



Terms and Conditions Rebble Design

All orders placed with Rebble Design are accepted subject to the following conditions, which shall form the basis of the contract between Rebble Design and the customer. Placing of an order implies acceptance of these conditions of Business herein stated, and these conditions are paramount to any proposed by the customer.

Intellectual property rights - means copyright and related rights, moral rights, trade marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

1.0 QUOTATIONS

Quotations are for prompt acceptance and undeferred execution and in any case, are never valid for more than 30 days. Error and omissions are subject to correction, and Rebble Design does not bind itself to accept the order should such corrections result in dispute with the customer.

2.0 PAYMENT TERMS

A period of 30 days from date of invoice / statement is allowed for payment in respect of approved credit accounts. On Managed Service accounts the agreed cost is payable on a monthly basis.

3.0 OVERDUE ACCOUNTS

Website hosting, support and email management will be held until all accounts have been settled (see section 2.0). Once overdue a warning will be issued and Rebble Design reserves the right to suspend all web site, support, email and hosting accounts until payment has been settled between Rebble Design and the client.



In scenarios where Invoices are overdue beyond their standard payment terms (usually 30 days) – Rebble Design reserve the right to suspend all project work until the invoices have been paid in full

3.1 Rebble Design reserve the right to amend the Cost on giving notice to you if:

1. any delay is caused by you during the lifecycle of the project; or
2. should you halt the project for a period of over 4 weeks during the project lifecycle, Rebble Design reserve the right to request payment for the full agreed amount
3. should you become detached from the project at any given time for a period of over 2 weeks, you are likely to lose position in the current schedule of work
4. failure on your part to provide Rebble Design adequate instructions or information in response to Rebble Design reasonable requests; or
5. the cost to Rebble Design of any resources or materials increases and such an increase as is beyond Rebble Design's reasonable control.
6. information or content provided is then requested to be changed or amended at a later stage (please ensure all content provided has been proofed and is final)

3.2 Additional Work / Alterations - Any additional work over and above that specified in the original agreement, or differing from original instructions will result in increased charges. This includes modifications or updates to text or images provided by the client. Please ensure all content provided has been proofed and is final.

3.3 3rd Party Updates - Rebble Design cannot predict changes and modifications to how 3rd party organisations (i.e. Google, Facebook, YouTube, Apple or any other third-party organisation whose services you are integrating with) operate or provide data. Therefore, any re-configuration of your web site to accommodate such changes are subject to additional cost.

3.4 Expedited Deliveries - Should delivery be required in less than the normal time requisite for its proper production within the standard capacity of Rebble Design facilities and



normal working hours, an extra charge will be made commensurate with any overtime worked, or extra labour or equipment contracted, in order to expedite such delivery.

4.0 ACCEPTANCE OF WORK

Before delivering the System (or any part of it) to you, Rebble Design shall test the System and satisfy itself that the System performs correctly in accordance with the agreed requirements. We do however, point out that due to the complexity of web systems we cannot guarantee there will be no bugs in the system.

1. On delivery of the System, you shall carry out the Acceptance Tests for the purposes of confirming that the agreed requirements have been successfully completed. You shall give written notice of any Errors to Rebble Design within 10 Business Days of delivery of the System specifying the nature of the Error and any additional information which may assist in the correction of the Error. If you fail to notify Rebble Design of any Error within this time limit the System shall be deemed accepted by you. Any complaint made after this 10-day period will not be entertained.
2. Following the launch of your website, there is a 30 day Settling/Warranty Period during which any support issues (e.g. bug fixes) will be resolved free of charge. If no issues are raised during this period, the website will be deemed acceptable to you. Support issues raised after this period, with the exception of the 2 hours of support included in your monthly hosting, will be billable unless you have previously negotiated a different Service Level Support Agreement with your Account Manager.

5.0 DOMAIN NAME

Domain names can be registered and managed on behalf of our clients. The domain name will become property of the client as necessary so long as there are no overdue accounts (see section 3.0). Existing Domain Names will remain property of the client.

6.0 LIMITATION OF LIABILITY

1. Rebble Design shall not be liable to the customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the supply of any goods or services under these Terms & Conditions and whether arising from the use, application or support of such goods and services, or otherwise, except to the extent to which it is unlawful to exclude such liability.
2. Notwithstanding the generality of clause 5.1 above, Rebble Design expressly excludes liability for consequential loss, damage or corruption to other software or data, or for loss of profit, business, revenue, goodwill or anticipated savings.



3. In the event that any exclusion contained in these Terms & Conditions shall be held to be invalid for any reason and Rebble Design becomes liable for loss or damage that it may otherwise have been lawful to limit such liability shall be limited to 125% of the monies paid to Rebble Design by the customer in respect of the goods and services supplied under these Terms & Conditions.
4. Rebble Design does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of Rebble Design, its employees, agents or authorised representatives.
5. The customer agrees to indemnify and save harmless and defend at its own expense Rebble Design from and Against any and all claims of infringement of copyright, patents, trademarks, industrial designs, or other intellectual property rights arising from any content or specifications provided by the customer in respect of the supply of the goods and services under these Terms & Conditions.

7.0 DATA BACKUPS

Rebble Design will endeavour to make backups of the data stored on the Server and make them available to the Client in accordance with the specification of the data needed. However, Rebble Design does not warrant that any data will be backed up correctly, nor that any successful restoration of data will be possible. Rebble Design shall have no liability for any loss or damage to any data stored on the Server or backup mediums. For the avoidance of all doubt, we make backups of all data on the Server regardless; we also make backups regardless on our remote server. Should data backup be essential to your business, Rebble Design suggests you consider additional arrangements.

8.0 CREATIVE ELEMENTS

Specially designed images and technical aspects relating to the content of the contractual work is maintained in computer storage, and remains the sole property of Rebble Design. who gives no guarantee that it will be available at any future time for re-use.

9.0 INTELLECTUAL PROPERTY AND CONTENT

Rebble Design. Reserve all rights in relation to software, bespoke or otherwise which may be deployed by us as part of your project. Such software includes, but is not limited to Content Management Systems and Database Design.

1. Subject to you paying all sums due to Rebble Design under the agreement and these Terms & Conditions, Rebble Design grant to you a non-exclusive and non-transferable licence to use the Materials in connection with the System. You shall not:



- alter or adapt in any way the Materials;
- re-produce or deal in the Materials (in whole or in part) in anyway;
- make copies of the Materials except to the extent reasonably necessary for back up purposes; and
- make the Materials available to any third party without Rebble Design's prior written consent and on such terms (including payment of further costs) as Rebble Design may determine.

2. You acknowledge that Rebble Design is the owner of all Intellectual Property Rights in the Materials and that nothing in the agreement or these Terms & Conditions shall result in you owning any Intellectual Property Rights in the Materials or the code to such Materials.

10.0 QUALITY OF WORK

Rebble Design. Will not be responsible for the accuracy of any material, logo, copy, or design provided by the customer as origination material or proofs. In any event, all work will be subject to client approval prior to finalisation of the contracted work.

11.0 RENEWALS

Rebble Design will manage the renewal of any domain names, SSL's and hosting arrangements you have allocated to us. Renewal will be performed by Rebble Design without notice and invoiced accordingly. If you do not wish to renew for any reason, we require that you notify us in writing, 2 months in advance of the renewal date otherwise you may be charged for more time than expected.

12.0 SERVER ACCESS & HOSTING

Rebble Design will provide access to the client webserver when requested or can set up a specific Remote Access solution. All updating of sites hosted on Rebble Design's servers to be completed by Rebble Design staff (unless previous agreement has been reached). Rebble Design does not guarantee website uptime as there are many mitigating factors such as third-party hacks outside Rebble Design's control. Rebble Design will however endeavour to ensure that your website has the maximum uptime possible.

13.0 PROJECT MANAGEMENT

Rebble Design and client shall allocate a dedicated project manager/team to every project as for project management and liaison between both parties. Should under any circumstances the liaison changes an immediate meeting should be organised so as both



parties' expectations and outcomes are confirmed as per specification, quotation and terms of service.

Rebble Design reserve the right not to commence the project until all requested content and requirements are agreed by both parties.

In General

1. Under no circumstances do Rebble Design offer hardware or software support in relation to your organisation's computers, network or mobile devices. This includes set-up of email accounts using the information we have provided. We recommend that you have an IT Support organisation in place to accommodate these requirements.
2. If You decide to transfer your website away from Rebble Design hosting at a later date, Rebble Design may charge a reasonable fee to facilitate such a transfer. Content supplied to and created by Rebble Design during the development of your website can be supplied in such a transfer, however The Rebble Design's Content Management System remains the property of Rebble Design and cannot be moved from its fixed location on Rebble Design's dedicated server.
3. If discontinuing services, all Clients must provide Rebble Design with 30 days' notice prior to moving to another provider. Please note hosting and support will be charged at the normal monthly rate for this time period.

Project Assumptions - to help the project move as efficiently as possible for all parties, we make the following assumptions on all projects:

1. Photos and site content will be supplied by the client in electronic format unless otherwise agreed
2. All content provided will be proofed and final
3. Content will be provided in a single transaction
4. You will provide a single point of contact for project communication

14.0 SUPPORT

14.1 Support Contracts – Rebble Design offers various levels of support contracts for clients, these support contracts depending on their scope can allow us to make sure your



website and servers software is kept up to date and ensure support items are facilitated. Before support is provided Rebble Design will review each item to verify if it's a Support Item (covered by contract) or a Request for Change (new feature). Rebble Design do not take responsibility for any clients' website if the client is not on a support contract.

Please note that all Support contracts will be reviewed on a quarterly basis –if a client is consistently using more support time than contracted then Rebble Design are within their rights to offer the client a new contract at improved terms matching their requirement's. All support requested over and above the original terms will be billed at Rebble Design's standard hourly rate.

14.2 Standard Support - Our standard support is to handle support requests provided during the Rebble Design's opening hours Monday to Friday, 9:00am to 17:00pm. This is covered by annual support/maintenance. In this period, we provide a helpdesk facility for support requests via Telephone & Email. Please note that 'Out of Hours' (not standard working hours as outlined above) support for sites and hosting can be facilitated by a separate agreed 'Out of Hours' support contract where requested. For any unscheduled 'Out of Hours' support requests there will be a minimum charge of £100.00 for each phone call received.

Please note that if you have an outstanding account balance with Rebble Design then the Hosting & Support may be withdrawn.

14.3 Patching – Rebble Design use open-source software or bespoke developed software for most of our projects. After your project is launched Rebble Design is not responsible for any ongoing updates unless a suitable support contract is agreed –it must be noted that open source software platforms will intermittently release updates and security patches to make opensource platforms system more secure. Please note the cost of implementing support patches and upgrades will be based on how much time is involved to implement the changes and will be costed at the point of implementation.

14.4 Website Hacking - If a client's website is ever compromised or hacked it is not the responsibility of Rebble Design to rectify this problem free of charge. Costs for rectifying a hacking problem will be based on how much time is involved to implement the upgrade or fixes on the client's website.

15.0 CANCELLATION

All Clients must provide Rebble Design with 30 days' notice prior to moving to another provider. Please note hosting and support will be charged at the normal monthly rate for this time period.



In all cases a cost will be incurred if the clients wish to transfer files or databases to another provider.