

4 Walls Terms and Conditions

Terms of the Contract

1. Having received a brief of requirements from The Client, either verbal or written, 4 Walls will produce a quotation detailing the work to be carried out. The Client must provide written confirmation that the quotation is acceptable by signing and returning a copy of the quotation. This will effectively form the basis of the contract.
2. This agreement constitutes the entire agreement between 4 Walls and The Client. In making this agreement each party confirms that they have not relied on any inducement not recorded in this agreement.

Copyright and Content

1. The Client MUST own copyright, or have reproduction rights, of all artwork, trade names, photographs, and other materials reproduced in The Client's project. The Client shall indemnify 4 Walls against any costs whatsoever in connection with the ownership of copyright or reproduction rights. The Client shall have full liability for the consequences of the contents of the printed literature, website or other project commissioned.
2. The Client's logos, artwork, graphics and photographs remain the copyright of The Client. Design, graphics and programming produced by 4 Walls remain the intellectual property of 4 Walls until full and final payment has been received.
3. All preliminary work carried out at The Client's request, whether experimentally or otherwise, shall be charged to The Client.
4. 4 Walls withholds the right to refuse publication of any content which it sees as being indecent, obscene or offensive towards others.
5. Proofs of all printed work may be submitted for The Client's approval and 4 Walls shall not be liable for errors not corrected by The Client in such proofs. The Client's alterations and additional proofs necessitated thereby shall be charged as additional charges. When style, type or layout is left to the judgement of 4 Walls, changes therefrom made by The Client shall be charged as additional charges. No responsibility will be accepted for any errors, including colour variations, in proofs approved by The Client.

Web Site Design

1. 4 Walls will produce and publish temporarily on the 4 Walls web site a design proof for The Client's approval. The design copyright of the proof shall remain the sole property of 4 Walls. Use of the design in any respect without the express written permission of 4 Walls will constitute breach of copyright.
2. 4 Walls will complete the design and build of The Client's web site after receiving confirmation that the design proof is satisfactory.
3. 4 Walls will release website code & graphics when payment of the final invoice for the outstanding quotation value is received in full.
4. Once 4 Walls has received written confirmation that the design proof is satisfactory, modifications to the design specification will be considered an amendment to the contract. All modifications must be confirmed in writing.
5. Our consultancy service and general advice is, by its nature, subjective. It is up to The Client whether they decide to follow our ideas and suggestions. We cannot guarantee that any of those ideas and suggestions will increase traffic to The Client's web site, improve ratings with search engines or boost sales.

Domain Name Registration and Website Hosting

1. 4 Walls will register domain names in The Client's name. In doing this, 4 Walls are acting as The Client's agent with the appropriate Naming Authority. The contract of registration is between The Client and them and The Client is bound by their terms and conditions (available on request).
2. Registration is for two years unless otherwise agreed. Although we will do our best to renew the registration for you, it is ultimately your responsibility to make sure this happens so please keep a note of the date.
3. 4 Walls will advise The Client on the most appropriate and cost-effective web site hosting package supplied by a third party. The website hosting contract is between The Client and the hosting company and The Client is bound by their terms and conditions (available on request).
4. The Client takes all risks in connection with the solvency and performance of such third parties and The Client accepts that the third party has sole liability to provide such services.

Insurance

The Client shall be responsible for effecting all necessary insurance in respect of any loss, damage, or expense that it may suffer directly or indirectly in relation to the provision or non-provision of 4 Walls' goods and services.

Force MaJeure

4 Walls shall not be liable for any delay or failure to perform any of its contractual obligations as a result of war, flood, storm, riot, fire, accident, civil commotion, acts of god, government action, failure of power supply, equipment failure, lock out, strike (not likely!), default or failure of subcontractor or suppliers or any other cause beyond its reasonable control and 4 Walls shall not be liable for any loss, damage or expense suffered by The Client or any third party arising directly or indirectly from such matters.

Invoicing, Payment and Tender Validity

1. Payment for design services must (unless otherwise agreed with 4 Walls) be made as follows: 30% (or an agreed deposit) with order, plus balance on completion. Design modifications will be a charged at the prevailing hourly rate dependant on type of service required.
2. Payment shall be made in UK Pounds Sterling to 4 Walls. Payments are due within 14 days of presentation of invoice. If due to bank charges, transfer fees, or the like, 4 Walls should receive less than its invoice amount, 4 Walls will re-invoice The Client for the shortfall. In the event that any amount remains unpaid 14 days after invoice date, 4 Walls reserves the right to discontinue, withhold, or suspend services to The Client to whom such unpaid amounts relate.
3. In accordance with The Late Payment of Commercial Debts Act 1998 interest will be charged on all payments received outside of payment terms at the rate of 2% above Lloyds Bank plc base rate. All charges incurred by 4 Walls due to late payment or cheques that require representing or fees required to recover debts will be passed onto The Client.
4. Tenders and Quotes are valid for 60 days from the date of the Tender or Quote. All prices quoted may be subject to change without notice after this period.
5. Once 4 Walls has undertaken a commission for services, a cancellation fee of upto 75% will apply if the contract is terminated through no fault of 4 Walls. An interim invoice will also be levied for upto 75% of the total quotation value if the commissioned project's content is not received within 60 days of commission.

Disclaimer

1. 4 Walls cannot be held liable for any information or images contained within The Client's web site or printed literature. The content of such remains the copyright and intellectual property and responsibility of The Client. The Client is liable for any reasonable legal costs incurred by 4 Walls caused by the content of The Client's web site or other project and agrees to indemnify 4 Walls for any awards made by a court of law.
2. Search Engine entry and ranking can in no way be guaranteed as this remains the sole discretion of a third party provider.
3. No liability will be accepted for compatibility issues with code or any errors, omissions or failings of software code produced.
4. Where in the instance that a time scale / schedule has been given, 4 Walls will not be responsible for any money lost to The Client if the deadline is not met
5. On completion of any web site it is the sole responsibility of The Client to manage the site. 4 Walls will no longer be responsible for the site upon completion unless an alternative agreement has been reached
6. Should 4 Walls waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit 4 Walls to waive the same clause on any other occasion.
7. This contract shall be subject to English Law. Where it is held that 4 Walls is not entitled to rely on any term in this contract, then 4 Walls may also be allowed to cancel all rights and obligations under this contract, or to hold all other clauses as valid entirely at their sole discretion.

Apology

These terms have been drawn up principally to protect 4 Walls from bad debts and the compensation culture – we are generally agreeable, understanding and flexible and will be unlikely to strictly enforce these terms and conditions on clients that are also honest, agreeable, understanding and flexible. This apology in no way constitutes a waiver of any of the terms listed above!

Correspondence and Business Address

4 Walls, 97 Hampton Road, Redland, Bristol BS6 6JG, UK.
<http://www.4-walls.com> info@4-walls.com

Please sign below to indicate your acceptance of these Terms.

Name:

Date:

Company:

Position: