

Rare Rooster terms and conditions

1. Definitions

1.1. Client

The individual or organisation entering into this agreement with **Rare Rooster**.

1.2. Job

The services supplied by **Rare Rooster** to the client

1.3. Quote

Information provided by **Rare Rooster** prior to the services being provided containing the anticipated costs and dates for the job

1.4. Services

Services as set out clause 2 below

1.5. Acceptance Deadline

The client must sign and return the quote by close of business, which will be 5.00pm GSM/BST on the date stated on the quote for the terms of this agreement to commence

1.6. Third Party

An individual or company other than **Rare Rooster** or the client

1.7. Rates

The prevailing rates as defined on the **Rare Rooster** price sheet, available on request

1.8. Support contract

An agreement between **Rare Rooster** and the client for the provision of ongoing support services

1.9. Hours of business

Hours of business are from 09.00 GMT/BST to 17.00 on weekdays, excluding the national bank holidays of England and the Christmas period running from 16.00 on the last Friday before Christmas Day to 09.00 on the first day on the subsequent year, not otherwise excluded

1.10. Rare Rooster

Rare Rooster being the sole trading name of Rare Rooster Ltd, a limited company whose registration number is 05268604. The registered office is The New House, Twenty Pence Road, Wilburton, Ely, Cambridgeshire, CB6 3RN, United Kingdom

2. Agreement to provide services

2.1. **Rare Rooster** agrees to provide the client with services in accordance with the terms set out in this document, together with the quote and other documents to which they refer.

2.2. The act of signing and returning the Quote is an agreement to the quote and its referenced documents and takes precedence over any previous communications.

2.3. Unless a quote is signed by the client before the acceptance deadline, **Rare Rooster** reserves the right not to undertake any work explicitly or implicitly agreed. Any delay in the acceptance process may cause changes to the timescales and or costs outlined by the quote and its referenced documents. Any work that

arises during the contractual period that is not the subject of an existing quote shall be known as additional work. This additional work will be the subject of a separate invoice. This being so, this additional work will be subject to the provisions in sections 2 and 3 of **Rare Rooster** terms and conditions.

2.4. In respect of computer systems and web registration services provided by Third Parties, **Rare Rooster** will make reasonable efforts to ensure that jobs that it undertakes for the client are completed. **Rare Rooster** however shall not be liable for the failure of Third Party computer systems, or the inability of **Rare Rooster** to access those systems because of actions undertaken, or omitted by the client or Third Parties.

2.5. **Rare Rooster** will not be liable to maintain or provide ongoing services in respect of the job other than those explicitly detailed in the quote or otherwise agreed within a support contract.

2.6. **Rare Rooster** reserves the right to alter or withdraw services at any time, on giving clients 30 days written notice.

2.7. **Rare Rooster** is obliged to comply with an order, instruction or request of Government, an emergency services administration or any other administrative authority, to cease to provide any service to the client.

3. Payment Of Fees and Charges

3.1. For jobs involving image sourcing as referenced on the price sheet, requested by the client and quoted by **Rare Rooster**, an invoice will be issued in respect of those services prior to work being undertaken. No work will be undertaken on these jobs or related jobs prior to payment by the client and funds having been cleared.

3.2. For other jobs described on the rate card, **Rare Rooster** will invoice the client on client acceptance and transfer to the client nominated computer system, or when the client's site, or other job such as copywriting text, has been displayed on the testing server of **Rare Rooster** for 30 days whichever is the earlier date.

3.3. Invoices shall be paid by the client within 30 days from the invoice date, unless otherwise specified on the invoice.

3.4. The cost of services is non refundable.

3.5. Late payment will render the client liable to interest at 8% above the minimum lending rate for the Bank of England until such a time as payment is made in full.

3.6. The client will be liable to pay any existing or new charges levied by Third Parties as a result of the job which are not explicitly included in the quote or support contract.

- 3.7. All charges referred to in the quote or support contract and their referenced documents are exclusive of VAT which if applicable, shall be paid by the client at the rate prevailing from time to time.
 - 3.8. **Rare Rooster** shall be entitled to change their prices at any time.
4. **Terms of this agreement**
 - 4.1. Unless otherwise stated by subsequent agreement, this agreement shall be in force from the date the quote, signed by the client, and is returned to **Rare Rooster** before the agreement deadline, to the date on which all invoices for services have been paid in full.
 - 4.2. If the agreement between **Rare Rooster** and the client terminates for whatever reason then any jobs quoted that have been agreed between both parties that will be shortened or cancelled by this termination will be invoiced in full for payment as in clause 3.
 - 4.3. Such termination shall not prejudice any rights accruing to either party prior to termination.
5. **Client Obligations**
 - 5.1. The client represents and warrants to **Rare Rooster** that wherever a signature or authorisation is required that the individual in question is at least 18 years of age and has the necessary authority to act in such a capacity on the clients behalf.
 - 5.2. The client undertakes to permit **Rare Rooster** and its employees or agents access to computer systems for reasonable purposes to undertake the job.
 - 5.3. The client further undertakes to ensure that the computer systems on which the job will be hosted are readily accessible and will be operated in accordance with reasonable recommendations and advice as stipulated from time to time specified by **Rare Rooster**.
 - 5.4. The client shall also provide **Rare Rooster** with such assistance as it shall reasonably request in completing the job. This includes but is not limited to all client obligations detailed in the quote and their related documents.
 - 5.5. The client will pay all fees due in accordance with clause 3.
 - 5.6. Each party gives the other to publicise, in a positive light only, the fact that the parties have a business relationship, but not to disclose the terms of this agreement. For this purpose each party grants to the other a non exclusive right to use the logos and trademarks of the other party provided that such use shall be for the purposes of publicising the relationship of the parties.
 - 5.7. The client undertakes to allow for a period of six months following the completion of the job, to carry an image on the opening page of the job, with the logo "Design by Rare Rooster", being a of no more than 200 by 25 pixels, and providing a hypertext link to www.rarerooster.co.uk , for the purposes of the publicity of the services of **Rare Rooster**.
6. **Liability/ Indemnity**
 - 6.1. **Rare Rooster** shall not be liable to the client for any loss or damage however caused arising directly or indirectly in connection with the job except to the extent that such liability may not lawfully be excluded.
 - 6.2. Notwithstanding the preceding clause **Rare Rooster** expressly excludes liability for consequential loss or damage which may arise in respect of the job including loss of profit, loss of business, loss of revenue, loss of goodwill, loss of data and or documents increased operating costs or anticipated savings.
 - 6.3. The client hereby agrees to indemnify **Rare Rooster** in respect of all costs, charges, expenses and professional fees incurred by **Rare Rooster** in exercising any of its rights under this agreement in respect of any default or other breach by the client.
 - 6.4. The client agrees to indemnify and hold harmless **Rare Rooster** and accepts liability for any improper use of Third Party products by the client or violation of licence agreements and or any other arrangements entered into between the client and any Third Party.
 - 6.5. In the event of any exclusion clause within this agreement shall be held to be invalid for any reason and therefore **Rare Rooster** becomes liable for loss or damage that could otherwise have been limited, such liability shall be limited to the outstanding payments.
7. **Confidential Information and Mutual Obligations**
 - 7.1. All information, drawings, documentation, software listings or code which **Rare Rooster** or the client may have time to time imparted to each other relating to the job shall be regarded by both **Rare Rooster** and the client as confidential and both parties hereby agree that it shall use the same solely and entirely in accordance with the provisions of the quote and its referenced documents and that it shall not at any time during or after the termination of the agreement disclose in any way whatsoever directly or indirectly such information without the prior consent of either party.
8. **Termination or Suspension of the Agreement**
 - 8.1. This agreement shall subsist for the term stated above and may be terminated by the giving of notice, as set out in clause 4.
 - 8.2. **Rare Rooster** shall also be entitled to terminate the Agreement in the following circumstances:
 - 8.3. If the client fails to pay all sums due from time to time under the agreement.
 - 8.4. If the client fails to comply with any obligations under the Agreement.
 - 8.5. If the client fails to comply with any obligation under any licence in respect of Third Party or **Rare Rooster** software.
 - 8.6. If the client fails to remedy within seven days any breach of this agreement (if such breach be

capable of such remedy) having received from **Rare Rooster** notice of such breach.

- 8.7. If the client is served with a statutory demand and or if a body corporate issues a winding up petition or it presents its own petition, or calls a meeting of creditors or appoints or has appointed a Receiver of all of any of its undertakings or assets or shall be insolvent within the meaning of the Insolvency Act 2000 or succeeding legislation.
 - 8.8. If any payment due to **Rare Rooster** is outstanding longer than the time allowed on its invoice, **Rare Rooster** may without prejudice to any other right available to it suspend the provision of services to the client and any other obligation under the agreement. In this event **Rare Rooster** shall not be liable in respect of any occurrence during such period of suspension. If such suspension does not secure performance of its obligations by the client **Rare Rooster** may terminate this Agreement upon giving the client no less than 14 days written notice of its intention to do so.
 - 8.9. Without prejudice to its rights of termination at any time under clause 8.2, **Rare Rooster** shall have the right to suspend the provision of any services without notice if **Rare Rooster** has the right to terminate this agreement.
 - 8.10. Upon termination of this agreement for whatever reason the client shall forthwith pay to **Rare Rooster** all monies then due and invoiced.
- 9. Circumstances beyond the control of Rare Rooster**
- 9.1 In no circumstances shall **Rare Rooster** be liable to the client in respect of anything which apart from this clause may constitute a breach of the agreement and which arises for instance from perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, strike, civil commotion, acts of local or central government, industrial disputes of whatever nature and acts of God.

10. Notices

- 10.1 Any Notices which are to be given under this Agreement shall be in writing by post or email, to addresses agreed.
- 10.2 All Notices must be copied to Rare Rooster via post to the address listed in section 1.10 above or via email to design@rarerooster.co.uk to be followed within 24 hours by postal confirmation of the information contained in the preceding e-mail.
- 10.3 Both parties agree to notify the other in the event of any change in contact details.

11. Severance

- 11.1 In the event that any of the provisions of this agreement shall be determined by any court or other competent authority to be invalid, unlawful or unenforceable to any extent then such provision shall to that extent be severed from the remaining provisions of the agreement which shall continue to be valid and enforceable.

12. Assignment

- 12.1 This agreement is not assignable or transferable in whole or part to any other person or body.

13. Jurisdiction

- 13.1 This agreement shall be construed in accordance with the provisions of English Law and the parties shall submit to the exclusive jurisdiction of the English Court.

14. General

- 14.1 **Rare Rooster** shall have the right to modify these Terms & Conditions at any time. It is the Client's responsibility to check the current Terms & Conditions, available from **Rare Rooster** on request, prior to any agreement. Clients with existing agreements will be given 30 days notice of any changes.