

redjelly - Terms and Conditions of Trading Definitions In these conditions “the Customer” means the person, firm or company who commissions the services of redjelly “the Company”. By commissioning the Company to undertake work “the project” on their behalf, the Customer agrees that these Terms and Conditions of Trading define our working relationship. All projects, services or goods that the Company may be contracted to produce or provide for the Customer will be subject to the following:

Fees For each project, the Customer will receive an estimate outlining the project specifications and estimated fees for our time based on our current hourly rate and, where appropriate, any goods and professional services commissioned by us in order to complete the project. We will begin work upon the Customer’s written or oral approval of the estimate and this will constitute an agreement between us. The Customer agrees to pay the Company in accordance with the terms specified in each proposal/estimate. Estimates are valid for only 30 days from the date on the estimate.

Payment Unless otherwise agreed in writing by the Company all Customers that have not submitted a credit application and been approved by our accounts department will be required to pay 50% (non-refundable) of the project cost before work can begin and all subsequent balances due are payable upon artwork approval. All credit accounts shall be paid up on or before the 30th day after the date of the invoice. We reserve the right without notice to charge interest on past due balances at the rate of 2% per month. We reserve the right to refuse completion or delivery of work until past due balances are paid. The Customer shall pay the Company’s costs, charges and expenses directly or indirectly incurred in obtaining or otherwise enforcing payment of outstanding accounts.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. redjelly shall be considered entitled to remove redjelly’ and/or the customer’s material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of it’s obligation to pay the due amount. Customers whose accounts become default agree to pay redjelly reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Charges for Other Services

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

Revisions and alterations New work requested by the Customer and performed by the Company after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a revised proposal/estimate to you, and a revised additional fee must be agreed to by both parties before further work proceeds. It is normal practice for contact reports to be issued by the Company’s staff of meetings between the Customer and the Company. If the subject matter of a contact report is not questioned by the Customer within three working days of its receipt, it will be taken to be a correct record of the meeting to which it refers. Author’s alterations and other copy changes requested after layouts or mechanicals are completed are billed at our standard hourly rates.

Overtime and rushed orders Estimates are based on a reasonable time schedule, and may be revised to take into consideration your “Priority Scheduling” requests requiring overtime and/or weekend working. Knowledge of your deadlines is essential to provide an accurate estimate. In addition, our suppliers may mark up their charges in respect of work required in a hurry.

Exclusion of liability Under no circumstances whatever shall the Company be liable for losses special to the particular circumstances of the Customer, indirect or consequential loss including loss of profits, damage to property or wasted expenditure. Without prejudice to the other provisions of these conditions, the Company’s liability shall not exceed the total of the contract fees for the project. The fees for any project are based on the assumption that the liability of the Company and Customer are as set out herein.

Nature of copy and property belonging to others The Customer agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. The Customer is responsible for all trademark, copyright and patent infringement clearances and is responsible for arranging, prior to publication, any necessary legal clearances, licenses, usage or royalty payments.

Errors and omissions It is the Customer’s responsibility to check proofs carefully for accuracy in all respects, including

but not limited to prices, spelling, dimensions and distances. The Company is not liable for errors or omissions. The Customer's signature or that of his authorized representative is required on all proofs or artwork prior to release for printing or other implementation.

Over runs and under runs Some printers' terms enable them to deliver over or under the quantity ordered and to charge accordingly. In such cases the Customer will accept over runs or under runs that do not exceed +/- 10% of the quantity ordered and the Company will bill for the actual quantity delivered within this tolerance.

Placement of advertising At your request, we will purchase media space on your behalf which will be billed to you at current rates plus the standard agency commission. The Company cannot be held liable for advertising which does not appear on a particular time/date or issue or in a particular position or break.

Property and suppliers performance The Company will take all reasonable precautions to safeguard property entrusted to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorized use by others of such property. We will use our best efforts to ensure quality and timely delivery of all printed matter. Although we may use our best efforts to guard against any loss arising from the failure of our suppliers, media, or others to perform in accordance with their commitments, the Company is not responsible for failure on their part. We cannot in any way be held responsible for quality, price, performance or delivery of materials made or supplied by others where the work has been placed directly by the Customer or his agents.

Lien All materials or property belonging to the Customer, as well as work performed, may be retained as security until all just claims against the Customer are satisfied.

Rights of ownership Once a project has been delivered by us and is fully paid for by the Customer, the Company will assign the reproduction rights of the design for the use(s) described in the proposal. According to copyright law, the rights to all design and artwork, including but not limited to photography, music and or illustration created by independent photographers, artists or illustrators retained by the Company, or purchased from a stock agency on behalf of the Customer, remain with the individual designer, artist, photographer or illustrator. Unless a purchase of "All Rights" (a Buyout) is negotiated on behalf of the Company, you may not use or reproduce the design, work or the property therein for a purpose other than the one(s) originally stipulated. If you wish to use the design we have created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact us to arrange the transfer of rights and the payment of any additional fees before proceeding. Master artwork including roughs, visuals, mock-ups and presentations is the property of the Company and will not be released or copied for the Client or any third party to use in any way whatsoever without prior written agreement by a director of the Company. We reserve the right to photograph and/or distribute or publish for our firm's promotional and marketing needs any work we create for you, including roughs, visuals, mock-ups and presentations, as samples for our portfolio, newsletter, brochures, presentations and website and for entry for awards. We will endeavour to store files on computer disks for a period of 6 months beyond the delivery of a job. Thereupon, we reserve the right to discard them without notice.

Limitation The Customer will indemnify and hold the Company harmless for any loss or expense (including legal fees), and agree to defend the Company in any actual lawsuit, claim or action arising in any way from our working relationship. This includes, but is not limited to claims made against the Customer and any of its products and services arising from the publication of materials that we prepare and the customer approves before publication.

Force majeure Production schedules, storage of files and property belonging to the Client will be established and adhered to by both Customer and the Company, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, industrial dispute or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the Customer or the Company. Where production schedules are not adhered to by the Customer, final delivery date or dates will be adjusted accordingly.

General The validity and enforceability of this agreement will be interpreted in accordance with the laws of Scotland but the Company reserves the right to bring proceedings in connection with this contract in any other court of competent jurisdiction. Failure by the Company to enforce any of these conditions shall not be construed as a waiver of that condition or any other condition.

Before creating an account with us, all users must agree to the terms and conditions of use. These are outlined below.

Permissible content

- All content uploaded to your redjelly hosting service, including dedicated and VDS servers, must conform to UK law. It is the user's sole responsibility to ensure this.
- Sites must not contain 'hateful' material or content which seeks to incite hate.
- Sites must not contain images, videos, depictions or descriptions of pornography which is unlawful in the UK or which is deemed to be distasteful at the sole discretion of redjelly.
- Sites must not contain 'warez', copyrighted music/videos or links to such content. It is the sole responsibility of the user to ensure that they have the rights to distribute any content displayed on their website.
- Sites must conform to UK copyright law.

Limitation of liability

redjelly makes no assertion that the service is fit for any specific purpose and as such cannot accept any liability for any consequential losses which may arise through a client's use of the service or from any disruption or unavailability of the service. redjelly's liability under this agreement will not exceed the total amount paid for the service. redjelly will use its best endeavours to ensure the service complies with the service level agreement of 99.9% up-time.

Bulk e-mail

Bulk e-mail is not permitted through the redjelly systems without prior authorisation. Bulk e-mail is defined as any message sent to more than 250 recipients at any one time. Users wishing to exceed this limit must contact redjelly with a sample of the content prior to sending. Unsolicited e-mail is not permitted under any circumstances and will result in immediate termination of the user's account.

Scripting and software

It is the user's responsibility to ensure that any 3rd party software uploaded to their hosting account is up to date with security patches and free from any vulnerabilities which might allow it to be exploited by a malicious 3rd party to send unsolicited bulk e-mail or perform any other activity which contravenes our T&Cs. Users are solely responsible for any such action.

If not specifically stated to the contrary, our services are intended to be used for the purposes of hosting websites and e-mail. Batch processing, video encoding/transcoding, web crawling/spidering, archiving and online backup systems and any system designed to consume CPU or disk resources for purposes other than hosting a website are not permitted on our shared hosting servers. However you may use such tools on a VDS or dedicated server.

Any user who is operating software which is written in an inefficient manner and, at the discretion of redjelly staff, seen to be making inefficient use of CPU or disk resources will be asked to optimise the script or migrate to a dedicated server or VDS.

Additionally, scripts which make bulk postings to other websites, forums and blogs are specifically and strictly prohibited.

Proxy servers

Open proxy servers are not permitted under any circumstances and will result in immediate termination of service.

Abuse of the service

Unless permission is specifically granted by redjelly staff, users may not use the service for purposes other than hosting a website and providing an e-mail service. It is not permitted to use any of our shared hosting products as an external database server to drive a website hosted on another provider's system, except on a temporary basis to facilitate the migration of a website to redjelly and only with prior approval from redjelly support.

Contravention of Terms and Conditions by the user

If our terms and conditions detailed above are breached then the user shall be notified initially by e-mail and instructed to remove the offending content or cease the offending activity. If the user does not comply a second warning will be issued. After 48 hours the user's service will be suspended until such time that they contact us.

In the event of a serious or intentional breach of the T&Cs (such as illegal content being hosted or any activity which could disrupt the service of other users on the system or make redjelly subject to litigation) redjelly reserve the right to terminate the user's account immediately and without refund.

Refunds and cancellations:

Domain name registrations cannot be refunded or cancelled under any circumstances. All other services are subject to our discretion

redjelly does not guarantee that any domain name you attempt to register through us is available for registration. While we make every effort to ensure that our information is correct, in extreme circumstances we may be forced to refund your payment and cancel the order.

redjelly will not take part in any dispute over the ownership of an internet domain or an individual or company's right to use it. We reserve the right, at our sole discretion, to suspend or cancel a domain name registration.

Users registering a domain name through redjelly are subject to the terms and conditions of the relevant domain name authority. Users are solely responsible for adhering to these rules. In the event that a customer fails to comply with the regulations regarding the registration and use of a domain name, redjelly reserves the right to cancel the registration without issuing a refund.

This does not affect your statutory rights under UK law.

Storing of information

redjelly stores all information given during signup in our database as a means of easy retrieval of account details for domain registrations, as well as a means of contact with you, the customer. By creating an account you agree to all information you submit being kept on file. We may send you periodic mailings, electronic or otherwise, to update you on the status of the service or to advise you of new features.