

1. Contract

1.1

The Terms and Conditions outlined in this document apply to all orders. By definition, orders are signed Purchase Orders and confirmation in writing of a quote being accepted. The receiving of order by you, constitutes your acceptance that these conditions are the only conditions that apply to the contract. In addition payment of your first invoice by you, constitutes your acceptance of our terms and conditions.

1.2

Your agreement and business relationship is with Social Eclipse Limited for the term of your project and any ongoing work thereafter. Registered address: 128 City Road, EC1V 2NX, London, United Kingdom. Company number: 14925963

1.3

Quotations must be signed off in writing and orders are accepted subject to our right to adjust prices due to an increase in wages, taxation, production costs or other reasonable increases. Social Eclipse will carry out work specified within the quotation document. Quotations are only valid for 30 days and all prices are subject to VAT.

1.4

Any discounts that may be offered are based upon the strict understanding that the accounts are paid by the due date. We reserve the right to invoice for any such discounts on accounts which become overdue.

2. Invoicing and Payment Terms

2.1

Unless otherwise agreed or stipulated, our standard invoicing terms are 50% upfront as a non-refundable deposit invoice to be paid before any work commences upon accepting instructions. A further 25% is invoiced upon design approval or when a proofing link is emailed and no more work will be carried out until that invoice is settled. The final 25% will be invoiced upon completion /delivery / sign off and must be paid. If no requests for amendments are provided, or the client fails to provide content and/or instructions within four weeks, the final 25% will be invoice and is payable. All website invoices must be paid in full prior to go-live*.

*Please note that we do everything we can to keep a project on track, content creation is often underestimated. If you are unable to provide all your content by the time we have done your build, it does not mean we have not done our job. Once your site is built and ready to go live, whether it has placeholder images or dummy text we will issue our final invoice.

2.2

Unless otherwise agreed or stipulated, our standard invoicing terms are 50% upfront as a non-refundable deposit invoice to be paid before any work commences upon accepting instructions. A further 25% is invoiced upon design approval or when a proofing link is emailed and no more work will be carried out until that invoice is settled. The final 25% will be invoiced upon completion /delivery / sign off and must be paid. If no requests for amendments are provided, or the client fails to provide content and/or instructions within four weeks, the final 25% will be invoice and is payable. All website invoices must be paid in full prior to go-live*.

2.3

Social Eclipse does not offer credit terms. Invoices are payable within 14 days of the dated invoice and any late payments will incur a cost of 5% per month above the Bank of England base rate. In the event of late or missed payments Social Eclipse reserves the right to take down any website without notice.

2.4

Payment is currently accepted by bank transfers. Please note that we do not accept cheques.

2.5

Clients must raise objections to invoices within 48 hours of the date of the invoice. Any failure to object within this period is deemed as acceptance of the invoice.

3. Project Work

3.1

Variances are defined as additional requests falling outside of the scope of the project brief or agreed upon proposal or if a sitemap, design or website has been signed off and change requests are made after that point. Variances will result in additional charges on top of the quoted price at an hourly rate of £80 plus VAT and also have an impact on your project's timeline. (In case the completion of the newly submitted request is estimated to take longer than 6 hours, it will be considered a new project).

3.2

A project brief or scope will be agreed upon prior to work commencing. Clients must at their own expense supply Social Eclipse with all necessary materials and information to provide the services laid out in the order. We request all assets and content for a project to be supplied up front at the start of a project. Social Eclipse cannot be held responsible for delays to a project caused by lack of necessary information, content or sign off.

3.3

We maintain the right to refuse any material which may be deemed to be offensive, abusive, indecent, defamatory, obscene, menacing or in any breach of confidence, copyright, privacy or any other right or in any way thought to be unsuitable for reproduction. We accept no responsibility for the content of a client's website or digital advertising content.

3.4

A project's official start date is the date your first payment clears and funds are accessible in our bank account. Estimated delivery dates are not guaranteed. We try our best to meet these deadlines, however we can not be held liable if the project is delayed due to issues beyond our control such as; delay in client passing on content to the project manager, technical issues, employee sickness, 3rd party issues, changes to the brief, force majeure.

3.5

We will offer a reasonable amount of bug fixing and support via email and telephone up to 28 days after delivery of your website. Thereafter, change requests, fixes whether bug fixes or due to misuse will be chargeable at our standard hourly rate of £80 per hour.

3.6

Your website footer will contain a discreet link back to our website. If you wish for this to be removed it must be agreed before commencement of your project and there will be a charge of £200 for the request. You also agree to Social Eclipse to place work samples on our own website and for use in our own promotion.

3.7

Your website footer will contain a discreet link back to our website. If you wish for this to be removed it must be agreed before commencement of your project and there will be a charge of £200 for the request. You also agree to Social Eclipse to place work samples on our own website and for use in our own promotion.

4. General Terms

4.1

This agreement may be terminated by either Social Eclipse Limited or you providing written notice is given to the other party in a reasonable time frame, 30 days. Upon cancellation of any project, Social Eclipse reserves the right to invoice for all work completed until such time. You will be liable for any third party costs incurred prior to cancellation of the contract.

4.2

Complaints must be made at the time of receiving handed-over websites and any complaints thereafter 24 hours are void. For any other work, complaints

must be raised in a timely and constructive manner to your project contact in writing. Social Eclipse will endeavor to respond to and rectify any reasonable issues arising quickly and efficiently.

4.3

Social Eclipse does not implicitly offer exclusivity to any client for their defined industry. If this is required an acceptable fee and reasonable duration will be negotiated on a case-by-case basis.

4.4

Social Eclipse warrants and represents to the Client that it will perform its obligations under these Terms with reasonable skill and care. Our liability for loss or damage suffered by you in respect of goods or work carried out shall be limited to the contract value of the goods. In respect of websites being taken down in the event of overdue accounts, we accept no responsibility for damages(indirect or direct, loss of profits, revenue or goodwill of the client) and any claim will be void. Nothing in these terms and conditions shall affect the rights of the consumer.

4.5

We reserve the right to make changes to these Terms and any adjustments will be provided in writing to you.

4.6

This contract between ourselves the Company and the Client shall be governed by and construed in accordance with English Law.