

Agreement and terms of service

This contract is made and entered into as of the <DATE> (the "Effective Date") by and between Netuxo Ltd, (registered address CAN Mezzanine, 49-51 East Road, London N1 6AH) and <NAME> ("the Client").

Services

Subject to the conditions of this agreement, Netuxo will provide to the Client the following services:

- Technical development and implementation of the <NAME> website as described in the specifications supplied by <NAME> on <DATE> and/or as outlined in the supplied estimate.

Client obligations

1. The Client will provide Netuxo, at no charge, with all necessary information, files, and decisions as reasonably required by Netuxo to perform the services.
2. The Client is responsible for completing all necessary documentation and paying any fees for third party services (e.g. payment gateway or hosting fees).
3. The Client will pay Netuxo according to the timescale set forth below.
4. The Client will include an acknowledgement of Netuxo's work as part of the the finished website, in a reasonably visible location, such as in the footer on every page, or on an "About This Site" page or similar. This acknowledgement will be retained for at least one year from completion of the site, or until such substantial change have been made to the website structure or design by persons not employed by Netuxo, whichever is sooner.

Term and termination

The contract will be terminated if:

1. Either party is declared bankrupt or the company dissolved. In this instance termination will be immediate and the Client agrees to pay Netuxo for all hours worked. Each hour will be billed at £40.00 and an invoice will be provided. The Client agrees to pay the invoiced amount within 30 days of the issue date. Netuxo will incur no penalty in the event of bankruptcy or dissolution.
2. Netuxo provides notice in writing that we wish to terminate the contract. In this case any money paid to Netuxo for the work will be returned in full, with interest added at the Bank of England base rate plus an additional 25% APR, compounded monthly.
3. The client provides notice in writing that they wish to terminate the contract. In this case any money paid to Netuxo for the work will be retained, any money owed will continue to be owed. In this case any works created by Netuxo but not yet supplied will be retained by Netuxo. The client will not be licensed to publish or distribute any work already supplied.

Netuxo Ltd

CAN Mezzanine, 49-51 East Road, London N1 6AH

Registered as a company in England and Wales. No 4798478 | VAT Registration No 943 6779 76

Tel: 020 8985 6843 | office@netuxo.co.uk | http://netuxo.co.uk

Payment

As consideration for the Services, the Client shall pay Netuxo the following fees:

Description	Fee	Notes
Website development	£	
TOTAL PAYMENT (inc anyVAT)	£	

Timescale and payment schedule

Netuxo will normally not start work until the initial <%> payment has been received, and when each phase of work is completed Netuxo will wait for payment for that phase before starting work on the next phase of the project.

Providing all obligations as laid out in this agreement are met by the Client, Netuxo agree to provide the services specified within the following timescale:

Description	Timescale/Deadline	Amount (inc VAT)
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Intellectual property and ownership

- Without prejudice to Drupal or any other third-party elements that provide the framework, services or features, the finished website becomes the property of the Client on the date of launch.
- All Client logos, trademarks and site content remain the property of the Client throughout the design, development and integration process.
- The Client is responsible for ensuring that they have all the necessary legal permissions for the content published on the site at all times.

Limit of liability

A <VALUE> week snagging period will commence from launch date. Within this period genuine defects and deviations from specification will be attended to free of charge. Additional work will be charged at £40.00 per hour ex VAT.

Netuxo Ltd limit the liability of their responsibility, in cases of:

- Any losses sustained by the Client through the failure of a third party to supply a required service.

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