

Tony Hearn Ltd Terms & Conditions

1. Standard payment terms are 28 days from date of invoice. Deposit invoices are payable on receipt. In the event of payment for rendered invoices for web development or services being overdue Tony Hearn Limited reserves the right to remove a development from the Internet Service Provider with whom it is placed until payment is made. Where a development is to be placed on a client's own server or dedicated server then full payment of the development is required before transfer to such a server takes place.
2. New customers may need to complete a credit application form.
3. Prices are valid for 14 days and are exclusive of VAT.
4. The quotation and any subsequent orders are subject to Tony Hearn Limited Terms and Conditions.
5. Consultancy is exclusive of expenses and subject to Tony Hearn Limited Terms and Conditions.
6. Until such time as full payment is received from the customer for the goods, the copyright of editorial content vested therein shall remain the property of Tony Hearn Limited.
7. Copyright of uploaded editorial content remains with the content provider i.e. the client. Source code will be encrypted and all source code remains the property of Tony Hearn Ltd.
8. Any quotation is subject to E & OE.
9. Once Tony Hearn Limited receives an order the customer may not withdraw or cancel without written consent of Tony Hearn Limited. Cancellation charges may be applied.
10. Orders for web development are subject to a deposit being invoiced at time of order. This is payable on receipt. Further amounts will be invoiced during development. These invoices will generally be presented at times indicated within the job completion schedule. Notwithstanding any agreed schedule, in the event that completion of an order is delayed due to a client actions or failure to meet the completion schedule Tony Hearn Ltd may invoice for the total development completed to date. In the event of invoices remaining outstanding past 30 days from date of invoice Tony Hearn Ltd may charge interest at the Lloyds TSB Banks base rate on the sum due.
11. In the event that Tony Hearn Ltd is reliant upon the client for the provision of services or equipment in order to complete an order and Tony Hearn Ltd incurs delay or costs as a result of delay by the client in fulfilment of these services or equipment provision then Tony Hearn Ltd reserves the right to charge the client for time or costs incurred as a result of such a delay.
12. Additional charges will be applied to work undertaken specifically at a client's request outside the scope of our proposal.
13. Travelling costs and subsistence will be recharged to clients on an as incurred basis.
14. Where external costs are incurred in order to complete web development to client's requirements, i.e. font purchases, these will be recharged to clients at cost plus a handling charge of £25
15. Certain proposals may contain estimated costs only, which are subject to revision with clients once final specifications are available
16. During the course of provision of services and for a period of 12 months after their completion, Tony Hearn Ltd and the Client mutually agreed not to recruit the employees of personnel of the other party met or introduced through their relationship.
17. Tony Hearn Limited Terms and Conditions may not be varied without the consent in writing of a Director of the Company.