveries of goods without notice until any defaults by the purchaser are remedied.

F. Retention of title

26. In spite of delivery by the Seller to the Buyer, property in the Goods remains in the Seller until the Price and VAT is paid to the Seller and interest in addition if due.

27. The Seller is entitled to recover the Price and VAT from the Buyer notwithstanding that property has not passed to the Buyer.

28. After the time for payment has expired the Seller has the right to collect the Goods from the Buyer wherever the Goods may be situated without giving any prior notice to the Buyer.

29. The Seller may take this action even if the Goods have been intermingled with other Goods, and may in addition or instead take Goods previously bought from the Seller by the Buyer for which payment has been paid.

G. Exclusions of liability

30. The Seller will incur no liability for any errors not corrected by the Buyer. By their nature goods do not have a redeemable value and no refunds or credits will be payable by the Seller for goods correctly supplied to the Buyer.

31. All terms, conditions and warranties (whether implied or made expressly) whether by the Seller or its servants or agents or otherwise relating to the quality or fitness for purpose are excluded.

32. Goods are sold by the Seller to the Buyer without any warranty or condition or representation as to the fitness of any Goods for any particular purpose.

33. The Buyer will take delivery of and accept Goods purchased by bulk notwithstanding that the quantity delivered is up to 5% different from that ordered.

34. The parties recognize and accept that owing to the variations in equipment, paper, ink and environmental conditions between laser colour print, colour proofing and print production some variation in colour between proofs can be expected. The Seller shall not be deemed to be in breach of the contract provided that the Goods substantially correspond with the proofs provided.

35. The Buyer will inspect the Goods after delivery and should there be any defect failure to comply with sample or lack of quantity the Buyer agrees that he will raise the matter with the Seller within 3 working days (only Sunday is not a working day and Christmas Day, Boxing Day, Good Friday, Easter Monday and New Years day). The Seller will be under no obligation to the Buyer in respect of any matter not reported to the Seller within that time.

36. If the Goods are not in accordance with the contract for any reason the Buyer's sole remedy is limited to the Seller making good any shortage replacing the Goods or the defective parts of the Goods ordered and delivered or (at the Seller's election) refunding a proportionate part of the price.

37. In the event of any breach of contract by the Seller the remedies of the Buyer are limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

38. All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract restricts or excludes liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a Buyer dealing as a consumer.

H. Intellectual property

39. The designs, artwork and specifications of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Seller unless otherwise agreed in writing. Any designs produced by the Seller cannot be reproduced by the Buyer or his Agents without written permission of the Seller. Where any designs, artwork or specifications have been supplied by the Buyer the copyright, design right or other intellectual property in them shall remain the and property of the Buyer and the Buyer warrants that the use of the designs, artwork and specifications for the manufacture, processing, printing or supply of the Goods shall not infringe any third party right.

OTHER INFORMATION

Copyright or intellectual property rights for any work, copywriting, design, artwork, photography, illustration, film, video, flash or multimedia files, supplied or provided for Spoton Corporation Limited and or its associate, affiliate companies or trading partners are the property of Spoton Corporation Limited. Such items can be assigned to a client only if the client has it confirmed in writing out the outset of any work, project or contract that Spoton Corporation Limited and or its associate, affiliate companies or trading partners agree to assign such rights. Clients only are charged for the production costs not the ownership of copyright and or intellectual property rights. It is the responsibility of the client to verify that all images, photographs, text, illustrations, video or multi media content used in any project or work carried out for them can be used and does not contravene copyright or intellectual property right laws. This also applies to any finished web site project where a client updates their own web site with images or text they supply or use. NO IMAGES, TEXT, GRAPHICS, ILLUSTRATIONS, LOGOS, DEVICES, VIDEO, FILM, MULTIMEDIA CONTENT USED WITH ANY PROJECT, WORK SUPPLIED TO A CLIENT CAN BE USED OTHER THAN FOR THE USE IT WAS SUPPLIED. NO ITEM CAN BE GIVEN SUPPLIED OR SOLD TO ANY THIRD PARTY FOR THEIR USE. Any code adapted, developed or used to construct a database or computer program for any person, client, customer, company, business, organization, charity, government or local council is the property of the person, company or business that developed it or Spoton corporation Limited and will not be assigned to any client, customer, company, business, organization, charity, government or local council. Ownership of any copyright or intellectual property rights assigned by Spoton Corporation to a client will revert back to Spoton Corporation Limited if a client has outstanding debts at any time with Spoton Corporation Limited. All orders placed with any supplier for goods or services are placed under with the full agreement of the supplier that the ownership of such goods, services, copyright and intellectual property rights provided by the supplier are passed on in full to Spoton Corporation Limited.

I. Indemnity

40. Where the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the buyer or where any designs or artwork have been supplied by the Buyer, the buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Sellers use of the Buyer's design, artwork or specification.

J. Design and artwork proofing

41. It is the responsibility of the Buyer to check all design, illustrations, photography, technical information, artwork and proofs by the Seller, for omissions, copy or clerical errors, colour values or corrections. All final proofs must be certified by the Buyer as being correct prior to commencement of production or distribution and the Seller will incur no liability for any errors not corrected by the Buyer. By their nature goods do not have a redeemable value and no refunds or credits will be payable by the Seller for goods correctly supplied to the Buyer. Due to the differences in equipment, paper, ink and environmental conditions between colour proofing and print production, a reasonable variation in colour between proofs and finished print is to be expected. Customers alterations and additional proofs necessitate thereby shall be charged extra. Production will not continue until all proofs have been approved. By signing off the contract proof you are hereby agreeing to our terms and giving notice to Spoton to proceed with your print order. If Spoton is instructed to complete without the final proofs being checked, they cannot be held responsible for the quality of reproduction and or consequential losses arising as a result of any errors, omissions or incorrect colour reproduction.

42. Colour matching. All orders are accepted on the understanding that it is not always possible to guarantee an accurate colour balance and Spoton will not be liable for failure to do so. Without special instructions or colour guide, colour reproduction will be at the discretion of our experienced technicians. Colour matching cannot be guaranteed between prints from the same origination printed at different times.

K. Cancellation

43. The Seller may at any time and for any or no reason cancel this contract at any time before delivery of the Goods and if the Seller does so the Seller shall in no case incur any liability to the Buyer, save for the obligation to repay any money paid by the Buyer to the Seller in connection with the contract unless retained by way of set off against other liability of the Buyer to the Seller. Any project put on hold by a client will result in a 50% charge of the project or the balance of the project costs not yet invoiced being invoiced. Cancellation of a project will result in the same charges. Projects cancelled before any work is completed will result in a 50% charge of the project cost less any charges for print or products.

L. Waiver

44. No waiver by the seller of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or of any other provision.

M. Assignment

45. Neither party may assign the benefit of this contract to any other.

N. Notices

46. A notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

O. Governing law

47. This contract is governed by the law of England and Wales and the parties submit to its exclusive jurisdiction.
48. If any provision on these conditions is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the condition in question shall not be affected.

P. Force Majeure

49. Spoton shall not be liable for failure to carry out any contract owing to an act of God, war, strikes, lockouts, fire, storm, breakdown of machinery or any other cause above and beyond our control or owing to inability to procure materials or services except at increased prices.

Q. Service and Delivery.

50. All service times and delivery dates quoted are from the receipt of the Client's orders and origination in our studio. Spoton reserves the right to alter these, if on inspection of the Client's order they differ significantly from the specification understood by us when the quotation was issued. Spoton will use its best endeavors to ensure that orders are completed within the times quoted but will not accept any liability for damages in the event of failure to comply. Delivery instructions will be adhered to closely but no responsibility can be accepted for delays. Spoton cannot accept any claim for consequential loss no matter how caused.

R. Additional Terms and Conditions for Website Design and Construction

51. Improper Use. Spoton services may only be used for lawful purposes. It is the customer's responsibility to ensure that material is not in contravention of applicable legislation such as, but not limited to: pyramid selling schemes, material judged to be obscene, threatening or racially prejudiced in the following countries:

- The United Kingdom, where Spoton is situated.
- The country where the customer's domain is registered.
- The country where the web server resides.
- Countries where the customer's services / products are available.

S. Duration and Termination.

52. Spoton reserves the right to immediately temporarily remove hosted web pages and or images on sites which Spoton controls if it has reason to believe the pages or images may be illegal or in breach of intellectual property laws pending further investigation. No reimbursement will be made for any period when pages or images are unavailable for this reason. No charge will be made for restoring any pages or images, which are found, after investigation, to be non-infringing.

53. Spoton reserves the right to immediately permanently remove hosted web pages and or images on sites which Spoton controls if it has reason to believe the pages or images are illegal or in breach of intellectual property laws. No reimbursement will be made for pages or images, which are removed. Replacement of infringing pages or images by non-infringing pages or images will incur further charges at our standard Web Maintenance rates.

54. Spoton reserves the right to immediately permanently remove, in whole or in part, any web site hosted by which repeatedly exceeds the agreed bandwidth limitations in the case that the customer refuses to make changes to the site to bring the bandwidth requirements within the agreed limits or purchase more bandwidth. No reimbursement will be made in this case.

55. Spoton reserves the right to immediately temporarily suspend or permanently remove hosted web pages and images, and to terminate any other service provided, in the event that the customer is in arrears with any payments.

56. Spoton reserves the right to claim a right, equivalent to a lien, over web space and or domain names purchased on behalf of the customer in respect of any customer debt.

57. Spoton reserves the right to give one months' notice not to renew any contract for ongoing services. No reason need be given for this termination. Internet services are provided on an ongoing basis with all payments due in advance of service. All charges are deemed contracted for a period of 12 months from the initial installation or setup. Cancellation of service may be made by giving 3 months notice in writing. The initial term will start on the first day of service following the end of any agreed trial period or the date the customer receives access information where no trial has been requested. If the customer terminates this contract before the end of the initial period, then Spoton will debit the customer's account with a sum equal to the charges otherwise due for the remainder of that initial period. Termination and transfer of any website hosting to another company will result in an administration transfer cost of £60. Termination of any editable website to another hosting company will result result in the loss of the edit-ability function of that site. There will be no compensation for the loss of any such functionality. If, after the period, the customer terminates this contract without giving the required notice, then Spoton will debit the customer's account with a sum equal to the charges otherwise due for the notice period. Licensed code and copyright (HTML programming), scripting (CGI, JavaScript or otherwise) as well as graphics created for the Client by Spoton or an outside contractor remains the property of Spoton and may not be distributed, modified or re-licensed without the express written consent of Spoton. The Client will obtain all the necessary permission and authorities in respect to the use of all copy, graphic images, registered company logos, names and trademarks or any other supplied material. Every contract for service shall be regarded as a guarantee by the Client to Spoton, that all such permission and authorities have been obtained and evidence of such may be requested. Client agrees to indemnify and hold harmless Spoton from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permission. Access Requirements in the event, Spoton is contracted to place authored code and/or graphics onto the Client's web space. Spoton must be granted read/write access to Client's storage directories and those directories must be accessible via FTP. Depending on the project, other resources may need to be configured on the Client's Server (scripts, image maps etc). Clients of Spoton are granted additional authored code and/or graphics once every month only, on an agreed time by Spoton and the Client. Client agrees to provide Spoton, on demand access to the storage directories and the right to remove authored code and/or graphics for failure to adhere to the terms and conditions of this agreement. If additional authored code and/or graphics are required by the Client more than once every month, Spoton reserve the right to charge the Client accordingly.

58. Security. We know of no documented cases of credit card fraud using our shopping system over the Internet. All credit card numbers are encrypted in the software when the order is placed using 128 bit encryption. They are only decrypted after they reach our computer. They are not held in clear text on any web-site. Spoton do not disclose buyers information to third parties. Cookies are used on our web-sites, but only to keep track of the contents of the shopping cart once an item is selected. If you choose to cancel an order within seven days of making the order, the following procedure applies:-

You will receive a full refund once any goods have been returned and inspected (less any delivery expenses and acceptable costs). Any item specially manufactured from information or files supplied will have to be paid for in full, as these are bespoke items and costs cannot be recovered. To contact us regarding our privacy, security and returns policy, please phone us on +44 (0)1803 407407. © Spoton Corporation Limited 2008.