Red Balloon

GENERAL TERMS AND CONDITIONS

1. Parties and Definitions

1.1 These are the terms under which the Client contracts Us to carry out IT and website-related work.

1.2 We are defined as Red Balloon Web Limited, Limited Company no. 12486831, registered office 129 Downhall Park Way, Rayleigh, Essex SS6 9TP.

1.3 The Client is defined as the hiring party, as specified in the Proposal or agreed in advance of work.

1.4 Should the Client be a limited company, company limited by guarantee or other legal entity, the directors or other primary stakeholders agree to provide a joint and several guarantee of the legal entity's liabilities.

1.5 The Client takes responsibility for their staff instructing Us on their behalf.

1.6 The Stack is defined as the combination of technologies, programming languages, etc., used in any given work or project.

2. Instruction to Work

2.1 We carry out work on a project or per-hour basis.

2.2 Project work (e.g. building a website)

> 2.2.1 The contract to carry out work will be considered formalised once we receive written instruction to go ahead, including by email..

> 2.2.2 We are not contracted to nor have any obligations toward the Client until such point as this go-ahead is received and acknowledged by Us. Any agreements we enter into with the Client are assumed to be conditional on and beginning when entering into a formal agreement..

2.3 Hourly work

> 2.3.1 A formal contract to carry out work will be in place once we receive written or oral instruction to go ahead with the work.

2.3.2 Where we provide a written summation of the work we are to carry out and the Client does not contradict such summation, this summation forms a formal contract. This is particularly, though not exclusively, applicable where instruction has been given orally.

2.3.2 In the case that a price or likely number of hours has not been discussed, the Client authorises Us to carry out up to four hours work on any given task without additional authorisation. Where the Client instructs Us to carry out several different tasks (for example, within the same email), the Client authorises us to carry out up to four hours on each individual task without additional authorisation.

3. Hourly Work

3.1 It is the responsibility of the Client to ensure that websites and content are backed up and recoverable before engaging Us to work on them. We are not responsible for backups unless explicitly agreed otherwise.

3.2 If the Client engages Us to work on their live site, the Client accepts there is a risk of error causing permanent data loss and website downtime.

3.3 Unless explicitly addressed in advance, the client delegates decision making to Us on how we carry out the work, what technologies we use, what is relevant to be documented and when it is appropriate to consult with the Client.

3.4 We will provide a PDF report for all work carried out, including the amount of hours to be billed, client notes, and any necessary technical notes.

3.5 The Client will be invoiced for the work separately and according to their billing schedule, typically at the end of the month for account clients and immediately for non-account clients.

3.6 A minimum of a half hour's work applies to every hourly job once instructed

4. Project Work (Websites)

4.1 Quotes and Proposal

4.1.1 Quotes are informal, approximate and non-binding.

4.1.2 Proposals are binding once we are in receipt of written instruction to go ahead..

4.1.3 Proposals will be dated and headed 'Proposal'. Any quotes not headed in this way are not Proposals and are non-binding.

4.1.4 Proposals are valid for 2 weeks (14 days). After this we honour the Proposal at our discretion.

4.1.5 The Proposal will contain:

4.1.5.1 A breakdown of the nature and scope of the project.

4.1.5.2 A basic branding and graphic design brief where appropriate.

4.1.5.3 A project price including options and payment schedule where appropriate.

4.1.5.4 An expected timeline.

4.1.5.5 What technology or software combinations (the Stack) we intend to use.

4.1.6 Legal Status of the Proposal

4.1.6.1 Along with this document, The Proposal forms the basis of the contract between Us and the Client, specifying the type and scope of work agreed to be undertaken and the price.

4.1.6.2 It is recognised that the nature of creative work is such that the brief may change as the project develops. The function of The Proposal is not to provide binding instructions, but to indicate the type and scope of work to be carried out for the price agreed, where the details of such work may change after the project starts.

4.1.6.3 Extra work outside or beyond the scope of the Proposal will incur additional fees.

4.1.6.4 We may declare the contract to be fulfilled and issue a final invoice on completion of the work outlined in the Proposal.

4.1.7 Timeline

4.1.7.1 The timeline begins on receipt and acknowledgement of the Client's deposit.

4.1.7.2 The timeline is an estimate and is not legally binding.

4.1.7.3 The timeline does not include time spent waiting for the Client to reply.

4.1.7.4 We reserve the right to move forward on any matter as best we see fit if we have not heard back from the client within three business days.

4.1.7.5 We do not accept responsibility for any loss resulting from delays unless agreed in advance.

4.2 Project Stages

4.2.1 Design Stage

4.2.1.1 We will carry out graphic, UI/UX and architecture design, as specified in the Proposal.

4.2.1.2 Where the Client wishes to make changes to the design, we reserve the right to limit this process to two rounds of redesign.

4.2.1.3 Unless otherwise agreed in the Proposal we will not provide copywriting services and the Client is to provide all the written copy that they wish to appear on their site.

4.2.1.4 The completion and acceptance of the design forms an extension to the contract formed by the Proposal, further detailing the look and architecture of the project.

4.2.2 Coding Stage

4.2.2.1 We will build/code the website using the Stack specified in the Proposal.

4.2.2.2 All code will be correctly commented and developer notes included.

4.2.2.3 The client accepts that it may be necessary to make changes to the design during the coding stage.

4.2.2.4 Acceptance of the proposal is acceptance of the Stack and a deference to Us of the judgement to choose it.

4.2.2.5 It is recognised that there are many web technologies in existence and not all developers will use the same tools or technologies.

4.2.2.6 Websites will not be user-editable except where explicitly agreed in the Proposal.

4.2.3 Testing Stage

4.2.3.1 Once coded the website will be deployed to our test server where the Client can test and request revisions.

4.2.3.2 We reserve the right to limit the testing phase to two rounds of revisions.

4.2.3.3 Once the website is approved the invoice for the balance will be raised. We reserve the right to raise an invoice 30 days from the beginning of the testing stage if the project is still not approved.

4.2.3.4 If the website is not to be hosted with us we will install the website on the Client's server once the final balance has been paid.

4.2.3.5 If the website is to be hosted with us we will install the website on our live server on approval and issuing of final invoice.

4.2.3.6 Hosting and maintenance contract starts on the day the website goes live

5. Hosting and Management

5.1 We have no obligation to maintain or protect websites where the Client does not have an active Hosting and Management subscription with us, even where the website is hosted on our servers.

5.2 For Clients with an active Hosting and Management subscription we will:

5.2.1 Provide fast, professional hosting and global Content Delivery Network

5.2.2 Set up and provide assistance configuring email addresses, and maintain mail servers.

5.2.3 Ensure domain names are renewed when appropriate and bill the Client for their registration.

5.2.4 Ensure correct DNS record configuration

5.2.5 Install all necessary software updates (managed hosting only)

5.2.6 Provide automated secure daily database backups (managed hosting only)

5.2.6 Install anti-hacking measures

5.2.7 Fix any problems that arise, within a reasonable timeframe

5.2.8 Repair the Client's website in the event that it is hacked, or damaged by a malicious user (managed hosting only)

5.2.9 Should the identity of the malicious user be known to the Client, the Client agrees to provide us with any and all information they have that may assist our legal claim against the malicious user.

5.2.9 Provide the Client with up to 30 mins of developer time per month in addition to the tasks detailed above (managed hosting only). This time does not carry forward from one month to the next and is not transferable between projects.

5.3 We reserve the right to cancel the Client's hosting agreement/subscription at any time, and to refund any fees paid on a pro-rata basis.

5.3 It is accepted that there are many factors beyond our control and we cannot accept responsibility for any losses resulting from website downtime.

5.4 Where the Client is in default of payment, we reserve the right to cease our activities under the Hosting and Management subscription, including taking the Client's website offline.

6. General Terms

6.1 Client-supplied Material

6.1.1 The client takes responsibility for ensuring that any images or other assets they provide for the site do not infringe the copyright of a third party.

6.2 Third Party Developers

6.2.1 If anyone else has worked on the Client's site beyond administrative duties, including if the Client has worked on it themselves, We are not responsible for any problems that may occur with it.

6.2.2 We are responsible only for the work of our own staff and subcontractors, and not for the work of any developers the Client engages with whom We also work..

6.2.3 We do not recognise criticism of our work from a third party if we are not given the opportunity to engage with the third party directly.

6.3 Technologies / The Stack

6.3.1 The Client defers to Us on all decisions regarding the Stack and how best to carry out their work.

6.3.2 The Client accepts that another developer may not have the same skillset or use the same tools as Us, and that incompatibility of our work with another developer or service provider's skillset or Stack is not a negative reflection on our work.

6.3.3 We may refuse to carry out any work in a way which we consider a poor approach, particularly when we consider a better approach is available.

6.4 Keys and Licences

6.4.1 We may from time to time include API keys, software licences or other such technologies which belong to or are licensed to us, within work we carry out for the Client. Unless explicitly agreed otherwise, these are not provided as a gift but are lent to the Client.

6.4.2 Where we lend use of such technologies to a client, the Client is to remove them and make alternative arrangements within 14 days of being requested to do so.

6.4.3 If the client refuses to remove such API keys or licenses we may invoice them for the cost of making alternative arrangements and dealing with the licenser.

7. Invoices

7.1 Our invoices are marked either with a duration e.g. 30 days, or immediate.

7.2 Where an invoice is marked immediate and is for work already carried out, it will be considered overdue if not paid within 3 days (72 hours).

7.3 If the invoice is not paid within the stated timeframe We reserve the right to undo the work done and to bill for the time spent in doing so, in addition to the original fee.

7.4 There is a £30 surcharge for cheque payment, to be added to the invoice total.

7.5 A 30-day period of estoppel for invoice queries begins on the day the invoice is issued, or the day the report is sent in the case of hourly work. Issues not raised within this 30-day period may not be used as a basis for withholding payment.

8. Cancellations

8.1 Hourly Work

8.1.1 Once we have received instruction to work there is a minimum 30 minute charge, including if the work is cancelled.

8.1.2 In the event of cancellation We will bill for the amount of hours completed, plus any necessary amount where we have already allocated time or resources and cannot now use them elsewhere.

8.2 Project Work

8.2.1 The 25% deposit is non-refundable in the event of cancellation.

8.2.2 Once the design phase has been approved, the Client becomes liable for 50% of the total project price in the event of cancellation.

8.2.3 Once the testing phase has begun, the Client becomes liable for 100% of the total project price in the event of cancellation.

9. Litigation

9.1 When an invoice becomes two weeks (14 days) overdue We will issue notification of legal proceedings and file without further notice.

9.2 Should We succeed in recovering fees through litigation, including via the small claims track, the Client agrees to pay all of our costs, including but not limited to legal advice and representation.