

SeaDog IT Terms & Conditions October 2012 V1.2

This document sets out the terms and conditions between your business and SeaDog IT and is primarily designed to:

1. clarify how and when payments are due in relation to the design process we undertake on your behalf.
2. highlight the roles and responsibilities of both parties on commencement of work

1. Payment Terms

1.1 All prices exclude VAT unless otherwise stated in writing

1.2 Unless otherwise agreed in writing by SeaDog IT, our payment terms are twenty one days from the date of the first invoice. Any payments not made within this time-frame will be charged interest at 3% (per calendar month or part thereof) over and above the prevailing Bank Of England Base Rate.

1.3 The project we undertake for you will be deemed to be scheduled on payment of a non-refundable 50% deposit. The remaining balance is to be paid on completion or prior by agreed staged payments.

1.4 Any additional work required once the project has commenced will be charged at our standard hourly fee of £45.00. You will be notified of any additional charges for your approval in advance.

1.5 Payment should be made by cheque or by bank (BACS) transfer.

1.6 Monthly hosting and online marketing plans should be paid by direct debit or standing order otherwise a 10% handling fee / surcharge will be applied.

2. Contract

2.1 The client's approval for work to commence shall be deemed a contractual agreement between the client and SeaDog IT. Receipt of the first non refundable 50% deposit will be taken as your acceptance of these terms and conditions.

3. Quotations

3.1 Any quotation provided by SeaDog IT prior to commencement of work will be valid for 30 days from date of issue or as otherwise specified in the quotation.

4. Completion

4.1 Whilst SeaDog IT will make all reasonable efforts to proofread all content on the website it is the client's responsibility to confirm the accuracy of all website content / text.

5. Training & Support

5.1 Additional training required by the client outside the agreed contract that does not involve travel / on-site support will be charged at the standard hourly rate of £45.00.

5.2 The standard hourly support rate shall cover any and all work associated with the client that involves off-site support - including remote support sessions (e.g. PC to PC), telephone and internet telephony (e.g. Skype) calls, emails and messaging services. A minimum service charge of 0.25 hours will be applied to any and all such service requests.

5.3 On site support at the client's place of work or preferred meeting point, or those services deemed "consultative" services by SeaDog IT shall be charged at the consultative support hourly rate of £75.00

5.4 Subject to distance, location and prior agreement with clients, SeaDog IT may charge travel, fuel and accomodation costs at a pre-agreed rate.

6. Copyright

6.1 Where the client is supplying copy, images, music or other content for the website or service provided by SeaDog It, it is the responsibility of the client to ensure that all such material does not infringe any copyright and that all permissions for use have been obtained and can be verified by SeaDog IT if so required.

6.2 Where SeaDog IT has produced digital imagery for your project, the copyright to this imagery remains with SeaDog IT. The client will have a license to use these images on the website created for them and can purchase the copyright of the material at an agreed cost if so required.

6.3 Unless otherwise agreed in writing with SeaDog IT anything produced or supplied by SeaDog IT is not to be re-sold or used outside the original declared purpose / brief.

7. Termination

7.1 You have the right to terminate your contract with SeaDog IT at any time subject to 30 days notice and payment of any outstanding work, invoices and liability for any work not yet invoiced. Such Notice will not be deemed effective until and such outstanding invoices and liabilities for work are carried out in full.

8. Amendments & Changes

8.1 SeaDog IT reserves the right to change any and all terms and conditions at will and at any time without prior notification and to add or remove such terms and conditions as deemed necessary by SeaDog IT.

Earlier Versions

October 2010 V 1.0

October 2011 V 1.1