



Clockwork Satellite Limited

Terms and conditions

The following terms and conditions apply to all current and future requests for the supply of products and services by Clockwork Satellite Limited.

Definitions

We and us means Clockwork Satellite Limited, a company registered in England and Wales at 24 Acland House, Verney Street, Exeter, EX1 2FE; number 08981965.

You means you, the client: the person, company or organisation requesting products and services from us.

Specification means the project specification document that we produce, describing the scope and estimated price of the work to be carried out, along with estimated timescales, a payment schedule and any additional terms and conditions. The specification must be agreed and accepted by you in writing before work can begin. Where there is an inconsistency between terms and conditions in this document and the specification, the terms and conditions in the specification will apply.

Scope

We have the experience and ability to carry out the work described in the specification, and we will do it in a professional and timely manner. We will endeavour to meet every deadline set in the specification and we will maintain the confidentiality of everything you give us.

You have the authority to act on behalf of yourself, your company or your organisation. You will provide us with everything we need to complete the work described in the specification, as and when we request, in the format we request. You agree to review our work and provide feedback and approval in a timely manner. Deadlines work two ways, so you will also be bound by the timescales set out in the specification. You also agree to follow the payment schedule set out in the specification.

We reserve the right to decline work for any reason.

Confidentiality

We will treat all material, data and information that we come into contact with in confidence. We will not share it with any third parties, except where it is necessary to do so in order to carry out the work described in the specification.

Rights

You (or whoever is the legal holder) remain the copyright owner of all text, images, audio, video, data and other intellectual property that you provide. We make no claim to the copyright of this material and take no responsibility for its content.

You guarantee that you have the right to use (and allow us to use) all text, images, audio, video, data and other intellectual property that you provide for the purpose of carrying out the work described in the specification.

You are responsible for ensuring any branding, slogans, domain names and other recognisable marks used to deliver the work described in the specification do not infringe any third-party rights.

You will indemnify us (and our employees and subcontractors) against all expenses, damages, claims and legal costs arising from any failure to obtain the correct rights.

We own the rights to any unique combination(s) of code, visual design, audio or video that we create. Following the final sign-off agreed in the specification, we will license the unique combination(s) of code, visual design, audio or video to you in perpetuity, for the purposes of the project described in the specification only.

We reserve the right to display, write about, and link to work that we have completed for you in order to advertise or promote our products and services.

If you wish to use the work that we produce in ways going beyond the parameters described in the specification you must approach us for prior written consent. Depending on the type of use you have in mind, we may require an additional fee.

Timescales

We will endeavour to meet every deadline set out in the specification, but we cannot be responsible for a missed deadline or launch date if you have been late in providing information, materials, feedback or approval at any stage.

Changes and revisions

The timescales and prices set out in the specification are based on the length of time we estimate we will need to carry out the work described. We aim to be flexible: if you decide to alter or add to the specification after it has been agreed, we can work with you to revise the specification and price accordingly.

Cancellation

If, at any stage, you wish to cancel, you must notify us in writing. Likewise, we reserve the right to cancel at any stage: we will let you know in writing. You agree to pay us in full for everything we have done and expenses we have incurred until the point of cancellation (we will provide an invoice for that).

Liability

We cannot guarantee that our work will be error-free, so we cannot be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you have advised us of them.

We will take all reasonable steps to protect any data that we come into contact with, but we cannot guarantee its safety and we cannot be held liable for any loss. You are responsible for keeping an up-to-date backup of all data.

We are not liable to you or any third party if any hardware or software used in the course of delivering the products and services described in the specification malfunctions, fails or is otherwise unable to communicate with other systems, services or users (including where computer viruses or other malicious code have caused such failures).

Third party products and services

In the course of carrying out the work described in the specification, we may obtain products and services from third-party suppliers (for example: editors; proofreaders; photographers; illustrators; printers; website hosting providers; domain name registrars; couriers). You agree to be subject to the additional terms and conditions of any third-party suppliers. We will endeavour to notify you of these as soon as is practicable.

You may have a continuing liability to third-party suppliers beyond the lifespan of the work described in the specification (for example: recurring website hosting fees; domain name registration fees; royalties; license fees). We will endeavour to notify you of these as soon as is practicable.

Payment

We may require payment from you in advance for all or part of the job fee before work can commence or continue. This will be clearly set out in the specification. Advance payments are not normally refundable once work has started.

We will endeavour to accurately estimate any additional expenses that we may incur whilst carrying out the work described in the specification, however this may not always be possible. We will invoice you for all expenses incurred whilst carrying out the work described in the specification. Where we estimate expenses to be significant, we may invoice you in advance in order to cover this.

Payment terms are 14 days from the date of the relevant invoice, unless otherwise agreed. If the invoice is not paid in full within 14 days we reserve the right to charge you interest at the annual statutory rate of 8% above the base rate of the Bank of England, accruing daily on every invoice overdue for payment, calculated from the date payment becomes due under the invoice until the date of payment.

Where we collect payments on your behalf from third-party suppliers (for example: royalty payments), you will be reimbursed according to the schedule set out in the specification.

We reserve the right to withhold products, services and collected payments (including those obtained from third-party suppliers) if any payment set out in the specification is overdue.

Legal

If for some reason one part of these terms and conditions becomes invalid or unenforceable, the remaining parts remain in place. These terms and conditions shall be governed by the laws of England and Wales. They shall not be varied except by agreement in writing.

We reserve the right to amend these terms and conditions from time to time. The current version will always be available on our website, clockworksatellite.co.uk.

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