

Terms and Conditions of Service

Written by Administrator - Last revised Wednesday, 16 December 2009

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The following terms and conditions apply to all services offered by Laser Red. By ordering services from Laser Red you are agreeing to the following terms and conditions.

We reserve the right to refuse to construct a web site, which we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography; sites that promote hatred towards persons belonging to any ethnic group, religion or sexual orientation, and sites which infringe copyright or are contrary to UK laws.

The acceptance of a commission shall be deemed as a contractual agreement between the Customer and Laser Red

Starting Work

Laser Red cannot always guarantee to start work immediately on a commission but will arrange a date with the Customer as to when work can commence.

Material / Copyright

All material, both text and images supplied by the Customer and used in the construction of the Customer's web site, will remain the Customer's property. All such material will be assumed to be the property of the Customer and free to use without fear of breach of copyright laws. Charges for web design work does not cover the release of source .png, .psd, .eps, .ai, .dwt or .fla files; if the Customer requires these items then a separate quotation can be prepared.

The copyright of HTML code, graphics and text provided by Laser Red, will remain the property of Laser Red until such time as payment has been made in full whereupon they will become the

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property of the Customer. Copyright of photographs, unless supplied by the Customer will remain with Laser Red or the photographer.

The Customer must obtain permission and rights to use any information or files that are copyrighted by a third party. The Customer is further responsible for granting Laser Red permission and rights for use of the same and agrees to indemnify and hold blameless Laser Red from any and all claims resulting from the Customer's negligence or inability to obtain proper copyright permissions.

A contract for services and/or placement shall be regarded as a guarantee from the Customer to Laser Red, that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

Design Services

All Service prices quoted by Laser Red are based on content agreed at time of order between the Customer and Laser Red.

Purchase Orders

After receipt of the Customers signed purchase order, Laser Red reserves the right to revise the original quotation where alterations to content or specifications are made by the Customer and not covered by the Customers original signed purchase order.

Email Orders

After receipt of the Customers email, Laser Red reserves the right to revise the original quotation where alterations to content or specifications are made by the Customer and not covered by the Customers original email order.

VAT

All prices quoted by Laser Red are exclusive of VAT.

In Development

While the Customer's site is in development by Laser Red, Laser Red commits to make available at all times all work in progress. The Customer agrees to use this facility for review

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purposes only. All services, development, design and material, graphic or otherwise, supplied or generated by Laser Red remain Laser Red copyright until the Customer has paid the final invoices in full.

Payment

Laser Red will provide invoices once the work undertaken reaches £500 during development. Until the invoice is paid in full, no further work will be undertaken. Invoices are normally sent via the post and are payable upon receipt. Accounts that remain unpaid for 30 days after the date of the invoice will be subject to a service charge in the amount of the higher of two and one-half percent (2.5%) of the amount of the outstanding debt or £25, per month. Accounts unpaid after 30 days from the date of the invoice will be considered in default. If the Customer in default maintains any information or files on the Company's web space the Company will at its discretion remove all such material from its web space. The Company is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Customer of the obligation to pay any outstanding charges assessed to the Customer's account.

Completion

On completion of the Website, the Customer will be required by Laser Red to sign and return a project completion approval form.

On receipt of full payment of final invoices, Laser Red will upload the Customer's website to the agreed Domain location. At this time the Website's title and ownership will transfer to the Buyer.

Compatibility

All websites will be built for compatibility with the most current browser versions. All websites built by Laser Red will conform to W3C Standards.

Images

Laser Red subscribes to an image library, which allows images to be used on websites created for Customers by Laser Red. Should Laser Red be unable to gain appropriate images from this source, alternatives will be identified, and any conditions of use made clear to the Customer, along with any additional associated costs.

Third Parties

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Laser Red reserves the right to use the services of third parties.

Data

All customer supplied data stored in an online database is the property of the Customer along with any rights and responsibilities associated with this, including, but not limited to, the Customers' responsibilities and duties in relation to the Data Protection Act.

Display Acceptably

Laser Red makes every effort to design pages that display acceptably in the most popular current browsers, but cannot accept responsibility for pages, which do not display acceptably in new versions of browsers released after pages have been designed.

Cancellation

If at any point during the Website Development Cycle a Customer wishes to cancel, they may do so but will be invoiced an amount that Laser Red judges to be proportional to the amount of work completed on the commission. If the Customer is deemed to have cancelled and maintains any information or files on Laser Red's Web space, Laser Red will, at its discretion, remove all such material from its web space. Laser Red is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Customer of the obligation to pay any outstanding charges assessed to the Customer's account.

Access Requirements

If the Customer's Web site is to be installed on a third-party server, Laser Red must be granted temporary read/write access to the Customer's storage directories, and those directories must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

Post-Placement Alterations

Laser Red cannot accept responsibility for any alterations caused by a third party to the Customer's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

Domain Names

Laser Red may purchase domain names on behalf of the Customer. Payment and renewal of those domain names is the **responsibility of the Customer**. The loss, cancellation or

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otherwise of the domain brought about by non or late payment is not the responsibility of Laser Red. The Customer should keep a record of the due dates for payment to ensure that payment is received in good time.

Ongoing Work

1. If, during the Website Development Cycle, the Customer does not supply the content required in order to complete the commission within a reasonable amount of time, Laser Red will consider that the Customer wishes to cancel the commission. However during short periods of waiting we will undertake other Customer work, upon receipt of content we will resume work as soon as possible.

2. Regular ongoing work such as web site maintenance will be completed and uploaded. Laser Red will provide invoices upon completion of the work for Web Design and any associated services at the end of each calendar month.

Payment

Laser Red will provide invoices upon completion of the work for Web Design and any associated services. Invoices are normally sent via post. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of two and one-half percent (2.5%) or £25 per month of the total amount due.

Administration Charge

Any payment returned by the bank or credit card company will incur a £25 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the customer.

Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Customer, in default, maintains any information or files on Laser Red's Web space, Laser Red will, at its discretion, remove all such material from its web space. Laser Red is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Customer of the obligation to pay any outstanding charges assessed to the Customer's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Customer's account will immediately be considered to be in default until full payment is received. Customers with accounts in default agree to pay Laser Red reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Laser Red in enforcing these Terms and Conditions.

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Customers who have a reduced rate will be invoiced for the full rate if in default.

Design Credit

A link to Laser Red will appear in either small type or by a small graphic at the bottom of the Customer's Web site. If a graphic is used, it will be designed to fit in with the overall site design.

Price Review

Laser Red reserves the right to alter prices at any time without notice. If a Customer has commissioned any services from Laser Red prior to a change in prices, that commission will not be subject to any increase, but any subsequent commission may be subject to an increase.

By agreeing to these terms and conditions your statutory rights are not affected.

E. & O.E.

Laser Red reserves the right to change or modify any of the terms and conditions contained in these Terms and Conditions.

If you have any complaints about the quality of service you have received from Laser Red please write to us at: Laser Red Keyworth House, Keyworth Drive, Caistor, Lincolnshire, LN7 6RE

Or telephone: 0845 090 0157 and state the full nature of your complaint. (Please note that we do not accept unsolicited sales calls on this number.)

We take customer satisfaction very seriously and will investigate your complaint promptly and thoroughly.