

Issue web-1.20081022 superseding web-2.20070625

All Users of web design, programming and construction services provided by Toucan Internet LLP, by use of such services, accept the terms of business set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services.

This Agreement is made between Toucan Internet LLP. Registered office: 52 Queen Anne Street,

London W1G 9LA ("we", "Toucan Internet" and also "Toucan") and the user

_____ (name)

of

_____ ("you" and also "the Customer").

The date of this Agreement is

_____ 20_____

_____ (signed)

The following constitute the terms and conditions under which Toucan Internet LLP trades and supplies its web design, programming and construction services and related products. These conditions, in conjunction with the details as shown on the Toucan Internet LLP Order Form (where completed) and "Toucan Internet LLP Terms Of Business – Hosting Terms and Conditions" represent the totality of the agreement and form the Contract between Toucan Internet LLP and the User.

Any agreed variation or alteration to part of these terms and conditions as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the supplies instructed on the order will require to be the subject of a new order. Toucan Internet LLP is entitled to suspend services if the User does not adhere to any or several conditions of this Contract.

1. Toucan's Quote, Agreement Letter/Email and attachments can not be varied without the signature of a Toucan Designated Partner. The Agreement Letter with the terms form the entire agreement between Toucan and the client.
2. Toucan will require a non-refundable deposit payment from the client before any work commences. The deposit shall be 50% of the total contract value subject to a minimum of £500. Should the total contract value be below £500, the total contract is payable in advance. Client will pay all sums due to Toucan within 14 days unless a shorter period is specified and time is of the essence in respect of payment of sums to Toucan by the client.
3. Toucan Internet reserve the right to cancel any agreement prior to cleared funds in settlement of the deposit being in their bank account.
4. Toucan may require interim payments if the contract is of such size that the project duration covers a number of months and these will be included within the agreed schedule or contract agreement letter/email. If such payments are required work on the project will cease if such payments become overdue. Any such additional payments will also be non-refundable.
9. Toucan will not be liable for any loss suffered by the client caused by the actions of any third party or for any loss suffered by the client caused by events not in Toucan's reasonable control. Save in respect of death or personal injury caused by Toucan's negligence, Toucan's liability to the client arising out of Toucan's breach of contract or negligence will be limited to the cost of the project as set out in Toucan's Agreement Letter/email.
10. Toucan shall use such images and text as are provided by the client on the assumption that the client has all necessary legal permissions to use them. If this is not the case Toucan shall in no way be liable and the client will indemnify Toucan against any claims and the costs involved in dealing with any claim.
11. If the client is unable to provide text copy in a digital format acceptable to Toucan, Toucan retain the right to make charges in addition to the contract value for copywriting services. Toucan will advise the client before commissioning such services and the client shall have the opportunity to provide the text copy in a format acceptable to Toucan.
12. Toucan may at their discretion publish draft versions of the web site or other design material to a sub section of any of their web domains in order for the client to review the project. At this stage all designs are the property of Toucan and any copying, distribution, etc. is expressly forbidden without the prior written consent of Toucan, such consent to be signed by a Designated Partner of Toucan.
13. Upon completion of the site the client shall be required to sign a satisfaction statement. A final invoice will then be issued and will be due for payment within fourteen days from the date of the invoice.
14. Any custom programming/source code or programming for source code utilised in or developed for the production of deliverables for the client shall remain the property of Toucan and may be used for other Toucan projects or sold to other parties at Toucan's discretion. Once the satisfaction letter has been signed and full payment has been received and cleared through Toucan's bank account the front-end project deliverables as provided in Toucan's Agreement Letter/Email will become the property of the client. The client shall have a non-exclusive non-transferable licence to use custom programming/source code or programming for source code utilised in or for such deliverables but only in respect of operation/modification or development of the web-site or other deliverables and not for any other purpose including without limitation assignment of such licence or sub-licensing. If the project is Internet based then it will be transferred to the client's domain name and web space. If the project is of some other type then it will be handed over to the client.
15. Once the satisfaction letter has been signed Toucan shall not be liable for any claims made upon the client as a result of the web site or other material produced by Toucan, its agents or subcontractors. The client shall not be able to make any claims on Toucan once the satisfaction letter has been signed.

16. If payment is not received by the due date set in Toucan's invoice(s) Toucan reserve the right to charge interest at 5% above the base rate of Barclays Bank PLC.

17. Toucan may withdraw any service or published web site if payment is not received by the due date.

18. The ongoing maintenance or updating of the web site is excluded from this agreement. If Toucan are required to maintain or update the web site then this will be covered by a supplemental agreement at an agreed rate.

18.a. Websites are written to function correctly and within the parameters of the host provider's service provision. Any website upgrade or recoding that is required due to changes or upgrades to the host provider's services or server configurations are chargeable at an agreed rate.

19. Any hypertext pages produced by Toucan Internet will be copyrighted to the contracting company and will also include a small hyperlinked acknowledgement to Toucan Internet at the foot of each page.

20. Toucan may actively promote or publicise any project that they produce for their own marketing or sales activities.

21. All prices/rates will be subject to the addition of VAT at the currently prevailing rate.

22. Any reference to dates for delivery/completion are estimates only and failure by Toucan to meet any dates will not create any liability.

23. Indemnity

You shall indemnify Toucan and keep Toucan indemnified and hold Toucan harmless from and against any breach by you of these terms of business and any claim brought against Toucan by a third party resulting from the provision of websites, the website content and associated website components by Toucan to you including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by Toucan in consequences of your breach or non-observance of this Agreement.

24. This agreement shall be governed by English law and the client agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales.