

## TERMS AND CONDITIONS

The named client as on the invoice (referred to herein as " client ") has engaged Core Design Communications Ltd for the specific purpose as stated on the invoice.

### 1. Additional Services

The terms and conditions set forth in this document constitute the sole agreement between Core and the client .

Any additional work not specified in the quotation or invoice will be chargeable, it will require a new quotation or charged at £35+vat per hour

### 2..Payment

Payment minus any deposit paid becomes payable on completion of the services described on the invoice.

We reserve the right to charge a £25.00 + VAT penalty on overdue invoices and a further £25.00 + VAT penalty for each period of 30 days. Core reserves the right to remove Web pages from viewing over Internet until final payment is made. Should collection activities become necessary, the client agrees to pay all fees relating to said activities.

Invoices are despatched by mail or email. It is the responsibility of the client to ensure that the information provided, including postal address and email address, is kept up to date.

### 3. Domain Registration & Renewal

Domains registered by Core by request of the Client will be automatically renewed when necessary and all appropriate fees charged to the Client. It is the responsibility of the Client to inform Core of any wish to discontinue ownership of any domain name registered through Core giving no less than 30 days notice prior to renewal, otherwise the cost of renewal becomes payable.

### 4. Hosting Setup & Renewals

All hosting will be automatically renewed when necessary and all appropriate fees charged to the Client. It is the responsibility of the Client to inform Core of any wish to discontinue hosting of any web pages hosted through Core giving no less than 30 days notice prior to renewal. Failure will lead to the yearly fee becoming payable.

If Core has registered your domain on your behalf and you want to transfer your hosting from Core a charge of £100 +vat will be payable.

All hosting begins from the date of order.

### 5. Warranties & Limitations Of Liability

You agree that Core will not be responsible for any losses that may incur where Services are accessed by third-parties through illegal or otherwise unauthorized means, including but not limited to situations where data is accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to Core at the time) which may exist in the Services or in Core's equipment used to provide the Services.

Under no circumstances will Core be liable for any consequential, indirect, incidental, special or punitive damages, or loss of profits, revenue, data or use by Client, any of its customers, or of any other third party, whether in an action in contract or tort or strict liability or other legal theory. Core will not be liable to Client, any of its customers, or any other third party, for any loss or damages that result or are alleged to have resulted from the use of or inability to use the Services, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to Core's records, programs, equipment or services.

### 6. Trademarks & Copyrights

The client represents to Core and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Core for inclusion in Web pages or literature are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Core from any claim or suit arising from the use of such elements furnished by the client. Copyright to the assembled work produced by Core is owned by Core. The rights to the artwork unless stated is chargeable and a separate contract. Core reserves the right to reuse any proprietary software, programming functions or code libraries that do not directly pertain to client's design, graphics, text and other copyrighted or protected content.

### 7. Supply of artwork

The client understands unless stated on their invoice there will be a charge to supply any artwork including logos via email or on CD. The agreement is as stated and so if it is to supply finished printed items then that is what will be supplied. To supply such artwork is to be renegotiated based upon a minimum charge of £25+vat for supplying a logo each time or 35 % of the original price of the project for complete artwork

### 8.Website files

Unless stated on your invoice the client does not have access to the website files or indeed ftp information. The scripts and coding used for building the website is owned by Core. If the client would like ftp access then a fee will be renegotiated based on 35% charge of the original charge.