



Terms & Conditions

1. Customer Instructions

Phoenix London UK Ltd will seek the Customer's instructions on all elements of design and specification of the project and follow such reasonable instructions as Phoenix London UK Ltd receives from the Customer. Phoenix London UK Ltd will ensure all elements of the brief are covered as far as possible and inform the customer of any items that are not covered in the Statement of Requirement (SOR) stating reason.

2. Project Requirements

Phoenix London UK Ltd will provide a statement of requirement (SOR), which will come in the form of a written document, wireframe or design that outlines in detail all the elements and components required to complete the project. The Customer will be required to sign a contract accepting the SOR prior to any development commencing. It is the responsibility of the Customer to ensure all the required elements are covered by the SOR.

3. Process & Control

Phoenix London UK Ltd will provide a set of stages that require approval from the Customer prior to the project moving to the next stage. This allows the Customer to make any necessary adjustments before the time and cost of such adjustments becomes prohibitive.

4. Change of Requirement

Should the Customer require changes to any accepted Stage, Phoenix London UK Ltd will issue a Change of Requirement (COR) which will document the changes required, the costs (if any) and timeline implications of such a change. The COR will require a signature from the Customer to ensure that the Customer is aware of the changes required and the implications thereof.

5. Acceptance

Once a project has been completed Phoenix London UK Ltd will issue a certificate documenting that the project is ready to launch. This certificate will be issued when:

For digital media: The media is ready to be placed live on the server.

For printed media: The proofs have been accepted and the full print run is to commence.

The project will not be launched or delivered until a signed launch certificate together with final payment has been received.

6. Grace Period for Digital Media

Phoenix allow 4 weeks from launch date for the client to respond with any functional errors on the website which will be corrected free of charge. The grace period does not cover changes to the design or functionality that are not errors, these will be charged as updates or maintenance as appropriate at our standard rates. Once the grace period has expired all further notifications of errors may include charges.

7. Post-Placement Alterations

Phoenix London UK Ltd cannot accept responsibility for any alterations caused by a third party occurring to the Customer's pages once delivered. Such alterations include, but are not limited to additions, modifications or deletions. All changes, revisions, corrections and maintenance made by Phoenix London UK Ltd after the acceptance of a completed project are subject to additional charges.

8. Unreasonable Delays

If the Customer creates a delay to the completion or delivery of a project that exceeds sixty (60) days Phoenix London UK Ltd reserve the right to invoice the Customer for the work completed. This delay includes but is not limited to the failure to supply or add content such as text or images or the failure to give sign-off or acquire it from a third party or client to whom Phoenix London UK Ltd are sub contracted.

9. Intellectual Property Rights

9.1 Customers Property

The delivered media including all elements of a project reasonably required by the Customer to maintain and update the project are transferred to the Customer once final payment is received. Unless specified the rights are for a single version of the project. Duplication, dissemination or sale of a project as a separate or distinct version is prohibited and will be subject to a fee of at least fifty (50) percent of the total value of the project as a whole.

9.2 Phoenix London UK Ltd Property

Phoenix London UK Ltd retain the rights to any source files used in the production of the project unless specifically stated in the quotation which includes but is not limited to: Flash FLA, Adobe Photoshop PSD, Adobe Illustrator AI and all PHP, ASP, XML or other scripts and coding that are not reasonably required by the Customer to maintain and update the project.

9.3 Third Party Licences

In most cases Phoenix London UK Ltd will ask the Customer to set up third party contracts and licences direct under the instruction of Phoenix London UK Ltd. Any licences acquired by Phoenix London UK Ltd on behalf of the Customer are transferred to the Customer upon final acceptance of the project and the Customer agrees and is bound to the terms and conditions of such a licence. It is the responsibility of the Customer to have read and understood the terms and conditions of any licence transferred and keep up any ongoing payments.

10. Copyright

The Customer retains the copyright to data, files and graphic logos provided by the Customer and grants Phoenix London UK Ltd the rights to publish and use such material. The Customer must obtain permission and rights to use any information or files that are copyrighted by a third party. The Customer is further responsible for granting Phoenix London UK Ltd permission and rights for use of the same and agrees to indemnify and hold harmless Phoenix London UK Ltd from any and all claims resulting from the Customer's negligence or inability to obtain proper copyright permissions.

A contract for a project shall be regarded as a guarantee from the Customer to Phoenix London UK Ltd that all such permissions and authorisations have been obtained. Evidence of permissions and authorisations may be requested.

11. Indemnity

The Customer will indemnify and hold harmless Phoenix London UK Ltd against any loss, damage, cost and expense which Phoenix London UK Ltd may incur or become liable for (including, without limitation, the expense and cost of defending any and all such claims and actions) by reason of claims brought by third parties against Phoenix London UK Ltd in connection with material which is printed, or otherwise published or distributed by Phoenix London UK Ltd on the behalf of the client (Customer) pursuant to the terms and provisions of this agreement including:

- (i) claims for libel, violation of privacy rights, copyright infringement; and
- (ii) claims resulting from the Customer's use of such material

only to the extent such claims relate to material supplied by the Customer and, except to the extent such claims result from the negligence of Phoenix London UK Ltd,

12. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that text will be provided by the Customer as final copy in electronic format (Word or plain text files delivered on Zip Disk, DVD or CD-ROM or via e-mail or FTP). Phoenix London UK Ltd allows for one set of text changes to be requested by the Customer, any further changes to copy supplied by the Customer will be charged at our hourly rate of £75/hour. A charge may be made to cover any additional work involved where the copy supplied is not clear and legible or provided in these formats.

12.1 Content Entry for Content Managed Systems

Unless otherwise specified in the project quotation all content managed web solutions where the client has the ability to add content to the website are delivered without content entry included. Content entry can be requested at a cost of £60/hour.

12.2 Imagery

All photographs and other graphics will also be provided electronically (Adobe Photoshop or Adobe Illustrator compatible format files delivered on DVD, CD-ROM or via e-mail or FTP). Photographs and graphics supplied physically in a high quality print suitable for scanning will be subject to a scanning charge. A charge may be made to cover any additional work involved where the photographs or graphics supplied are not provided in these formats or high enough quality to suite the project in hand.

Although every reasonable attempt shall be made by Phoenix London UK Ltd to return to the Customer any images or printed material provided for use in creation of the Customer's project, such return cannot be guaranteed.

13. Design Credit

A link or reference to Phoenix London UK Ltd will appear in small type in a suitable location on the Customer's Web site or on the Customers printed or digital material. If the Customer does not agree Phoenix London UK Ltd reserve the right to add a surcharge of £250 to the final invoice.

14. FTP Access and Technical Requirements.

Phoenix London UK Ltd offer hosting solutions if required. However, if the Customer's project is to be installed on a third party server, Phoenix London UK Ltd must be granted temporary read/write access to the Customer's storage directories, and those directories must be accessible via FTP (File Transfer Protocol). Depending on the specific nature of the project, other resources might also need to be configured on the server.

Phoenix London UK Ltd will not be responsible for issues arising on third party servers, including but not limited to access privileges, server setup and technical difficulties. Any additional time that is taken by Phoenix London UK Ltd in solving these problems will be chargeable at the full hourly maintenance rate (£75.00 per hour).

Any technical issue arising from hosting domain transfer and email that is not directly the fault of Phoenix London will incur charges at our hourly rate of £75 per hour.

15. Training

All client training is charged as an additional cost unless otherwise stated. Costs for up to 6 people are as follows:
Full day £450, half day £250, (not including travel).

16. Project Management

Phoenix London UK Ltd charge project management on all work completed at a cost £75/hour.

17. Payments

If the total value of the project (excluding VAT) is less than £5,000.00 Phoenix London UK Ltd will issue an invoice for a fifty (50) percent advance payment and a further invoice for the remaining balance due on completion of the project. For projects in excess of £5,000.00 Phoenix London UK Ltd reserve the right to provide a payment schedule. Advance payment is due on commencement of the project in hand, final payment is due before the project is made live or print is delivered, all other fixed cost invoices are due on seven (7) days from invoice date. Hourly work (such as maintenance and updates) is billed monthly and is due on thirty (30) days from invoice date.

Invoices are normally sent by email with a delivery receipt. Where a Proforma invoice has been issued Phoenix London UK Ltd will provide a VAT invoice upon payment.

Payment should be by cheque, made payable to Phoenix London UK Ltd and sent to:
Accounts Payable,
Phoenix London UK Ltd (Head Office)
The Studio, Flowton Hall, Flowton, Ipswich, Suffolk, IP8 4LH

Or by electronic transfer to: Lloyds TSB Bank Acc No: 03231514 Sort Code: 30-98-71

18. Default

Accounts unpaid thirty (30) days after the due date of invoice will be considered in default. If the Customer in default maintains any information or files on Phoenix London Web space, Phoenix London UK Ltd may, at its discretion, remove all such material from its web space. Phoenix London UK Ltd is not responsible for any loss of data or business incurred due to the removal of the service. Removal of such material does not relieve the Customer of the obligation to pay any outstanding charges assessed to the Customer's account.

If the balance has not been paid on sixty (60) days a further invoice will be submitted to the Customer for the Bank of England Base Rate plus 8% of the balance. This will be calculated as a monthly rate charge from thirty (30) days under the provisions of the 1998 Late Payment of Commercial Debts Act and every further thirty (30) days that the invoice remains unpaid.

Cheques returned will be assessed a return charge of £35 (thirty five pounds sterling) and the Customer's account will immediately be considered to be in default until full payment is received. Customers with accounts in default agree to pay Phoenix London UK Ltd reasonable expenses, including legal fees and costs for collection by third party agencies, incurred by Phoenix London UK Ltd in enforcing these Terms and Conditions.

19. Disputes

If a dispute arises over work carried out by Phoenix London or the associated cost. Then this work will be removed from both live and test servers until the dispute is settled.

20. Termination

Termination of services by the Customer must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Customer will be invoiced for any work completed and any expenses incurred up to and including the date of first notice of cancellation for payment in full within thirty (30) days.

21. General

These Terms and Conditions supersede all previous representations, understandings or agreements.

22. Acceptance

A signed contract or advance payment constitutes a contract between the Customer and Phoenix London UK Ltd and agreement to these terms and condition and must be received by Phoenix London UK Ltd before work can commence.

23. Governing Law

This Agreement shall be governed by English Law.