

## Terms and Conditions

The following terms and conditions apply to all and any service provided by Northern Lab. By entering into a contract or ordering services from Northern Lab, you are agreeing to the following terms and conditions:

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### 1 General

We reserve the right to cancel a contract and refuse to construct a website that might contain illegal content or that breaches copyright. This includes, but is not limited to, sites that promote violence or hatred towards persons belonging to any ethnic group, religion or sexual orientation, or are contrary to UK laws.

Northern Lab will not be responsible for the maintenance of a Clients site or system once the project has been concluded, unless the Client has taken a maintenance agreement with Northern Lab.

Payment of an advance fee to initiate a project, indicates an agreement to and acceptance of Northern Lab's Terms and Conditions.

At project acceptance Northern Lab can provide an estimated completion date, however due to the nature of the business we can not guarantee this date as a final completion date.

The Client is responsible for providing all content and material for the project at the point of initiation, or during the initial stages of the design process. Failure to do so could extend the project scope and time period, as well as the cost.

Content or features agreed on the original development brief but not provided by the Client during the development stage, will be added to the site at any time in the future when the Client feels ready, however invoices must be paid in full including sections which the Client still has to provide content for.

All website code, graphics, databases, scripts and related development material will remain the property of Northern Lab until full payment has been received, at which point the Client will own the rights.

## 2 Website backup and data

It is not Northern Lab's responsibility to keep a copy of any sites, programs or scripts provided to its Clients. It is the Clients responsibility to keep backups of all data, site content, and e-mails. Northern Lab will not be liable for any loss of data or money relating to loss of data or downtime.

Northern Lab is not required to keep a copy of content provided by it's Clients once the project has been completed. Northern Lab strongly recommends that Clients do not send any original documents to us, all media should be copied before sent to us. We will not be liable for any loss of content sent to us by our Clients.

## 3 Payments

A deposit of 30% is required once an agreement has been reached and before the start of the project. This deposit will also signify an acceptance of these Terms and Conditions.

If at any stage during the project an invoice is to be issue by Northern Lab for work already completed, the Client will have 30 days from the date shown on the invoice to make that payment. Failure to do so will signify an immediate hold of the project until the balance is paid.

All payments for the project must be received within 30 days of project completion. Once a website / System has been designed, the full balance of the project is due, even if the customer then decides that they no longer want the site. Non payment will result in legal action being taken if necessary.

Following consistent default of payment will lead to Northern Lab seeking Legal advice with a view to reclaiming those costs, and if need be, we will instruct our solicitors to initiate court summons procedures.

Any payments returned by the Bank or Credit Card company shall be subject to a £25 administration fee.

## 4 Cancellations

Our Clients have the right to cancel their website development, or any other service provided by Northern Lab at any point, however, the Client will be invoiced and will be responsible for paying an amount proportional to the work already completed.

Cancellations and terminations must be requested in writing, either by post or e-mail ( from the nominated contact person). The Client will be invoiced for work already completed, and the Client will have 30 days to pay that invoice.

## 5 Copyright

Northern Lab cannot accept any responsibility for copyright infringement caused by materials submitted by its Clients.

The Client retains all copyright from content on the site. Furthermore, the Client will have the copyright for all site content as well as HTML and scripts created specifically for the Client for that project once full payment for the project has been received.

The Client grants Northern Lab the right to use any and all material presented for the project.

An initial project payment shall be seen as a guarantee that the Client owns the copyright or has obtained permission to use the material they are presenting for the project.

## 6 Search Engine Placement and SEO (Search Engine Optimisation)

All search engine registrations and SEO strategies are carried out to the best ability of Northern Lab, however it should be noted that Northern Lab has no control over search engine ranking and inclusion policies and can not guarantee inclusion or a high ranking. As such Northern Lab can not guarantee how, when or if the search engines will list the Clients site.

Northern Lab cannot accept any liability if any search engine or directory, submitted to as part of any project, choose not to list the Clients site.

## 7 Compatibility

Northern Lab will endeavor to ensure that all material produce will validate to current usability and accessibility standards, and that the material produce will be compatible with as many Internet browsers and technologies as possible. However, Northern Lab cannot guarantee that the material produced for a project will work with all current or future technologies.

## 8 Hosting

Northern Lab can recommend some hosting providers, but cannot guarantee their performance or delivery of service. Northern Lab cannot accept liability for losses caused by the unavailability, malfunction or interruption of service.

If the Client decides to choose their own hosting provider, Northern Lab will require access to information such as FTP details for the required hosting server/system.

Northern Lab is not responsible for the renewal of the hosting fee, and will not be liable for data loss or service suspension due to non payment. It is the Clients responsibility to make sure that the accounts are kept up to date and balanced.

## 9 Design Credits

A small and unobtrusive link to Northern Lab will be placed at the bottom of every page designed by us. The Client has the right to purchase the removal of such links.

## 10 Domain Names

Northern Lab will sometimes purchase Domain Names on behalf of its Clients. Payment and renewal is the responsibility of the Client. Northern Lab will not be liable for the loss of data or suspension of service due to non payment. The Client is responsible for keeping a record of due dates and payment dates.

## 11 Governing Law

This agreement shall be governed by English Law, and the Client hereby submits to the non-exclusive jurisdiction of the English courts, and any alterations to part of the agreement shall not invalidate the reminder.

## 12 Post Placement Alterations

Northern Lab can not accept responsibility for any changes undertaken by a third party once the project has been completed. Any alterations that cause the site to stop responding or functioning are not the responsibility of Northern Lab. Northern Lab will not be required to provide any material once the project has been completed and payment received.

## 13 Complaints Procedure

Anyone who experiences any problems with the service or quality of service provided by Northern Lab, should raise the matter directly with our complaints department:

e-mail: [info@northernlab.co.uk](mailto:info@northernlab.co.uk)

Telephone: 07739999771

Fax: +448700529504

By post: 25 Main Street  
Spittal  
Berwick-upon-Tweed  
Northumberland  
TD15 1QY  
United Kingdom

Northern Lab will strive to resolve the situation quickly and efficiently. Northern Lab will keep all its Clients up to date on the progress of any complaint and what steps we are taking to resolve the problem.

## 14 Confidentiality

Northern Lab will not share any information, be it content, contact details, data, drawings, graphics etc. with anyone outside of Northern Lab without the prior consent of its Client. you can view our Data protection policy on our site. <http://www.northernlab.co.uk>

## 15 Changes

Northern Lab reserves the right to change this Terms and Conditions as a result of changes required by our insurers, operational or administration problems, new laws and legislation, statutory instructions, Government regulations or licenses.

## 16 Notes

By agreeing to these Terms and Conditions your statutory rights are not affected.

Northern Lab reserves the right to change or modify any of the terms and conditions contained in the Terms and Conditions.