

Katalysis Net Limited Internet/website design and development is carried out under the following terms and conditions. These apply to the exclusion of all other terms and conditions unless stated otherwise in any official correspondence. These terms and conditions do not affect your statutory rights.

Definitions: In these terms “we/us/our” means Katalysis Net Ltd and “you” means the Client, whose name appears on the Katalysis Net proposal/quotation. The “Contract” means the agreement between you and us based on correspondence indicating acceptance of our proposal/quotation. The “Project” and/or “Development” means the work to be carried out as specified in the Katalysis Net proposal/quotation.

### **1. Variation**

These terms and conditions may be subject to amendment from time to time. If these terms and conditions are altered you will be notified by email, letter or other appropriate medium. If you have any uncertainties about these conditions as they might apply to you or your project, it is your responsibility to clarify the situation by contacting us before your project commences.

### **2. Content**

a) Unless otherwise agreed in your proposal/quotation or covering correspondence it is your responsibility to provide us with the required information about your business. Katalysis Net Ltd takes no responsibility for errors in content supplied by you.

b) You grant Katalysis Net Ltd permission to utilise logos and any other company identity for the purposes of the development.

c) You agree to indemnify Katalysis Net Ltd from any and all claims arising from your negligence or inability to obtain proper copyright permissions for any and all content supplied by you to us.

d) Unless otherwise agreed upon a design credit with a link to the Katalysis Net Ltd website will appear on the main home page of your website either in text or graphic format. The link will be in-keeping with the overall design of the site.

e) In the event that Katalysis Net Ltd is unable to complete a website because of a lack of content (text and/or pictures) due to be supplied by you, then holding text will be added using industry standard “lorum ipsum” text and appropriate library pictures. At this point the Website will be considered completed and invoiced accordingly under our standard payment terms.

### **3. Design and development**

a) In performing the work specified under this agreement we will exercise all the reasonable skill, care and diligence to be expected of an appropriately qualified and competent supplier experienced in carrying out such work.

b) We will provide you with our estimated timescale for progress and completion of the project and will use reasonable endeavours to meet those timescales.

c) We shall have no liability to you nor be deemed to be in breach of this Contract if we are delayed in performing or unable to perform any of our obligations under it due to circumstances beyond our reasonable control. This includes delays incurred by slow or failed communication.

d) The price quoted in your proposal/quotation is a fixed price for the works as specified in the proposal/quotation. If no additional features are requested during development the quoted price is the price you will pay. However, if additional features are requested additional charges may be made at our discretion.

e) If additional charges are deemed necessary at any stage in the development process we will always notify you beforehand and give you the option of either incurring the fees or declining the feature/work.

### **4. Compatibility**

a) Katalysis Net Ltd will make every effort to ensure the Project is designed to be viewed by the majority of visitors. The website will be designed to work with the main browsers at time of commencement of the Project on Apple and Windows operating systems. Main browsers include Safari, Chrome, Firefox and Internet Explorer. Internet Explorer versions older than version 9 will not be supported. You agree that Katalysis Net Ltd cannot guarantee correct functionality with all browser software across different operating systems.

b) Katalysis Net Ltd will make every effort to ensure the website is compatible with the most popular mobile operating systems including Apple and Android handsets and tablets at time of commencement of the Project. You agree that Katalysis Net Ltd cannot guarantee correct functionality with all mobile browser software across different mobile operating systems and devices.

c) The website will be tested to support Internet Explorer 9 and above, and the latest versions of Mozilla Firefox, Safari and Google Chrome.

If the Project specification includes a responsive design, the website will be tested on the latest versions of Apple iPhone/iPad and the latest versions of Android smartphone and tablet devices.

d) Katalysis Net Ltd will initially place the website on a demonstration web space in order that You may view and comment upon progress. When both Katalysis Net Ltd and You agree that the website meets the criteria agreed during the commissioning process Katalysis Net Ltd will either make the website live or supply final files for hosting elsewhere. You are responsible for ensuring all functionality is working correctly prior to the Project going live or supply of files.

## 5. Payment

a) In the case of design and development projects or works with proposed costs of less than £1000 Katalysis Net Ltd requires no deposit. Payment for development projects with proposed costs of over £1000 will be on the basis of a 30% deposit payment with order. This deposit must be received before project commencement. The balance of fees will be invoiced either on completion of the project or in accordance to the payment terms specified in your proposal/quotation.

b) Subsequent Annual Hosting Agreement payments will be invoiced thirty days in advance of the anniversary of the initial payment.

c) All fees referred to in the proposal and these terms are exclusive of Value Added Tax or its International equivalent.

d) If payments are not received by the due date for payment (30 days from date of invoice unless other terms are stated on your invoice) you may be asked to pay us interest on the outstanding amount.

e) If payments are not received by us by the due date(s) we reserve the right to suspend your service and/or other services until such time as payment is received in full (without prejudice to any other remedy available to us).

## 6. Rights

a) You retain ownership of copyright, trademarks and other intellectual property rights in materials that you provide to us for use in the development.

b) You must obtain permission and rights to use any information or files that are copyrighted by a third party. You are further responsible for granting Katalysis Net Ltd permission and rights for use of the same and agree to indemnify and hold harmless Katalysis Net Ltd from any and all claims resulting from your negligence or inability to obtain proper copyright permissions.

c) Ownership of any Intellectual Property Rights of the development/programming code/design will remain with Katalysis Net Ltd until all outstanding sums due to Katalysis Net Ltd have been paid in full, whereupon ownership will transfer to you subject to the limitations below.

d) Intellectual Property Rights of the development/programming code/design are not transferable to any third parties and may not be re-distributed, sold or rented unless otherwise agreed by Katalysis Net Ltd in writing.

e) Katalysis Net Ltd shall provide any Third-Party Software (for example content management and ecommerce systems and associated add on modules) and any Modified Software (Third Party) to You under the standard licence terms provided by the relevant third parties. You agree to be bound by such licence terms.

## 7. Cancellation

If you wish to cancel your project you are required to do so in writing giving 5 working days notice. Cancellation will only be effective on receipt of such notice. If the development is not complete at the time of cancellation you will be required to pay the balance of our costs to date. Any payments already paid to Katalysis Net Ltd. are nonrefundable.

## 8. Reservations

Katalysis Net Ltd reserves the right to withdraw services at any time subject to 14 days written notice.

## 9. Warranties

Katalysis Net Ltd makes no warranties of any kind, whether express or implied, for the services it provides other than for technical errors and oversights. Katalysis Net Ltd will not be responsible for any direct, indirect or consequential damages that may result from the use of its services, including loss of data resulting from delays, non-delivery or interruption in service. You acknowledge and agree that Katalysis Net Ltd cannot guarantee the absence of service interruptions caused by Acts of God or other circumstances beyond our control.

## 10. Indemnity

All services may be used for lawful purposes only. You agree to indemnify and hold Katalysis Net Ltd harmless from any claims resulting from your use of our service that damages you or any other party.

## 11. Liability

Our total liability to you in contract or in tort arising in connection with this Contract shall not exceed the total price paid by you. We shall have no liability for loss of profits, business, revenue, goodwill or anticipated savings nor for any other indirect or consequential loss.

## 12. Standard charges

In the absence of agreed rates our standard hourly rates will apply plus travelling and subsistence on a costs as incurred basis.

## Katalysis Net

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