

Terms And Conditions for bespoke work

Website reference:

Website name:

Agreement reference:

These Terms And Conditions ("Terms") are agreed by Spoton.net Limited, registered company 06139437 in England and Wales ("We" or "Us") and the entity agreeing to these Terms ("You"). If You are acting on behalf of another entity, You represent and warrant that You have the legal authority to commit that entity to these Terms.

1 Defined Terms

1.1 "Quotation" means the document containing the quotation reference number ("Job Number"), price ("Price"), and details of the work to be carried out ("Bespoke Work").

2 Agreement

2.1 You agree to pay Us to carry out the Bespoke Work detailed in the Quotation.

2.2 We agree to carry out the Bespoke Work following payment in full.

2.3 You Accept that any Bespoke Work concerning e-Commerce functionality on Your site will result in Your site no longer benefiting from changes made to Our e-Commerce software.

3 Price And Payment

3.1 Payment for the Bespoke Work must be made by credit card or debit card or, at Our sole discretion, through another method.

3.2 The quoted Price excludes applicable taxes unless explicitly stated otherwise.

3.3 The quoted Price is valid for a period of 90 days following the date the Quotation was produced.

4 Cancellation

4.1 In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 You have the right to cancel within a period of 14 days from placing Your order, provided We have not commenced production of the Bespoke Work. Once We have commenced production of the Bespoke Work the right to cancel is no longer applicable, in accordance with regulation 13(1)(c) of The Consumer Protection (Distance Selling) Regulations 2000.

4.2 We may cancel this agreement at any time prior to the production of the Bespoke Work. We may do so without giving any reason. In such a situation We will refund to You the amount paid.

5 Defects

5.1 If the Bespoke Work produced is not in accordance with Quotation for any reason Your sole remedy is limited to Us making good any errors or omissions.

6 Improper Use

6.1 The Bespoke Work produced may only be used for lawful purposes. You agree to indemnify Us and hold Us harmless from any and all claims resulting from unlawful use of the Bespoke Work produced.

7 Exclusions of Liability

7.1 We will incur no liability for any errors in the Quotation not corrected by You. You take full responsibility for ensuring that the Quotation meets Your requirements.

7.2 The Bespoke Work is produced without any warranty or condition or representation as to its fitness for any particular purpose.

7.3 We may provide You with an estimated time scale for the production of the Bespoke Work. Such estimates are strictly advisory and are not guarantees. We will incur no liability for delays in the production of the Bespoke Work.

7.4 We will incur no liability if any aspect of the Bespoke Work that is dependent on a third-party service ceases to function due to the actions of that third-party.

7.5 In the event of any breach of contract by Us, the remedies available to You are limited to damages. Under no circumstances shall Our liability exceed the quoted Price.

8 Force Majeure

8.1 We shall not be held liable for failure to perform Our obligations under this agreement due to act of God, war, civil war, sabotage, act of terrorism, government sanction, embargo, import regulation, export regulation, labour disputes (including strikes, lockouts, boycotts, or other industrial action), failure in the transportation of equipment, machinery or personnel, failure in the provision of any utility (including power, gas, water, or communication services), or any event or circumstance beyond Our reasonable control.

9 Intellectual Property

9.1 Unless explicitly stated otherwise in the Quotation, We own all rights, interest, and title in the Bespoke Work produced, including all intellectual property rights. These rights are protected by intellectual property laws both in England and Wales and internationally. You agree not to reproduce, modify, or otherwise create derivative works from the Bespoke Work produced.

9.2 You agree to indemnify Us and hold Us harmless from any and all claims resulting from Your negligence or inability to obtain relevant permissions in connection with any material You supply to Us.

10 Agents of Seller

10.1 Our agents may have assisted You in Your request for the Quotation. Our agents are not employed by Us and We take no responsibility for their presentations, written or verbal communication, or other actions. You take full responsibility for ensuring that the Quotation meets Your requirements.

11 Assignment

11.1 You may not assign the benefits of this agreement to any other party.

12 Prior/Other Statement

12.1 No statement, description, information, warranty, or recommendation contained in any catalogue, price list, advertisement, or other promotional material or made verbally by any of Our agents or employees shall operate to vary these conditions.

13 Validity

13.1 If any provision of these terms and conditions is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the terms and conditions in question shall not be affected and shall remain in full force.

14 Governing Law

14.1 The law of England and Wales governs this contract and the parties submit to its exclusive jurisdiction.

These Terms And Conditions, along with the Terms Of Sale, constitute an offer from Spoton.net Limited, registered company 06139437 in England and Wales ("We" or "Us") to _____ of _____ ("Your Company"), represented by _____ ("You").

By signing below You are confirming Your acceptance of this offer on behalf of Your Company. You represent and warrant that You have the legal authority to commit Your Company to these Terms And Conditions and the Terms of Sale.

Name:

Date:

Signature: