

Terms and conditions

Definitions

The following document is a legal agreement between:

“Green Box Software Ltd”, “we”, “us”– Green Box Software Limited

And

“Client”, “you”, “your” – the company or individual requesting the services of Green Box Software Limited

These terms and conditions set forth the provisions under which the Client may use the products and/or the services supplied.

1. Quotes

1.1 Quotes are valid for 60 days from the date of issue.

1.2 Should the client decide additional work or changes are required an extra charge shall be negotiated.

2. Copyright and Ownership

2.1 Green Box Software Ltd reserves the right to refuse to handle any code or media that we deem to be unacceptable (e.g. anything which is unlawful or inappropriate etc).

2.2 Green Box Software Ltd will hold copyright and ownership of any deliverable we produce, including any source code and original images created for the client until payment of the final invoice. At this time ownership and copyright will transfer to the client.

2.3 In situations where the client provides any content (including source code) they are legally responsible for ensuring that this material does not infringe any copyright or ownership.

3. Programming and Web design

3.1 We recommend clients shall register their own website domains. In cases where we register a domain for a client, we will register the domain in the client’s name. The contract will be between the registrar and the client. The Client is bound by their terms and conditions.

3.2 We are not responsible for the client's on-going web site support, maintenance or promotion unless a support contract is agreed. We will endeavour to cater to the client's future needs, however this cannot be guaranteed without a support contract.

3.3 Search Engine ranking can in no way be guaranteed as this remains the sole discretion of a third party search engine provider

3.4 Green Box Software shall be responsible for correcting any defective Services or Deliverables at its own cost and in its own time, provided that such defects are notified to us by the Client in writing no later than 14 days after the Services are otherwise complete. After this time correcting of defects will be chargeable.

4. Payment

4.1 An upfront payment of 50% of the total cost of the project is required before work can commence. After work commences this is non-refundable.

4.2. The client's approval for work to commence shall be deemed a contractual agreement between the client and Green Box Software Ltd. Approval for the work to commence and payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.

4.3 Payment from the client must be paid by cheque or bank transfer to Green Box Software Ltd in UK Pounds Sterling.

4.4 Payment of any balance will be due within 28 calendar days of invoice issue date.

4.5 If the above term is not met the website may be taken offline by us.

4.6 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 us due to late payment or cheques that require representing or fees required to recover debts will be passed onto The Client.

Disclaimer

5.1 Green Box Software Ltd cannot be held liable for any information contained on the Client's web site. The content of such remains the copyright and intellectual property of The Client. The Client is liable for any reasonable legal costs incurred by Green Box Software Ltd caused by the content of the Client's web site or other project and agrees to indemnify Green Box Software Ltd for any awards made by a court of law.

5.2 When a time scale / schedule has been agreed, Green Box Software Ltd will not be responsible for any money lost by the Client if the deadline is not met.

5.3 Should Green Box Software Ltd waive any of these terms on an individual basis, this shall not affect the remaining clauses or commit Green Box Software Ltd to waive the same clause on any other occasion.

5.4 Green Box Software Ltd reserves the right to amend these terms and conditions at any time.