

Notherwood Systems Limited Terms and Conditions of Sale

We try to take an informal approach to business, but it is important that you know clearly where you stand. Please read these terms carefully and feel free to ask questions or request changes.

1. Your contract is with Notherwood Systems Limited, also referred to as 'Notherwood' or 'Notherwood Websites', Registered in England and Wales with Company number 05537963, registered address 36 Pemberton Road, Lyndhurst, Hampshire SO43 7AN
2. For new customers a deposit of 25% of the order value is normally required before work commences, unless the order value is less than £100.
3. The balance of the order value is due within 7 days of final approval by the customer.
4. If approval is delayed by you through no fault of Notherwood, the balance will be due for payment within 30 days of the submission of work for final approval.
5. For orders of less than £100 no deposit will be required and full payment will be due within 7 days of final delivery.
6. If a project is delayed by more than 30 days due to waiting for content from you such as images or text, we reserve the right to invoice for all work carried out up to that point
7. In the event of cancellation of an order by you, you will be liable to pay for all work completed up to that point, plus any uncancellable part of any work for which we have engaged subcontractors.
8. Our standard hourly rate is £75/hr for developer time, £40/hr for graphics work, and £20 /hr for clerical work. Individual contracts or quotations may vary from these rates.
9. All work physical or intellectual may be withdrawn by us if it has not been paid for in full.
10. Any images provided by us will be appropriately licenced for use on your website. Such licences might not entitle you to also use them elsewhere. Please check with us before using them in print, email newsletters and other websites.
11. In providing images to us for use on your website you are assumed to have warranted that you own the rights to them or have licences for such use of them. Please be aware that images found by you in search engine image searches are not necessarily available for legal re-use. Please ask us for guidance if you are unsure.
12. Whilst we take every care to ensure that our work meets any agreed specification and is free of errors, we also expect you to check any content for accuracy and acceptability and to advise of any errors or omissions as soon as possible. Our warranty is limited to free of charge correction of errors and excludes any consequential losses.
13. We reserve the right to re-use any code written by us in the creation of your website or software solution in subsequent applications for other customers. We will not re-use any material supplied to us by you without your prior consent.
14. If full payment is not received by the due date we reserve the right to withdraw our work by shutting down a new website or reversing changes to an existing website.
15. If we are undertaking work which you will resell, we undertake not to contact the end client unless specifically authorised to do so, provided it has made clear to us at the outset that we are a subcontractor.
16. Where your website includes any forum, blog or discussion board, or allows discussion comments or reviews to be posted by third parties, you are expected to take full responsibility for monitoring such content and removing any posted content which is illegal or inappropriate. We do not monitor such content on your behalf.
17. Nothing in the above terms shall be interpreted as over-riding any prevailing legal requirements