

Marketing Kinetics (Kinetics) Standard Terms and Conditions of Business

1. Kinetic's Quote, Agreement Letter and attachments cannot be varied without the signature of a Kinetic Director. The Agreement Letter with the terms form the entire agreement between Kinetic and the client.
2. Kinetics will require a non-refundable deposit payment from the client before any work commences. The deposit shall be a minimum of 10% of the total contract value subject to a minimum of £500. Client will pay all sums due to Kinetics within 14 days unless a shorter period is specified and time is of the essence in respect of payment of sums to Kinetics by the client.
3. Kinetics Internet reserve the right to cancel any agreement prior to cleared funds in settlement of the deposit being in their bank account.
4. Kinetics may require other interim payments if the contract is of sufficient size and these will be included within the contract details schedule or contract agreement letter. 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.
5. Where an Internet domain name is to be registered on behalf of the client whilst it may be registered in the name of the client it will only become the client's property once Kinetics has received from the client all sums due to Kinetics under any contract. This may necessitate the completion of transfer forms which will be provided by Kinetics. Any domain name will only be registered once a signed copy of the agreement has been returned and the relevant deposit payment cleared through Kinetic's bank.
6. If web site hosting is to be provided this will commence on the same day as the domain name registration, or domain name transfer in the case of a domain name already having been registered by the client, is completed.
7. If web site hosting is to be provided by Kinetics then such hosting is for an initial period of one year, unless specifically stated to the contrary, and is automatically renewed unless one calendar month's written notice is received by Kinetics prior to the anniversary of the commencement of hosting facilities. Proof of posting will not be accepted as proof of delivery. Current renewal fees will be published on the Kinetics web site or are available upon request.
8. Kinetics reserve the right not to transfer any domain name to a new host in the month prior to the domain name's renewal date. If a domain name transfer is agreed by Kinetics within the month prior to the renewal date, Kinetics reserve the right to levy an administration fee equal to their current charge for a two year renewal of the domain name and such fee must be settled prior to the domain name transfer being affected.
9. Kinetics 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 Kinetic's reasonable control. Save in respect of death or personal injury caused by Kinetic's negligence, Kinetic's liability to the client arising out of Kinetic's breach of contract or negligence will be limited to the cost of the project as set out in Kinetic's Agreement Letter.
10. Kinetics 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 Kinetics shall in no way be liable and the client will indemnify Kinetics 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 Kinetics, Kinetics retain the right to charge for the services of a copy writer over and above the contract value. Such charges will be made at the cost incurred by Kinetics plus 15% to cover administration. Kinetics will advise the client before employing such services and the client shall have the opportunity to provide the text copy in a format acceptable to Kinetics.
12. Kinetics may at their discretion publish draft versions of the web site or other design material to a sub section of their domain name marketing-kinetics.co.uk or other domain names which they own in order for the client to review the project. At this stage all designs are the property of Kinetics and any copying, distribution, etc. is expressly forbidden without the prior written consent of Kinetics, such consent to be signed by a Company Director of Kinetics.
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 seven 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 Kinetics and may be used for other Kinetics projects or sold to other parties at Kinetic's discretion. Once the satisfaction letter has been signed and full payment has been received and cleared through Kinetic's bank account the front-end project deliverables as provided in Kinetic's Agreement Letter 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 Kinetics shall not be liable for any claims made upon the client as a result of the web site or other material produced by Kinetics, its agents or subcontractors. The client shall not be able to make any claims on Kinetics once the satisfaction letter has been signed.
16. If payment is not received by the due date set in Kinetic's invoice(s) Kinetics reserve the right to charge interest at 5% above the base rate of Barclays Bank Plc.
17. Kinetics 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 the original agreement unless specifically stated to the contrary within the agreement. If Kinetics are required to maintain or update the web site then this will be covered by a supplemental agreement at an agreed rate of £60 per hour.
19. Kinetics shall have the right to tag the project so as to make it clear that it is they who designed it. Where possible such tags will take the form of a hyperlink which links back to the Kinetics web site.
20. Kinetics 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 Kinetics to meet any dates will not create any liability.

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.