



Guided Creative Limited Terms and Conditions of Trade

This is an important document so please read it carefully as it governs the relationship between us. The signing of a quote by the Client will constitute the placing of an order and will confirm acceptance of the conditions set out below.

Definitions: In this agreement the terms have the following meaning:

"Guided Creative Limited" means Guided Creative Limited, a private company incorporated in England & Wales, Company No. 7075875, having its registered office at Milton Keynes Business Centre, Foxhunter Drive, Linford Wood, Milton Keynes, Buckinghamshire, MK14 6GD.

"The Client" means any person, company, partnership, organisation or body at whose application, Guided Creative Limited agrees to provide the services and/or products under the terms of this agreement.

"The agreement" means the contract between Guided Creative Limited and the Client to which these conditions apply.

"The quote" is any document which incorporates a "quotation" or "quote", and is issued by Stewart Webb or Craig Tuffs (or any one of these) of Guided Creative Limited, in order to enter the agreement for web or web related digital services with the Client. No other employee of Guided Creative is authorised to issue a quote.

Scope: These terms and conditions of trade shall apply to all goods and/or services ordered by the Client from Guided Creative Limited. It supersedes and takes precedence over any previous written or oral representations given or made by Guided Creative Limited or any representatives of the Guided Creative Limited.

Payment: Payment for goods and/ or services provided by Guided Creative Limited, is due 14 days from the date of the invoice unless stated and agreed otherwise in the written quote. Whilst any payment under the agreement remains outstanding, Guided Creative Limited, shall be entitled at it's sole discretion to withhold provision of any goods, services, electronic files and data it would otherwise be obliged to supply under the agreement.

Overdue Amounts: without prejudice to the foregoing, If payment is not made within 14 days, Guided Creative Limited shall be entitled t to charge interest on any overdue monies both before and after any judgment at a monthly rate of 4% per month of the total amount due and such interest shall accrue from the due date until the outstanding amount is paid in full, and further, to recover from the Client all reasonable expenses incurred by it in recovering its payment and any interest incurred including legal fees and costs for collection by third parties agencies .

Completion: shall occur when Guided Creative Limited fulfils the work outlined in this quote. In the event that the work outlined in this quote (or any additional work requested by the Client during the project) remains incomplete 4 months after the date of this quote due content or reviews being withheld by the Client, then Guided Creative Limited may require payment to the value of the work undertaken thus far.

Liability: To the fullest extent permitted by law, Guided Creative Limited hereby excludes itself, it's employees, directors and agents from: - all and any liability for loss or damage caused by any inaccuracy; omission; delay or error, whether the result of negligence or other cause in the production of the web site; All and any liability for loss or damage to Clients artwork/photos, supplied for the web site or related services. Immaterial whether the loss or damage results from negligence or otherwise.

Domain Registration: Where Guided Creative Limited agrees to do so in writing, Guided Creative Limited shall organise and arrange domain registration of the Client's preferred name with the appropriate domain registration authority. The domain will be owned and registered in the Client's name, and become the property of the Client once the fees for the same have been paid by the Client to Guided Creative Limited. In the event that the fees remain unpaid then Guided Creative Limited shall retain ownership and control of the domain names and it shall be entitled to licence, assign, sell or make use of the domain names itself as it sees fit.

Search Engine Optimisation: Guided Creative Limited will submit a client's website to the major search engines. Further work based on keyword popularity analysis, search engine optimisation based specifically around your organisation and its 'competition' falls under the remit of an SEO contract unless specifically included in the quotation. Any subsequent amendments to the website as a result of professional analysis may be charged to the client.

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Guided Creative Limited can accept no responsibility or liability if any search engine, online directory or search site chooses not to list a client's web site.

Website Process and Post Website Launch to the Internet: Guided Creative Limited uses its best endeavours to ensure the website and other services remain functional at all times. However, Guided Creative Limited cannot grantee or warrant that the functions and content of the website or other services will be uninterrupted or error-free. Any problems will be dealt with as speedily as is appropriate to the content and function of the website and may be chargeable ay out normal rate during working hours and at double that rate outside normal working hours.

Once the website and other services meet the terms of the quotation with its specifications any modifications to the design will be considered an amendment to the contract. In the absence of maintenance agreements the time and costs involved in making such changes will be charged to the client.

In the absence of a maintenance agreement, Guided Creative Limited will fix all errors notified to Guided Creative Limited in writing within thirty days of the site being put live on the internet. If errors are reported after more than thirty days the time and costs involved in making such changes will be charged to the client.

If however bugs are found which have neither been picked up by Guided Creative Limited or the client post delivery, the client has a 3 month period to have these remedied from date of launch.

Errors: Defined as spelling mistakes, or design related issues.

Bugs: Defined to be Technical issues with the site performing to specification.

I.e. a form field is not validating properly

Right to Reference: Guided Creative Limited reserves the right to use the website or any related product or service undertaken for the Client, in future promotions by Guided Creative Limited. The Client agrees to include an acknowledgement (in the form approved by Guided Creative Limited) on its website or where applicable, any other product or service provided by Guided Creative Limited, confirming who designed the same.

Third Parties: Guided Creative Limited may act in the capacity of an authorised reseller for various complimentary third party products and services, such as web space for website hosting, domain forwarding, the provision of dial up services, email accounts and domain registration. Under such circumstances you acknowledge that, to the fullest extent permitted by law, we accept no liability in respect of any liability for loss or damage caused as a result of your use of these third party services.

Copyright/ Trademarks: It is the Client's obligation to ensure that any material being supplied and/ or uploaded to the Client's Website, either by Guided Creative Limited or directly by the Client, is not in breach of copyright, trade marks or other third party intellectual property rights. Guided Creative Limited accepts no responsibility for the Client's actions in either uploading material to any Guided Creative Limited authorised webspace, or to any other webspace on any server on the World Wide Web. Any service, concept, idea, design, programming, and/or "look and feel" remain the property of Guided Creative Limited, until settlement of any, and all, outstanding amounts and the entering in to an assignment with regard to use of that service, concept, idea, design, programming, and/or "look and feel".
*The legal assignment of the copyright passes to the Client once the Client has paid the invoice in full.

The signing of the quote (placing an order) by the Client or other person/ agency on behalf of the Client, constitutes a guarantee that all necessary and permissions have been obtained by the Client in respect of the artwork, designs, sounds, videos and photographs, for use in the website or any other related product from Guided Creative Limited. The Client must indemnify Guided Creative Limited in respect of all actions; proceedings; costs; demands and claims from any such breach.

Hourly Rate: Unless otherwise stated or agreed in writing, additional work will be charged at the agreed hourly rates for additional work stated in this document. The time period will be rounded up to the nearest quarter of an hour. Current rates: Graphic Design @ £50 +vat per hour, Web / Multimedia Development @ £60 +vat per hour.

Vat (value added tax): Prices may be quoted exclusive of vat and other applicable sales taxes which will be added to the Client's invoice for payment at the prevailing rate.

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Indemnity: Without prejudice to any other rights or remedies which Guided Creative Limited may have against the Client, the Client shall indemnify Guided Creative Limited against any loss or expenses sustained by reason of any breach of this contract and any actions, proceedings, claims or demands in any way connected with this contract brought on by or threatened against Guided Creative Limited by a third party which are caused by or arise from any action of Guided Creative Limited carried out pursuant to the instructions of the Client. The Client shall indemnify Guided Creative Limited against any actions, proceedings, claims or demands in any way connected with these terms brought or threatened against Guided Creative Limited by a third party which are caused by or arise from any act or default of Guided Creative Limited carried out pursuant to the instructions of the Client.

The Client warrants that it has the authority to agree the terms set out here and that it has obtained all the necessary approvals and consents.

Law: These conditions of trade and all other express terms of contract shall be governed and construed in accordance with the laws of England and Wales and both Guided Creative Limited and the Client agree to the exclusive jurisdiction of the same.

Force Majeure: Save for any obligation for making payment, neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

Termination: Without prejudice to the foregoing, Guided Creative Limited shall have the right to terminate this Agreement with immediate effect by notice in writing to the Customer if the Customer fails to make any payment when it becomes due.

Either party may terminate this Agreement forthwith by notice in writing to the other if:

- the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 days of being given written notice from the other party to do so; or
- the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or
- the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
- the other party ceases to carry on its business or substantially the whole of its business; or
- the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- any rights to terminate this Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination.

World Wide Web page hosting: Any agreement to supply World Wide Web page hosting (website and email hosting) services, between the Client and Guided Creative Limited may be terminated with 30 days notice in writing by either party. Guided Creative Limited do not allow any of the following content to be stored on its servers:

Illegal material - This includes copyrighted works, warez files (defined below), commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.

Warez - includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

Adult Material - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Guided Creative Limited.

The Client agrees that for a period of 6 months after the date of a Guided Creative employee leaving the company, the Client (or any its subsidiary or associated companies) shall not offer employment to that Guided Creative Limited employee, whether as an employee, contractor or any other temporary or permanent employment basis.

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The Client expressly agrees with Guided Creative Limited that in performance of the products and/ or services being provided by Guided Creative Limited, Guided Creative Limited is independent from the Client and nothing in these terms shall be construed to deem a joint venture, partnership, employer/ employee relationship between them.

In the event that there is a conflict between the terms set out here and the quote, the terms set out here shall prevail.

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