

The Small Print

Version 1.1

1 Definition of Terms

1.1 purpleGecko

Refers to [purpleGecko](http://www.purpleGecko.co.uk) (<http://www.purpleGecko.co.uk>), 60 Coronation Avenue, Alvaston, Derby, DE24 0LR.

1.2 Client

The Client refers to the individual, company or organisation with whom the Contract is made.

1.3 Quotation

The Quotation is a breakdown of the costs of Design Services and/or Site Services to be provided for the Client by [purpleGecko](http://www.purpleGecko.co.uk).

1.4 Contract

Binding agreement between [purpleGecko](http://www.purpleGecko.co.uk) and the Client. Comprised of the Terms and Conditions and the Quotation.

1.5 Terms and Conditions

This document (4 pages). See the Quotation for the document version used.

1.6 Design Services

Design Services refers to Web Design, Graphic Design and Image Production.

1.7 Site Services

Site Services include any work in publishing Design Services, either to the World Wide Web, or any other media. This includes, but is not limited to, Web Page coding, Service Charges and Printing.

1.8 Service Charges

Service charges refer charges outside of [purpleGecko's](http://www.purpleGecko.co.uk) control, such as Site hosting and domain registration.

1.9 Live

Online media will be considered Live when the target audience has access to it.

1.10 Rights of Usage

Rights of Usage of media refers to how that media may be used, copied and quoted.

1.11 Indexable

Indexable refers to online medias ability to be accessed and catalogued by Search Engines such as GoogleTM.

2 Acceptance of Order

2.1 Quotation

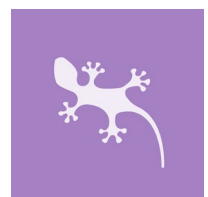
The Quotation is not a binding contract. A Contract will be produced when both the Client and [purpleGecko](http://www.purpleGecko.co.uk) agree upon the Quotation.

2.2 Client Acceptance

The Client agrees to the Quotation by signing and returning their copy. By agreeing to the

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Quotation, the Client agrees to be bound by these Terms and Conditions and the Quotation (the Contract – see section 1.4).

2.3 Binding

The Contract (and by definition the Quotation) only becomes binding once agreed by both the Client and purpleGecko. purpleGecko reserves the right to accept or reject any order placed by the Client.

3 Commencement and Cancellation

3.1 Commencement

If purpleGecko receives the signed Quotation and Deposit within 5 working days, the contract will be deemed started.

3.2 Delivery Date

An estimated delivery date will be set out in the Quotation. purpleGecko will do everything in it's power to meet this date and will communicate any delays to the Client.

3.3 Deposit

A deposit of £100 or the Service Charges (whichever is greater) must be paid to purpleGecko before Commencement.

3.4 Cancellation

The Client may cancel the Contract, in writing, within 5 working days without incurring any charges. Any cancellation after 5 working days will incur a charge of £100 or the Service Charges, whichever is greater.

4 Prices and Payment

4.1 Quotation

Once accepted, the prices stated on the quotation are fixed. Any subsequent alterations to the project specification may incur further charges.

4.2 Content

All prices agreed include the Client supplying any needed content (unless previously agreed and specified on the quotation).

4.3 Payment

Full payment of the specified amount must be received by purpleGecko when the Client receives the completed work (includes any online media going Live).

4.4 Payment Terms

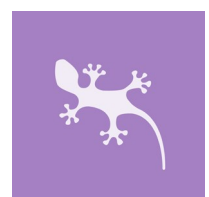
It is possible for the Client to negotiate payment terms with purpleGecko to a maximum of 30 calendar days. Under which circumstances purpleGecko will retain ownership of all items until full payment is made (section 5.3).

4.5 Late Payment

If payment is late (as specified in section 4.3 and 4.4), purpleGecko reserves the right to remove any media or services it has provided to the Client including, but not limited to, removing any public access web sites from the World Wide Web.

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5 Ownership and Copyright

5.1 Design Services

purpleGecko reserves copyright on all Design Services (except those listed in section 5.3), and forbids the Client to claim ownership of any such items, or pass them on to any third party or associated business without prior permission from purpleGecko.

5.2 Site Services

purpleGecko reserves copyright on all Site Services (except those listed in section 5.3), and forbids the Client to claim ownership of any such items, or pass them on to any third party or associated business without prior permission from purpleGecko.

5.3 Client Ownership

On receipt of full payment (as set out in section 4), ownership, and where applicable copyright, of certain items will pass to the Client. These items will be specified in the final documentation supplied to the Client.

5.4 Supplied Materials

The Client is responsible for establishing Rights of Usage on any materials supplied to purpleGecko. At no time will purpleGecko be responsible whatsoever for errors, omissions, faults or any damages caused.

6 Advertising and Search Engines

6.1 Search Engines

purpleGecko will ensure that any online media is Indexable by common search engines, but cannot be held responsible for ranking within any such indexes.

6.2 Advertising

purpleGecko will place small advertisements on any media produced, and work will be placed into purpleGecko's portfolio. Removal of these can be arranged for an additional charge.

7 General

7.1 Fixed Contracts

Site Services may include services with a fixed contract time. Any such services that are transferred to the Client (in section 5.3) become the sole responsibility of the Client. purpleGecko will not be responsible for any losses incurred as a result of non-renewal of such services.

7.2 The Future

purpleGecko agrees to make minor changes to online content free for one year (limited to one change in any one calendar month). A minor change is defined as changes to one or more pages that take no more than two hours.

7.3 Waiver of Rights

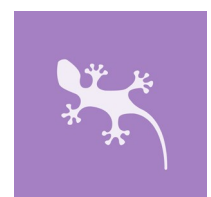
Failure or delay by purpleGecko in enforcing any term of the Contact shall not be construed as a waiver of any of its rights under it.

7.4 Legality

The illegality, invalidity or unenforceability of any part of this Contract will not affect the legality, validity or enforceability of the remaining parts.

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7.5 English Law

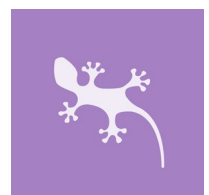
This contract shall be construed as an English Contract and in conformity with English Law.

7.6 Access

If the Client chooses to supply any of their own Site Services (such as web server), [purpleGecko](#) must be granted appropriate access to complete any work requested.

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