

Projects T&C

When you ask Sideimpact to develop or modify your website, or any other form of internet software you are contracting with Sideimpact under the following terms. These terms refer to you as the client, as the work to be under taken for an agreed fee.

Purpose

The above-named "Client". (Hereinafter referred to as Client) is engaging "Sideimpact." (Hereinafter referred to as Sideimpact, as an independent Contractor for the specific purpose of undertaking a project, (hereinafter referred to as Project), to develop and deliver a Website Design and/or web applications software that fulfils the requirements and work described in the "Project Specification", (hereinafter referred to as "The Specification") issued by Sideimpact. This Project, when completed will have the capability to be accessed through the medium of the World Wide Web providing Client has also put in place an acceptable "Hosting Service", (hereinafter referred to as "The Hosting Service").

Hosting Service Limitation

"The Hosting service" will normally be provided by Sideimpact but shall be contracted for separately, and does not constitute any part of this agreement. If Client uses a "Hosting Service" not supplied by Sideimpact then Sideimpact cannot guarantee the performance of Project.

Agreement Type

This agreement shall be deemed either as Fixed or day rate. The interpretation of a Fixed agreement shall be where the work to be undertaken is fully defined in specification and taken on at a fixed price. A day rate agreement is for the purpose of taking on a more flexible working arrangement where work is priced on the basis of man days used.

Affectivity

This agreement shall be signed by the parties and does not become effective until signed by Sideimpact and until all considerations have been received by Sideimpact in accord with the payment terms.

Development

Sideimpact's development standards are kept under continuous review, and new software technologies and techniques are regularly adopted in order to keep Sideimpact's products and services state of the art. Due to the many diversities of the Internet, Sideimpact adopts the policy of developing applications that fit the widest user-base, and most highly regarded operating platforms. Sideimpact retains the right to vary or update any design standard at any time. Client undertakes to inform Sideimpact prior to commencement of Project if there is a critical requirement to meet specific performance criteria. Sideimpact will alert Client to any potential problems associated with operating platforms or web browser compatibility should this become necessary. Sideimpact will use its best endeavours to optimise performance for the desired user-base, operating systems etc.

Assignment

If required Sideimpact reserves the right and Client hereby agrees to allow the use of sub-contractors or agents to Project to work on any aspect.

E-commerce Functionality

Where Project involves E-commerce functionality, Client must ensure that suitable arrangements are in place to maximise security levels with regard to financial and personal information relating to the users of Project. This may necessitate the use of secure electronic protocols, authentication certificates, encryption etc. and may require the provision of secure server facilities and an acceptable ISP host and/or the use of a credit card clearing service such as Netbanx, Worldpay, EPDQ etc. Client agrees that Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Project or any other services contemplated herein, and will hold harmless, protect, and defend Sideimpact and its Sub-Contractors from any claim, suit, penalty, tax, fine, or tariff arising from Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

Copyright and Trademarks

Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Sideimpact for inclusion in the Project are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Sideimpact and its sub-contractors from any liability (including legal fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by Client.

Project Copyright

Copyright to Project when completed will be owned by Sideimpact. Client will be assigned rights to use the Project as a website, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to Client, and remain the property of their respective owners. Sideimpact and its sub-Contractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. Completed projects may be required to contain a copyright/legal statement with a link to Sideimpact's main websites.

Completion Date

Sideimpact and Client undertake to work together to complete Project within the timescale defined in the specification. Sideimpact will inform client on project progress and will always endeavour to meet the defined milestones. Client must also supply all source materials to timescales, failure to provide source materials within 60 days of the specified timescales will be sufficient grounds for Sideimpact to cancel the agreement and retain any deposits or stage payments made thus far as cancellation fees.

Delivery

On completion of Project and receipt of payments due, according to the agreed terms of payment, Sideimpact will put Project live on the Internet. Sideimpact will upload Project to the agreed web server, and activate domain pointing and email services etc. Also, on receipt of payment Sideimpact will arrange for the inclusion of Meta Tags and Search Engine submissions in-line with any such work detailed in the specification.

Ongoing Maintenance

Sideimpact will fix all errors notified to Sideimpact in writing within 60 days of the site being put live on the Internet. If errors are reported after more than 60 days Sideimpact reserves the right to apply a discretionary charge before implementing any necessary fix. Modifications, extensions or enhancements will be implemented as necessary upon agreement of the work required and charged for at the standard rate as laid down in Sideimpact's terms and conditions.

Payments

Sideimpact will issue invoices in respect of work undertaken on Project in-line with Sideimpact's standard terms and conditions. Client is required to settle invoices as the payment falls due, and Client hereby agrees that Sideimpact may suspend ongoing work until any arrears have been paid.

All payments will be made in £ sterling.

The Payments must be made promptly based on Sideimpact's standard terms or any overriding terms agreed in writing specific to Project. Sideimpact reserves the right to remove any Project from viewing on the Internet until final payment is made. In case collection proves necessary, Client agrees to pay all fees (including all legal fees and court costs) incurred by that process.

Legal Notice

Notwithstanding anything to the contrary contained in this Agreement, Sideimpact does not guarantee or warrant that the functions and content of Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Project is with Client. In no event will Sideimpact be liable to Client or any third party for any damages, including, but not to, service interruptions caused by Acts of God, "the Hosting Service" or any other circumstances beyond the control of Sideimpact, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Project, failure of any service provider, of any telecommunications carrier, of the internet backbone, of any internet servers, your or your site visitor's computer or internet software, even if Sideimpact has been advised of the possibility of such damages.

This Agreement

This agreement constitutes the sole agreement between Sideimpact and Client regarding this Project. Any additional work not specified in this Agreement or any other amendment or modification to this Agreement must be authorised by a written request signed by both Client and Sideimpact. All prices specified in this Agreement will be honoured for 6 months after both parties sign this Agreement. Continued services after that time will require a new agreement.

Jurisdiction

This Agreement is made subject to the law of England and Wales. Any dispute will be litigated or arbitrated in the United Kingdom, and Client hereby consents to the personal jurisdiction of the Courts of England and Wales. Furthermore, Client waives any right to or claim of sovereign immunity