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The Small Print

Definitions

1. PP&WDS - Peter Crier and Sue Crier operating as two Sole Traders under the name Pixel Print & Web Design Services.
2. MIM - Sue Crier operating as a Sole Trader under the name Marketing & Interim Management.
3. Client - any individual, business or organisation that purchases Print or Web Design, Printing, Domain Name Registration, Website Hosting, Consulting Services or other Services from PP&WDS or MIM.
4. Contract – an agreement for PP&WDS and/or MIM to provide Services to the Client, supported by a quotation and acceptance by the Client, either verbal or written.

Terms and Conditions

1. PP&WDS will provide a quotation for all Services and work to be undertaken.
2. The quotation must be accepted and these Terms & Conditions agreed by the Client, by purchase order or other means, before work can commence.
3. PP&WDS reserve the right to request a pre-payment before work can commence.
4. PP&WDS will present Invoices at project completion, or at agreed stages in the project.
5. Payment is due on presentation of the Invoice.
6. If the invoice is unpaid after one calendar month a £10 Late Payment Administration charge may be applied without notice at the absolute discretion of PP&WDS.
7. Either PP&WDS or the Client may terminate the Contract giving written notice.
8. In the event of termination by the Client, PP&WDS will present an Invoice for any work carried out and direct expenses incurred and unpaid at the date of termination. The Client will pay the Invoice upon its receipt.
9. PP&WDS & MIM will accept no financial or personal liability for any consequence arising from the Goods & Services supplied.
10. PP&WDS & MIM will make best efforts to preserve the confidentiality of the Client and any aspect of his business that is not in the public domain.
11. PP&WDS & MIM will make best efforts to provide the agreed Goods & Services conscientiously and diligently.
12. PP&WDS & MIM reserve the right not to print or publish, by any means, any image which may be in breach of a third party copyright, even if supplied by the Client.
13. PP&WDS & MIM reserve the right not to print or publish, by any means, any image or text which PP&WDS & MIM consider to be obscene, defamatory, libellous or otherwise offensive or in poor taste.
14. Notwithstanding 12 and 13 PP&WDS & MIM will accept no financial or personal or legal liability or responsibility for the publication of any text or image supplied by the Client.
15. Prior to printing, all new or updated designs must be approved by the Client.
16. PP&WDS & MIM will work with other suppliers of products and services as required for the fulfilment of the work agreed with the Client.
17. PP&WDS & MIM may undertake to sub-contract another supplier if required, at their discretion and with the Client's agreement. Any incremental costs will be met by the Client.
18. At the request of the Client PP&WDS will undertake a search for availability of a Domain Name, and will register that name for the period required by the Registrar. The Domain Name will be registered in the name of MIM.
19. If the Client requires the Domain Name to be transferred or registered to another party prior to the end of the registration period, PP&WDS agrees to sell the name to the Client for a nominal consideration of £0.01. All costs and activities associated with the transfer will be borne by the Client. The Domain Name will not be transferred or registered to another party until all outstanding monies owed by the Client are paid in full.
20. PP&WDS may quote for hosting of a website or email address for a minimum of 12 months. Payment will be due annually in advance.
21. If the Client requests hosting of a Domain Name already registered to the Client, the Domain Name will be transferred to MIM. The terms outlined in 19 will apply to future transfer or registration to a third party.
22. The Intellectual Property Rights derived from any work undertaken by PP&WDS will remain with PP&WDS unless otherwise agreed in advance.
23. PP&WDS will hold the Copyright for any material produced except for that provided by the Client.
24. These Terms & Conditions may be amended at any time without notice. The latest version can be seen on our website at www.pixel-print.co.uk, obtained by email from info@pixel-print.co.uk or by writing to the address above.

In the event of any dispute these Terms & Conditions take precedence over any other.

July 2009