

1. Agreement

1. These Terms and Conditions apply to the provision of services or goods detailed in the quotation (**services**) by Garry Kelsall, trading as Web and IT Studio (**me**), to the person or persons buying the services or your agents and/or clients (**you**).
2. In the absence of your signature at the bottom of this document it will be presumed that you have accepted these terms and conditions of business at the point you accept the quotation or from the date that any agreed provision of services or goods is commenced (whichever is sooner) and these Terms and Conditions and the quotation (**the contract**) are the entire agreement between us.

2. Services

1. I will use reasonable care and skill in the provision of any and all services or goods in order to comply with the contract. Alternative products may be supplied, dependent upon availability, but will always be of substantially the same specification, cost and quality as described in the quotation. In the event that quoted-for goods become unavailable, or the price unexpectedly increases, I will contact you at the earliest opportunity.
2. I will, wherever possible, complete all services and supply all goods within any timeframe that may have been agreed in the contract. When this is not possible I will notify you at the earliest opportunity.
3. The provision of services as mentioned in these Terms and Conditions may apply to web services, Information Technology Consultancy services and/or Assistive Technology services and shall equally apply to goods supplied.
4. Any goods procured on your behalf under the terms of the contract shall remain my property until paid for in full by you at which time ownership shall transfer to you.
5. All goods supplied will be warranted under the guarantees of the manufacturer and these warranties will be passed on to you. I do not provide warranties or guarantees for goods in addition to those provided by the manufacturer, however, I will carry out all reasonable steps to assist you in securing any rights provided under the terms of those guarantees at your request and subject to payment at my hourly rate.
6. Items of software or services provided and/or recommended by me from third parties shall be the sole responsibility of those third parties and I shall not be liable in any way whatsoever for any failure or harm caused by such software. Additionally, regular updates of security and/or features of such software or services shall be between you and the third parties.
7. Reports will be provided in good faith in your best interests and should be treated in the spirit of advice and recommendations based on my professional judgement and opinion. Any such reports are not to be treated as expert witness statements. Additionally, such reports are provided solely for the purposes of my fulfilment of the contract and must not be used for any other purpose whatsoever without my permission in writing.

3. Your Obligations

1. You will obtain all licences, information, consents or other material and provide them to me as may be necessary to enable me to provide the services.

2. You will supply to me all documents, information, contracts and details of any service provisions to or by you that may be reasonably required in order for me to fulfil my contractual obligations to you.
3. I will not be liable for any delay or failure to comply with the terms of the contract caused by your failure to carry out your obligations or by delays in supply from manufacturers of equipment that is outside my control.

4. Fees

1. The fees for the services are outlined in the quotation and are on a time and/or goods basis.
2. In addition to the fees, I can recover from you reasonable incidental expenses such as, but not limited to, travelling expenses (the current rate is shown at paragraph 9), parking expenses; the cost of services and licences provided by third parties that are required for me to undertake the provision of the contract; and the cost of goods and materials required by me in the provision of the contract.
3. My services will be invoiced on an hourly or daily rate (the amount of which is specified at paragraph 9) and you agree to pay this rate for any and all services provided that are in addition to, or outside of, the scope of the quotation.
4. Any scheduled appointments will be chargeable in full unless cancelled with more than 3 hours' notice.
5. The provision of any ongoing services, including but not limited to, MDT Note©, website maintenance and security packages; annual email and SSL certificate fees; third party licences; etc. shall be invoiced and paid for monthly, as agreed in advance by you and me. Any failure to pay for those invoices may result in the withdrawal of some or all of such services by me with reasonable notice.

5. Cancellation and Amendment

1. I can cancel or amend the contract up to the time that you accept it.
2. You can cancel the contract up to the point of commencement of the provision of the services or procurement of any goods.
3. In the event of any changes to, or cancellation of, the contract at any time and for any reason whatsoever you agree that any goods I have already purchased and expenses incurred and services provided shall be paid for in full by you.

6. Payment

1. I will normally invoice you after the services have been provided to your satisfaction, however, in the case of high value goods, I may request interim payments.
2. You must pay the fees due within 28 days of the invoice unless agreed by both parties in advance.
3. I reserve the right to charge interest (the amount of which is specified at paragraph 9) on the outstanding balance of any invoice that remains unpaid after the 28 days.
4. In addition, I reserve the right to withdraw or withhold any previously agreed services in the event of invoices that remain unpaid for more than two months without prior mutual agreement.

7. Privacy and Intellectual Property Rights

1. I will, at all times, ensure that information that comes into my possession during the course of business between us will be treated in confidence except in the case of any statutory disclosure requirements. You agree that you will ensure the same.

2. I reserve all copyright and any other intellectual property rights applicable to services or goods provided under the terms of the contract. I reserve the right to take any appropriate action to restrain or prevent infringement of such intellectual property rights.
3. The imposition of any legal restrictions, by you on me (including, but not limited to, exclusivity clauses; service level agreements; confidentiality notices etc.), shall be agreed between us before the commencement of services described in these terms and Conditions and may result in further fees.
4. In the case of MDT Note © you agree that you, or your agent, will not attempt to, or participate in any attempt to, break down the system into its constituent parts and/or recreate an equivalent system for your own or another's use.

8. Law and Jurisdiction

1. These terms and conditions shall be governed by, and interpreted under, UK law.

9. Rates

1. My current hourly rate is £76 per hour billable in increments of 15 minutes rounded upwards.
2. My current daily rate is £375.
3. My current mileage rate is 55p per mile.
4. Travelling time will be invoiced at half my hourly rate.
5. The interest that may be charged for outstanding invoices is 5% per month.
6. These rates are subject to change with reasonable notice.
7. All costs are inclusive of VAT.

Between

Garry Kelsall

and

.....

of Web and IT Studio

of

Signature



Signature

Dated

Dated.....