



Terms & Conditions

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1. Scope

The following Terms and Conditions ("The Terms", "Our Terms", "These Terms") apply to all Services ("The Services", "Our Services") provided by, and Projects ("the Project", "the Projects") delivered by Centre Neptune ("We", "Us", "Our") to the Client ("You", "Them", "Your").

2. Version & Revisions

Version 1.1. Revised on 14.01.2021.

This version of Our Terms supersedes all previous versions, revisions, representations, understandings or agreements. Continued use of Our Services, or payment of any deposit,

fee or recurring charge by any means, or written acceptance via email, text or other text-based method constitutes agreement to and acceptance of this revision.

3. Governing Law

These Terms shall be governed by the law of England and Wales.

4. Acceptance

Please read These Terms carefully. Continued use of Our Services, or payment of any deposit, fee or recurring charge by any means, or written acceptance via email, text or other text-based method constitutes agreement to and acceptance of These Terms.

It is not necessary for the Client to have signed an acceptance of Our Terms in order for them to apply. Acceptance of a written quotation will be deemed as though the Client has satisfied themselves as to The Terms applying and the acceptance of These Terms in full.

5. Indemnity

All Services provided by Centre Neptune may be used for lawful purposes only. You agree to indemnify and hold Centre Neptune harmless from any claims resulting from Your use of Our Services that damages You or any other party.

6. Liability

In delivering The Services, Centre Neptune hereby excludes itself, its employees, contractors, subcontractors and agents from any and all liability for loss or damage, however caused, which may arise as the result of inaccuracy, omission, delay, error, negligence, misunderstanding or other circumstances.

Centre Neptune is excluded from all liability In the event of circumstances beyond Our reasonable control, including, but not limited to; war, invasion, pandemic, pestilence, fire, flood, earthquake, EMP, explosion, subversion, terrorism, network failure, cybercriminal activity and acts of God.

The entire liability of Centre Neptune to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for The Services under this Agreement in respect of which the breach has arisen, less reasonable expenses for work already carried out.

7. Pricing

All prices are in GBP.

Although We strive to be as accurate as possible, all prices displayed on the Centre Neptune website are intended as a guide only. Final pricing for Our Services will be communicated to each Client on a per-project basis, taking into consideration all reasonable requirements.

We reserve the right to change Our pricing without notice, should circumstances dictate.

8. Estimates

Centre Neptune may provide time / cost estimates for Our Services upon request.

Estimates are free of charge, and are non-binding in all respects. They do not constitute an agreement, contract or offer of any kind. In supplying an estimate, Centre Neptune does not agree to be retained, engaged, perform work or deliver Our Services in any way.

9. Quotations

Centre Neptune may provide a written time / cost quotation for Our Services, as they relate to the delivery of a particular project or work request on behalf of a Client.

Quotations are free of charge, and constitute an initial offer only by Centre Neptune to deliver such Services as may be required for the successful completion of Your project.

Quotations remain valid for 30 days. Centre Neptune reserves the right to amend or withdraw any quotation should circumstances dictate.

10. Additional Expenses

Centre Neptune may sometimes incur additional expenses in the process of delivering Our Services. Examples include the requirement to purchase domain names, third-party fonts, stock photography, commissioned content (including audio, video, images, copy), premium themes, premium plugins and custom software development.

All such requirements and associated expenses will be discussed with the Client in advance, and written approval is required prior to purchase or commission. Centre Neptune reserves the right to bill such additional expenses separately, if circumstances dictate, and also to add a reasonable administration fee to cover the sourcing, evaluation and procurement.

11. Payment

All payments must be in GBP.

Services that are provided on a per-year basis (e.g. Domains, Hosting, Email, Assisted Self-Build, Website Management) must be paid for in full, in advance of delivery or activation of the Service. At Our discretion, Centre Neptune may choose to extend credit terms such as monthly or quarterly payments for annual Services. We reserve the right to charge a reasonable fee for such facilities.

Services that are provided on a per-project basis (e.g. Web Design, Web Development) attract the following payment schedule:

- 25% of quotation total, upon agreement and acceptance.
- 25% of quotation total, upon approval of initial build.
- 50% of quotation total (or remaining outstanding amount, in the case of revisions to original quotation) upon final delivery of the Project OR on the Project completion date, whichever is the sooner.

Services that are provided on a per-month basis (e.g. SEO, Marketing, Content) for either a fixed period or an ongoing period require payment of the first month in advance, prior to commencement of work. Billing for the Service will continue on a monthly basis until the end of the agreed period.

Services that are provided on an ad-hoc basis (e.g. Minor website development) will be invoiced per-developer, per-hour, in half-hour increments, for a minimum of one (1) hour. Developer rates and expected time required will be communicated and agreed with the Client prior to commencement of work.

In all cases, digital invoices will be raised by Centre Neptune or an accounting service operating on Our behalf, and sent to an email address specified by the Client at the time of engagement of Services. It is the Clients responsibility to ensure their chosen email address is active and monitored so as to ensure receipt of invoices.

Payment of invoices may be via Debit / Credit Card, PayPal, Bank Transfer or cash. Cheques are not accepted unless by prior arrangement. Our bank details are shown on all invoices.

12. Payment Terms

Full settlement required within 14 days from invoice date.

If credit terms or a payment schedule is in place, full payment of each instalment is required within 7 days from each instalment invoice date.

Centre Neptune reserves the right to apply reasonable charges to overdue invoices, either a flat fee or percentage of the invoice total, as appropriate to the Client or project.

13. Default

Clients with accounts in arrears after 30 days will be considered in default.

Centre Neptune reserves the right to suspend or revoke access to Services, relocate or delete some, or all data on Our servers, which may be associated with accounts in default. This may include, but is not limited to; websites, email, and digital storage of files.

Centre Neptune is not responsible for losses incurred due to the removal of Services, or the deletion of data. Clients are advised to always maintain their own backups, independent of Our systems.

Removal of Services does not relieve the Client of the obligation to pay any outstanding amount on their account. In addition, Centre Neptune reserves the right to add reasonable expenses, including legal fees and costs for debt collection by third-party agencies, to accounts in arrears.

14. Termination

Termination of services by the Client must be requested in a written notice or email to Centre Neptune and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing or email.

Upon termination, Centre Neptune will raise a final invoice for all work undertaken until the date of first notice of termination. Our standard payment terms apply.

15. Domains

Centre Neptune may purchase and register domain names from an accredited Registrar on Your behalf. Payment for purchase, registration and setup will subsequently be invoiced to the Client, either separately or as part of a project.

Domain renewals and upkeep of required domain information is the responsibility of the Client, whether or not Centre Neptune sends reminders. The loss, cancellation or blocking of domains as a result of failure or inattention by the Client is not the responsibility of Centre Neptune.

Clients are advised to keep a record of the due dates for domain renewals, and action all domain-related administration tasks in good time.

16. Hosting & Email

Centre Neptune provides and manages web hosting and email services via selected, reputable third-party hosting companies. Clients are required to adhere to all relevant terms & conditions of their ultimate web host, copies of which are available online, and on request.

Although all reasonable efforts are taken to ensure reliable, consistent hosting, Centre Neptune is not responsible for any loss or damage arising from hosting failure.

Clients are advised to always maintain their own backups, independent of Our systems.

17. Website Content

Centre Neptune may require the Client to provide web-ready content (e.g. Text, images, videos, downloadable files, etc) to populate a website. The timely delivery of such content is vital to project timelines, and thus We may agree a Content Delivery Schedule with You to assist the process.

Should Centre Neptune be required to create, source or commission content on behalf of the Client, any charges or costs incurred will be rebilled to the Client, plus a reasonable fee to cover Our administration costs.

Failure to deliver content according to any agreed timescale or schedule may result in delays to the delivery of projects. The Client agrees that such delays will not change any payment schedule that may be in force regarding the Project.

Content should be delivered in an appropriate industry-standard digital format, compressed and sized so as to be web-ready. Centre Neptune reserves the right to apply reasonable charges for the conversion, compression, resizing or editing of supplied content.

Preferred formats are as follows:

- **Text:** Plain-Text Format (.txt), Rich Text Format (.rtf), Editable Portable Document Format (.pdf), or cloud-shared via Google G-Suite.
- **Image:** Portable Network Graphics Format (.png), Joint Photographic Group Format (.jpg), Encapsulated PostScript Format (.eps), WebP Project Format (.webp) or Adobe Photoshop Format (.psd)
- **Video:** WebM Project Format (.webm) Moving Picture Experts Group Format (.mp4, .m4a).
- **Audio:** Moving Picture Experts Group Format (.mp3), Waveform Audio File Format (.wav), Advanced Audio Coding Format (.aac)

Content delivery may be via WeTransfer, DropBox or email. In certain cases the use of clean, virus-free physical transfer media (e.g. USB / Flash drive) may also be acceptable. For larger projects We may also provide FTP access to a data store.

Clients are advised to only send working copies of content, not the original file or document. In the case of non-digital media, Centre Neptune will take all reasonable steps to ensure the integrity and safe return of supplied content, however this cannot be guaranteed.

18. Copyright

The Client retains the copyright to all content provided by the Client, and grants Centre Neptune the rights to publish and use such content as appropriate to the requirements of the Project.

The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Centre Neptune permission and rights for use of the same and agrees to indemnify and hold harmless Centre Neptune from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions.

A contract for website design and/or placement shall be regarded as a guarantee by the Client to Centre Neptune that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

19. Compatibility

Centre Neptune takes care to comply with W3C standards in all website builds. Our preferred language versions are HTML5, CSS3 and JavaScript / ECMAScript 3-5.

Centre Neptune will make every reasonable effort to ensure websites We have built will render and operate correctly with; (1) the current version and (2) the previous most recent version of all popular web browsers. This means Google Chrome, Mozilla Firefox and Apple Safari, for OS X, Windows, 10, iOS, and Android operating systems. We do not routinely test on Microsoft Edge or any version of Internet Explorer.

The client agrees that Centre Neptune cannot guarantee correct functionality with every possible combination of browser / browser version / operating system. We also cannot accept responsibility for web pages which do not render acceptably on obsolete versions or newer versions of browsers released after project completion or website delivery.

Should Centre Neptune be required to upload a website to third-party servers, the Client is responsible for ensuring a compatible hosting environment, and appropriate access permissions, which must remain in force until such time as full payment has been received.

20. Review

For all Projects involving Web Design, Centre Neptune will provide the Client with an opportunity to review and approve their website upon completion of the “Initial Build” stage, and again during the “Fine Tuning” stage.

Approval must be granted, in writing, prior to further work on the Project. The Client agrees that delays in approval will not change any payment schedule that may be in force regarding the Project.

Upon completion and delivery of the Project, all supplied materials will be deemed to be accepted and approved unless the Client notifies Centre Neptune otherwise within seven (7) days of delivery.

Centre Neptune reserves the right to charge for further additions or amendments to a delivered Project which exceed the original scope of work.

21. Credit

The Client agrees to the placement of an appropriate hyperlink to <https://centroneptune.com/> within any delivered or managed website. Link design, content and location are negotiable, however such will commonly be placed as unobtrusive text within the website footer area.

The Client also agrees that their website, company name, and company logo may be presented in any current or future Centre Neptune portfolio of work, whether online or in printed media format.

Should such agreements be revoked without prior written consent, the Client agrees to pay Centre Neptune a sum equal to 10% of the delivered Project total, or £250 GBP, whichever is the greater.

22. Third-Party Alterations

Centre Neptune is not responsible for failures, issues, problems, loss or damage arising from third party alterations to a Project, either pre-delivery or post-delivery.

Clients are advised to always maintain their own backups, independent of Our systems, prior to altering any aspect of their website or server configuration.

23. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone.

Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid clause.