



## 6B DIGITAL LIMITED

### TERMS AND CONDITIONS OF TRADE

Definitions: in this agreement the terms have the following meaning:

"The Client" means any person, company, partnership, organisation or body at whose application, 6B Digital Limited agrees to provide the services and/or products under the terms of this agreement.

"The agreement" means the contract between 6B Digital Limited and the client to which these conditions apply.

"The quote" is any document which incorporates a "quotation" or "quote", from 6B Digital Limited in order to enter the agreement for multimedia or digital services with the client.

Scope: These terms and conditions of trade shall apply to all goods and/or services ordered by the client from 6B Digital Limited. It supersedes and takes precedence over any previous written or oral representations given or made 6B Digital Limited or any representatives of 6B Digital Limited.

Payment: Payment for goods and services provided by 6B Digital Limited is due 30 days from the date of the invoice unless stated and agreed otherwise in the quote. Whilst any payment under the agreement remains outstanding, 6B Digital Limited, shall be entitled at its sole discretion to withhold provision of any goods, services, electronic files and data it would otherwise be obliged to supply under the agreement.

Overdue Amounts: 6B Digital Limited reserves the right to claim interest on overdue monies at the rate of 2% per month for amounts overdue by 120 days.

Completion: Shall occur when 6B Digital Limited fulfils the work outlined in this quote. In the event that the work outlined in this quote (or any additional work requested by the client during the project) remains incomplete 4 months after the date of this quote due content or reviews being withheld by the client, then 6B Digital Limited may require payment to the value of the work undertaken thus far.

Optimisation: Although every effort will be taken to insure search engine status, 6B Digital Limited cannot guarantee top listings as a result of their optimisation package/website/s or other products or services.

Enquiry forms: When your website/application is built, we will conduct tests to ensure enquiry forms are directed to an email address of your choice. After this test is complete, it is your responsibility to notify us if your enquiry form ceases to forward to your email address.

Liability: 6B Digital Limited hereby excludes itself, its employees, directors and agents from: - all and any liability for loss or damage caused by any inaccuracy; omission; delay or error, whether the result of negligence or other cause in the production of the media product; all and any liability for loss or damage to clients artwork/photos, supplied for the related service. Immaterial to whether the loss or damage results from negligence or otherwise.

Right to Reference: 6B Digital Limited reserves the right to use any related product or service undertaken for the client, in future promotions by 6B Digital Limited, but only on the basis that this should be to the advantage of the client in relation to additional publicity gained.

Copyright: It is the client's obligation to ensure that any material being used in the specific media chosen, either by 6B Digital Limited or directly by the client, is not in breach of copyright. 6B Digital Limited accepts no responsibility for the client's actions in either uploading material to any 6B Digital Limited authorised webspace, or to any other webspace on any server on the World Wide Web. Any service, concept, idea, design, programming, and/or "look and feel" remain the property of 6B Digital Limited, until settlement of any, and all, outstanding amounts with regard to that service, concept, idea, design, programming and/or "look and feels", once all accounts have been settled shall be the property of the client. Any further use of 6B Digital Limited services, concepts, ideas, designs, programmings, and/or "look and feels" in any other format, or media other than the quoted form of media, will be subject to negotiation, and any agreement will be made in writing between 6B Digital Limited and the client.



The signing of the quote (placing an order/agreeing to the proposal) by the client or other person/agency on behalf of the client, constitutes a guarantee that all necessary permissions have been obtained by the client in respect of the artwork, designs, sounds, videos and photographs, for use in the web site or any other related product from 6B Digital Limited. The client must indemnify 6B Digital Limited in respect of all actions; proceedings; costs; demands and claims from any such breach.

Agreement Termination: any agreement to supply products or services anytime in the future, between the client and 6B Digital Limited may be terminated within 30 days notice in writing by either party. Any monies paid in advance for products and services shall only become repayable to the client at the discretion of 6B Digital Limited. Any amounts received by 6B Digital Limited, with respect to products and services from a third party shall not be repayable to the client.

Hourly Rate: Unless otherwise stated or agreed in writing, additional work will be charged at the rate of £50+vat-£75.00+vat per hour. The time period will be rounded up to the nearest half an hour.

VAT (value added tax): Prices may be quoted exclusive of vat and other applicable sales taxes which will be added to the clients invoice for payment at the prevailing rate.

Acceptance of Conditions: The signing of a quote by the client (placing an order/agreeing to the proposal) will constitute the placing of an order and will confirm acceptance of the aforementioned conditions.

Indemnity: Without prejudice to any other rights or remedies which 6B Digital Limited may have against the client, the client shall indemnify 6B Digital Limited against any loss or expenses sustained by reason of breach of this contract and any actions, proceedings, claims or demands in any way connected with this contract brought on by or threatened against 6B Digital Limited by a third party which are caused by or arise from any action of 6B Digital Limited carried out pursuant to the instructions of the client. The client shall indemnify 6B Digital Limited against any actions, proceedings, claims or demands in any way connected with this contract brought or threatened against 6B Digital Limited by a third party which are caused by or arise from any act or default of 6B Digital Limited carried out pursuant to the instructions of the client.

Law: These conditions of trade and all other express terms of contract shall be governed and constituted in accordance with the laws of England.