

Terms and conditions of Service

© Copyright Little Red Rooster Creative



THE FOLLOWING TERMS AND CONDITIONS OF SERVICE APPLY TO ALL PRODUCTS AND SERVICES PROVIDED BY LITTLE RED ROOSTER CREATIVE.

The term 'Little Red Rooster Creative' or 'us' or 'we' refers to the owner of the website, Mr Christopher Bell, trading as Little Red Rooster Creative from 1 Edwin St, Brunswick, Newcastle upon Tyne NE13 7EE. The term 'you' refers to the client.

GENERAL

All work is carried out by Little Red Rooster Creative on the understanding that the client has agreed to Little Red Rooster Creative's terms and conditions.

Copyright is retained by Little Red Rooster Creative on all creative design work including campaign advertising slogans, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled. If a choice of design is presented, only one solution is deemed to be given by Little Red Rooster Creative as fulfilling the contract. All other designs remain the property of Little Red Rooster Creative, unless agreed in writing that this arrangement has been changed.

Little Red Rooster Creative reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

PROJECT ACCEPTANCE

At the time of proposal, Little Red Rooster Creative will provide the client with a written estimate or quotation. The terms and conditions can be read on the Little Red Rooster Creative website. The client may send an official order in reply to the estimate or quotation, or an email acknowledging acceptance of the quotation, which binds the client to accept Little Red Rooster Creative's terms and conditions.

No work on a project will commence until acceptance of the quotation has been received by Little Red Rooster Creative.

CONTRACT

The acceptance of the proposal and these Terms and Conditions constitute a Contract between Little Red Rooster Creative and the Client and both Parties agree to enter into such a Contract.

The order of precedence of those documents is: the proposal followed by these Terms and Conditions.

CLIENT'S OBLIGATIONS

The Client shall provide the Little Red Rooster Creative with such information, support, co-operation and facilities as may be necessary in order to provide the Services.

PAYMENT

Clients will normally be invoiced on completion of work on our standard 14 days terms.

We will require staged payment for any project not signed-off by you within 30 days of receipt of first design draft from Little Red Rooster Creative. This would normally be two equal payments, the first with immediate effect having missed the 30 day sign-off deadline, the second on completion and sign-off of work.

All new clients are required to pay in full prior to Little Red Rooster Creative commencing work.

Payments may be made by online transfer, cash or cheque.

Publication and/or release of work undertaken by Little Red Rooster Creative on behalf of the client may not take place before cleared funds have been received.

Little Red Rooster Creative reserves the right to consider an account to be in default in the event of a returned cheque.

TITLE AND RISK

The risk in the work passes to the Client upon delivery. Title to the work, excluding copyright and other intellectual property rights, passes on payment in full.

DEFAULT

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque.

If an invoice is not paid, in full, within the time detailed above then Little Red Rooster Creative reserves the right to charge interest, at the daily rate of 4% above the Bank of England base rate, in accordance with the Late Payment of Commercial Debt (Interest) Act.

Little Red Rooster Creative shall be considered entitled to remove Little Red Rooster Creative's and/or the client's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the client of its obligation to pay the due amount.

In addition to the above, Clients whose accounts become default agree to pay Little Red Rooster Creative reasonable legal expenses and third party collection agency fees in the enforcement of these terms and conditions.

COPYRIGHTS AND TRADEMARKS

By supplying text, images and other data to Little Red Rooster Creative for inclusion in the client's website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner. Any artwork, images, or text supplied and/or designed by Little Red Rooster Creative on behalf of the client, will remain the property of Little Red Rooster Creative and/or its suppliers in accordance with the Copyright, Designs and Patents Act 1988.

The client may request in writing from Little Red Rooster Creative the necessary permission to use materials (for which Little Red Rooster Creative holds the copyright) in forms other than for which it was originally supplied, and Little Red Rooster

Creative may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Little Red Rooster Creative, the client grants Little Red Rooster Creative permission to use this material freely in the pursuit of the design.

Should Little Red Rooster Creative or the client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client will agree to allow Little Red Rooster Creative to remove and/or replace the file on the site.

The client agrees to fully indemnify and hold Little Red Rooster Creative free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

ALTERATIONS

The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The client also agrees that Little Red Rooster Creative holds no responsibility for any amendments made by any third party before or after a design is published.

LICENSING

Any design, copywriting, drawing, idea or code created for the client by Little Red Rooster Creative, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Little Red Rooster Creative and any of its relevant sub-contractors.

All design work – where there is a risk that another party make a claim – should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use.

Little Red Rooster Creative will not be held responsible for any and all damages resulting from such claims. Little Red Rooster Creative is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold Little Red Rooster Creative responsible for any such loss or damage.

Any claim against Little Red Rooster Creative shall be limited to the relevant fee(s) paid by the client.

RIGHTS OF REFUSAL

Little Red Rooster Creative will not include in its designs, any text, images or other data which it deems to be

immoral, offensive, obscene or illegal.

All advertising material must conform to all standards laid down by all relevant advertising standards authorities.

Little Red Rooster Creative also reserves the right to refuse to include submitted material without giving reason.

In the situation where any images and/or data that Little Red Rooster Creative does include in all good faith, and subsequently discovers is in contravention to such terms and conditions, the client is obliged to allow Little Red Rooster Creative to remove the contravention without hindrance, or penalty. Little Red Rooster Creative is to be held in no way responsible for any such data being included.

CANCELLATION

Cancellation of orders may be made initially by telephone contact or e-mail, however, following this, Little Red Rooster Creative will need formal notification in writing to the company's postal address.

Upon cancellation the following shall become immediately due:

- Any and all outstanding invoices;
- Any costs accrued up to termination date not already subject to invoice;
- Any costs incurred by Little Red Rooster Creative upon termination of the project.

Please note: any cancellation which is not formally confirmed in writing and received by Little Red Rooster Creative within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

PROJECT DURATION

Any indication given by Little Red Rooster Creative of a project's duration is to be considered by the client to be an estimate. Little Red Rooster Creative cannot be held responsible for any project over-runs, whatever the cause.

Estimated project duration should be deemed to be from the date the written or emailed Project Acceptance was received by Little Red Rooster Creative or by date confirmed in writing by Little Red Rooster Creative.

DISCLAIMER

Little Red Rooster Creative makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Little Red Rooster Creative will not be held responsible for any and all damages resulting from products and/or services it supplies. Little Red Rooster Creative is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause.

While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure.

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The client agrees not to hold Little Red Rooster Creative responsible for any such loss or damage.

Any claim against Little Red Rooster Creative shall be limited to the relevant fee(s) paid by the client.

Little Red Rooster Creative reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their terms and conditions.

Little Red Rooster Creative will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Little Red Rooster Creative and its clients agree to comply with printers' terms and conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Little Red Rooster Creative recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

ACCEPTANCE OF TERMS AND CONDITIONS AND QUOTATION

The placement of an order for design and/or any other services offered by Little Red Rooster Creative, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at www.littleredroostercreative.com. An estimate validated by confirmation of approval to proceed with the project by the client by e-mail or in writing constitutes acceptance of the estimate or quotation and agreement to comply fully with all the terms and conditions and forms a Contract for Business between the signatory and Little Red Rooster Creative.

CREATIVE DESIGN SERVICES

Charges for creative design services to be provided by Little Red Rooster Creative will be set out in the written estimate or quotation that is provided to the client.

Charges for creative design work do not cover the release of copyright design files including indd, psd, png, eps, jpg or any other source files; if the client requires these files they will be subject to a separate quotation or 'buy-out' charge.

Publication and/or release of work done by Little Red Rooster Creative on behalf of the client may not take place before cleared funds have been received.

All design work will be proofed by the client and written approval given before Little Red Rooster Creative will release it for publication or print.

Whilst all efforts will be made by Little Red Rooster Creative to ensure the accuracy of work, no liability can be accepted by Little Red Rooster Creative for errors not highlighted by the client prior to written approval for publication or print.

DATA FORMATS

The client agrees to Little Red Rooster Creative's definition of acceptable means of supplying data to the company.

Text is to be supplied to Little Red Rooster Creative in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail/FTP.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Little Red Rooster Creative via CD-ROM, or e-mail FTP.

Images must be of a quality suitable for use without any subsequent image processing, and Little Red Rooster Creative will not be held responsible for any image quality which the client later deems to be unacceptable.

Little Red Rooster Creative cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, colour correction and alteration of images.

WEBSITE DESIGN AND DEVELOPMENT

Little Red Rooster Creative require that a template is approved by the client before coding of a site commences.

Once the template(s) for the website are approved by the client, coding will commence; any changes to navigation items, colours, structure or content which require changes to the template will incur an additional charge.

Once web design is complete, Little Red Rooster Creative will provide the client with the opportunity to review the resulting work. Little Red Rooster Creative will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features.

Any minor changes can be notified to Little Red Rooster Creative by e-mail.

Little Red Rooster Creative will consider that the client has accepted the original draft, if no notification of changes is received in writing from the client, within 14 days of the start of the review period.

RIGHTS OF ACCESS FOR WEBSITE CONSTRUCTION

The client agrees to allow Little Red Rooster Creative all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords.

The client also agrees to allow Little Red Rooster Creative access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The client agrees to supply Little Red Rooster Creative with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

HOSTING WEBSITES

Little Red Rooster Creative may request that clients change the type of hosting account used if that account is deemed by Little Red Rooster Creative to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website.

Fees due to third party hosting organisations are the responsibility of the client and Little Red Rooster Creative is not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the client/domain owner.

DOMAIN REGISTRATION

Little Red Rooster Creative cannot guarantee the availability of any domain name. Where Little Red Rooster Creative is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

SEARCH ENGINE SUBMISSION

Due to the infinite number of considerations that search engines use when determining a site's ranking, Little Red Rooster Creative cannot guarantee any particular placement.

Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another.

Rankings will also vary as new sites are added.

Little Red Rooster Creative recommend that clients use a professional Search Engine Optimisation specialist and can arrange for third party SEO consultancy, but can accept no responsibility for their services.

PRINT DELIVERABLES

No claims can be accepted unless shortages or complaints are notified within 5 days of the date of delivery.

DESIGN CREDITS

The client agrees to allow Little Red Rooster Creative to place a small credit in the form of a link to Little Red Rooster Creative's own website on the client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The client also agrees to allow Little Red Rooster Creative to place websites and other designs, along with a link to the client's site on Little Red Rooster Creative's own website for demonstration purposes and to use any designs in its own publicity and portfolios.

WARRANTIES

Both Parties warrant that they are authorised and permitted to enter into the Contract, and have obtained all necessary permissions and approvals.

Both Parties warrant and undertake that they are not aware as at the date of the proposal acceptance of anything within their reasonable control which might or will adversely affect their ability to fulfil the obligations under the Contract.

WAIVER

No exercise, or failure to exercise, or delay in exercising any right or remedy by either Party shall constitute a

waiver by that party of that or any other right or remedy.

GOVERNING LAW

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

MEDIATION

If at any time any question, dispute or difference whatsoever shall arise as to the formation, meaning, operation, validity or effect of the Contract or the rights, duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of the Contract, either party may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to a mutually agreed Third Party Mediator within 14 days of such notice.

ARBITRATION

If an attempt at Mediation should fail then the dispute or difference shall be referred to the arbitration of a single arbitrator to be agreed upon by the parties within 14 days of the failure of such an attempt, or in default of such agreement, to be nominated by the President for the time being of the Law Society of England and Wales such arbitration to be conducted in accordance with the Arbitration Act 1996.

SEVERABILITY

If any term or provision in the Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of the Contract and the enforceability of the remainder of the Contract shall not be affected.

FORCE MAJEURE

Neither party shall be liable to the other for delays in performance attributable to acts, occurrences, events or illnesses beyond the reasonable control of such party.

HEADINGS

The headings in these Terms and Conditions are for convenience only and are not intended to have any legal effect.

THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.