

CD WEB DESIGNS TERM AND CONDITIONS OR CONFIRMATION OF APPOINTMENT

1. CD Web Designs agrees to provide services as detailed in the CD Web Designs quotation or as specified on offer on our web site page (Free Offers). These offers and quotations or Confirmation of Appointment would be put in written to the individual, organisation or public body referred to therein (hereinafter referred to as "the Client").
2. Unless specifically varied in the CD Web Designs Confirmation of Appointment or otherwise in writing by CD Web Designs, the following payment terms shall apply: all fees quoted are exclusive of VAT unless otherwise stated.
3. Fee on accounts will be rendered calendar monthly and/or on completion of the services provided and the balance will be due for payment strictly within 7 days of submission of CD Web Designs invoicing the Client.
4. In most circumstances at its discretion, CD Web Designs will require some monies as a (deposit) to be paid prior to commencement of work on account to cover some of the fees likely to be incurred by CD Web Designs.
5. All fees quoted are subject to review and adjustment can be made by CD Web Designs. If addition work is required then the client must be notified and agree to these charges prior to these extra charges being implemented to the client invoice.
6. In the event that full payment is made later than required by Condition 3 above. hereof or if only partial payment is made, CD Web Designs may at its absolute discretion charge for administration costs and interest on any monies owed at either the rate of 5% interest per month or at the annual rate of 10% above the base rate published from time to time by Barclays Bank plc, whichever is the greater rate, calculated weekly and compounded monthly. Failure to apply such charges does not constitute a waiver of the option so to charge.
7. CD Web Designs reserves unto itself the right to withdraw its services at its entire discretion, particularly in the event of any failure to pay its pro-forma accounts and invoices or, where the Client makes its own arrangements for provision of s storage space with an Internet Service Provider, if the Client does not make available or continue to make available server storage space to CD Web Designs. Upon such withdrawal of its services, CD Web Designs shall be under no liability whatsoever to the Client for any costs, losses and damages, howsoever arising, that the Client may incur or may have incurred.
8. It is hereby agreed between CD Web Designs and the Client that where CD Web Designs withdraws its services pursuant to Condition 7. hereof, CD Web Designs may remove any material stored upon any computer or server and shall retain, and shall not be under any obligation to return or provide access to, any and all documents, papers, etc. belonging to the Client until payment is made in full of all CD Web Designs pro-forma accounts and invoices. It is further agreed between CD Web Designs and the Client that the Client will pay the time costs of reinstating any web site removed under these Conditions.
9. Copyright in all designs, graphics, logos, pages, documents, papers, etc. prepared or caused to be prepared by CD Web Designs is expressly reserved by CD Web Designs.
10. The Client shall indemnify and save harmless CD Web Designs against any claims that may arise out of the content or nature of the material stored upon any computer or server or which may be prohibited or protected by laws of any country or state relating to copyright, confidentiality or intellectual property.
11. These Terms of Appointment may be modified by CD Web Designs without notification to the Client.
12. These Terms of Appointment are governed by and subject to English Law.