



## Terms and Conditions

### Commencement

Sign-off and return of this document is deemed acceptance of works to be undertaken and the terms and conditions set out below.

### Payment Terms

40% on appointment

30% on approval of visual style

20% on delivery to UAT (user acceptance testing)

10% on client sign off and go live

### Terms

Invoices issued by HeadRED are payable within 28 days.

### Liability

This site and its contents are provided "as is" and HeadRED makes no representation or warranty of any kind with respect to this site or any site or service accessible through this site. HeadRED expressly disclaims all express and implied warranties including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In no event will HeadRED be liable to any party for any direct, indirect, incidental, special, exemplary, consequential, or other damages (including, but not limited to, lost profits, business interruption, loss of programs or data) without regard to the form of action and whether in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with this site, any content on or accessed through this site or any site or service linked to, or any copying, displaying, or use thereof.

### Copyright & Ownership

HeadRED has the copyright and ownership of the development outlined above until development fees incurred are settled in full. At this time the Copyright and ownership of textual and graphic HeadRED elements on the site cedes to West Midlands Technology Network.

Copyright for supplied content remains with the client at all times.

The source files of all graphics and programs and scripts used, generated or implemented in the course of the production of this site and in the normal functioning of the site remain the property of the acknowledged copyright holder at all times unless otherwise agreed headred standard contract  
In consideration of Client retaining HeadRED to design or redesign, and/or build and/or maintain a website for Client, it is agreed as follows:

### Compensation and Term

The Client retains HeadRED, and HeadRED agrees to perform the following services: designing or redesigning, and/or building, and/or maintaining a website for Client according to specifications agreed upon, between HeadRED and the Client.

Term shall be until the agreed upon website work is completed within the time frame specified.

Client is solely responsible for supplying website content and images in file format unless HeadRED is hired specifically for this purpose and it is stated in the agreed upon specifications. If all text and graphics necessary to complete the work are not received by HeadRED within 30 days from the date of contract the balance of payment may become due and payable upon request. Any products or services not specified in this contract are not required of HeadRED.

### Warranties by HeadRED

HeadRED represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional and competent manner; that it has the power to enter into and perform this Agreement; . However, Client will not determine or exercise control as to general procedures, formats or sub-contracting necessary to have these services meet Client's satisfaction.

Independent Contractor

HeadRED acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture.

ADDRESS\_01

5 The Cobalt Centre

Siskin Parkway East

ADDRESS\_02

Middlemarch Business Park

Coventry CV3 4PE

NUMBERS\_03

t 0845 874 1001

f 0870 068 1686

DIGITAL\_04

e [info@headred.net](mailto:info@headred.net)

w [www.headred.net](http://www.headred.net)



## Terms and Conditions - Continued

### Confidentiality

HeadRED recognises and acknowledges that this Agreement creates a confidential relationship between HeadRED and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

### Non-Disclosure

HeadRED Associates agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client.

### Grant

Client agrees that copyrights to HeadRED's work product produced in the performance of this Agreement shall remain the exclusive property of HeadRED, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without HeadRED's prior written consent. Any rights granted to Client under this Agreement shall not affect HeadRED's exclusive ownership of the work copyright.

### Other Services

HeadRED agrees to design, build, install, and/or maintain a website for Client according to agreed upon specifications below, including validated HTML, link check, custom graphics, header or logo as specified, all pages and links necessary to display products and/or services of client.

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