



Terms and Conditions

Business as Usual (BAU) ONLY

1. BAU Terms & Conditions

1.1 Definitions

In this document:

1.1.1 "Contractor" means Rocktime Ltd, its employees and/or subcontractors.

1.1.2 "Client" means the Client or Company named in the Quotation.

1.1.3 "3rd party Contractor" means an alternative agency/ individual commissioned by the Client to carry out work.

1.1.4 "Work" means the work which the Contractor has agreed to carry out or the services the Contractor has agreed to supply as set out in the Quotation, and shall include the supply to the Client of any website, software, domain name, artwork, or any other goods or services.

1.1.5 "Contract" means the terms and conditions set out in this document and the Quotation.

1.1.6 "Quotation" means the written Quotation given by the Contractor to the Client in respect of the Work.

1.2 Supply

1.2.1 On receipt by the Contractor of written acceptance of the Quotation by the Client together with the payment set out in Clause 2.5.3 hereof the Contractor agrees to carry out and the Client agrees to accept the Work in accordance with the Quotation, subject to the conditions herein.

1.2.2 No variation to the Contract shall be binding unless agreed in writing between the Contractor and the Client.

1.2.3 Any advice or recommendation given by the Contractor to the Client as to the application or use of the Work is followed or acted upon entirely at the Client's own risk and the Contractor shall not be liable for any consequences arising from such advice or recommendation.

1.2.4 Any dates quoted for completion of the Work by the Contractor are best approximations only (as they cannot account for factors outside of its control) and the Contractor shall not be liable for any delay caused.

1.2.5 The Client accepts responsibility for testing all work that is completed by the Contractor prior to being made live and by doing so understands that the Contractor is not financially liable for loss of earnings relating to said Work.

1.3 Specifications & Copyright

1.3.1 The Client shall be responsible for ensuring the accuracy of any specifications submitted by the Client, and for supplying any specifications or information relating to the Work within a sufficient time to enable the Contractor to complete the Work in accordance with its terms.

1.3.2 The Client shall indemnify the Contractor against all loss, damages, costs and expenses awarded against or incurred by the Contractor in connection with, or paid, or agreed to be paid by the Contractor in settlement of any claim for infringement of Patent, Copyright, design, Trademark, or industrial or intellectual property rights of any other person which results from the Contractor's use of the Client's specification.

1.3.3 The Client shall ensure that any necessary permissions, authorisations, licences or consents are obtained at its own expense prior to the Work being carried out and shall indemnify the Contractor against all loss, damages, costs and expenses awarded against or incurred by the Contractor in connection with any claim arising as a result of the Client's failure to obtain any such permissions.

1.3.4 Copyright/ Ownership of the product is retained by the Contractor until payment is made in full of the Contract price.

1.3.5 The Client shall continue to own sole copyright of any text or graphics provided to the Contractor in connection with the Work that are unique and exclusive to the Client.

1.3.6 The Contractor shall own sole copyright of any language, html, java script, Meta content or keywords, graphics, designs, scripts or other creative work produced by the Contractor as part of the work until final payment has been received. Upon receipt of the final payment the Client shall receive ownership of any text, images and custom built scripts and a licence for a single instance of the Contractor's Logic CMS, Source E-commerce platform and Core code base within the developed website. A single instance represents one active copy of the project this instance may reside on a single server or cluster of servers.

1.3.7 Site(s) hosted on Rocktime Servers are covered by Rocktime's licence, should the Client wish to host their site(s) on a different server a licence will be granted.

1.3.8 Sites hosted on Rocktime Servers hold licences for all the 3rd party components that are used within the construction of the Client's projects, if the Client wishes to host their project on a different server not controlled by the Contractor they shall need to ensure that the necessary components are installed and the relevant licences are purchased.

1.3.9 Should the client request access to site files for the purposes of having work carried out on the site by a 3rd party Contractor the Client will ensure that the 3rd party Contractor in question understands that they are bound by the same Terms & Conditions as the Client. In addition, the 3rd party Contractor agrees that work to the site is for the benefit of the Client and

that they will not copy any site files for the purposes of generating other forms of income not related to the Client project or agreed to by the Contractor.

1.3.10 The Client accepts that should any assistance be required by the Contractor for the purposes of enabling the 3rd party Contractor to carry out their work that time will be chargeable.

1.3.11 The Client accepts that the Contractor is not liable for any issues created by the 3rd party Contractor in performing their work on the site and that consequently any work carried out by the Contractor to resolve these issues will be chargeable.

1.4 Cancellation

1.4.1 In the event of cancellation of this Contract in writing by the Client the Client shall indemnify the Contractor in full against all loss, costs, charges and expenses incurred by the Contractor as a result of cancellation.

1.5 Payment

1.5.1 The price of the Work shall be the price specified in the Quotation (the "Price").

1.5.2 The Contractor reserves the right to increase the Price at any time prior to completion of the Work to reflect any additional cost to the Contractor which is outside its control, or due to any change in completion dates or change to specifications supplied by the Client or the failure of the Client to provide adequate specification or information that results in the Contractor having to carry out additional work. These will be highlighted and discussed with the client prior to being carried out.

1.5.3 Subject to any special terms agreed in writing between the Client and the Contractor the Client agrees to pay to the Contractor 25% of the Price prior to commencement of the Work upon receipt of an invoice for the same from the Contractor where there is no domain name and/or web hosting required followed by further milestone payments outlined as part of the Quotation.

1.5.4 Subject to any special terms agreed in writing between the Client and the Contractor the Client agrees to pay to the Contractor the Price in full for domain name and/or web hosting upon receipt of an invoice for the same from the Contractor.

1.5.5 The Client shall pay the balance of the Price upon completion of the Work upon receipt of an invoice for the same from the Contractor.

1.5.6 If the project is delayed by lack of content or other input from the Client, The Client may be required to pay a further interim payment or the balance of the Price within the agreed

timescales laid out in the Contract where it can be demonstrated that the Contractor has met project milestones.

1.5.7 If the Client fails to make any payment by the due date then the Contractor shall cancel or suspend performance of the Work until such payment is received from the Client.

1.5.8 If the Client's site exceeds agreed Service requirements as detailed on the Quotation, the Contractor will present a new Quotation outlining proposed increases/ improvements to the Client.

1.5.9 The Contractor reserves the right to vary any of the service charges at any time but will give the Customer a minimum of 14 days' notice before the new charges become effective, this only applies to recurring charges.

1.5.10 If the majority of the project has been completed and Rocktime is waiting for final content or involvement to proceed, and a period of no less than 2 weeks has passed since the aforementioned request then 70% of the total contract will become due for payment. The final 5% will be settled on final completion.

1.6 Website Link

1.6.1 Unless the Client specifically requests otherwise the Contractor when carrying out the Work will insert its name in the footer of the site as a link.

1.6.2 The Client shall allow the Contractor after completing the Work to insert into the Contractor's own website a link to the Work from the Contractor's own website.

1.7 Acceptance

1.7.1 Upon receipt by the Contractor of written acceptance of the Quotation by the Client together with the payment set out in Clause 2.5.3 hereof the Client is deemed to have read and accepted the terms and conditions herein.

1.8 Confidentiality

1.8.1 The Client shall keep in confidence any information of a confidential nature relating to the Contract and

Quotation obtained from the Contractor under this Contract and must not disclose such information to any other person without the contractors' prior written consent, provided that this restriction does not apply to information which is:

- 1.8.1.1. In the public domain otherwise than in breach of this Contract;
- 1.8.1.2. Lawfully obtained from a third party which is free to disclose it;
- 1.8.1.3. Required to be disclosed by law or a competent authority;
- 1.8.1.4. In the lawful possession of the Customer prior to disclosure.
- 1.8.1.5. The restrictions in this paragraph shall survive the termination or expiry of this Contract.

1.9 Non-Solicitation

1.9.1 The Client agrees not to solicit any employee of the Contractor for employment, or encourage any employee of the Contractor to leave his or her employment with the Contractor, without the expressed written consent of the Contractor. The above limitation shall be effective for the term of this Agreement and for a period of one (1) year following the termination of Services supplied by the Contractor or any extension hereto. Solicitation does not include advertisements in the general media and, except to the extent an individual was specifically encouraged to respond to such advertisements, there shall be no restriction on the hiring of individuals so responding.

1.10 Breaches of the Contract

1.10.1 If The Client:

- a. Does not pay any charge within 14 (fourteen) days of it falling due; or
- b. commits a breach of this Contract and if it is possible to remedy, fails to remedy the breach within a reasonable time of written notice to do so or if it is not possible to remedy the breach; or
- c. The Contractor believes the Contract is being used in a manner prohibited under paragraph 8 even if the Client is unaware that the Contract is being used in such a way The Contractor can terminate this Contract without notice, and claim for the resulting losses or expenses. If The Contractor suspends the Contract under this paragraph, The Contractor can refuse to restore the Contract until The Contractor receives an acceptable assurance from the Client that there will be no further breach of this Contract.

1.10.2 The Contractor can also terminate this Contract if the Client is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors or if any of its assets are the subject of any form of

seizure or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets.

1.10.3 On termination under paragraphs 1.10.1 or 1.10.2, the Client shall pay to The Contractor all charges, which are due for the Service under this Contract.

1.10.4 The Client will remain liable to pay all charges, which are due during any period in which the Client does not comply with this Contract.

1.10.5 If The Contractor waives a breach of this Contract by the Client, that waiver is limited to that particular breach. The Contractor's delay in acting upon a breach is not to be regarded in itself as a waiver.

1.10.6 If the Client approaches a member of the Contractor's staff with the intention of offering them employment.

1.11 Termination by Notice

1.11.3 Either party can terminate this Contract on giving 30 days' notice to the other party.

1.11.4 If the Contractor gives notice of termination, The Contractor will repay or credit the appropriate proportion of any charges paid in advance following expiry of the notice period.

1.11.5 Termination by notice under this paragraph does not avoid any liability for Service already provided.