

# Website and Software Development Terms & Conditions



**RNS Computer Services (“THE COMPANY”)**  
The Poplars, Bridge Street, Brigg, North Lincolnshire, DN20 8NQ

RNStore (Consultants) Ltd trading as RNS Computer Services

## Website and Software Development Terms & Conditions

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# Website and Software Development Terms & Conditions

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## 1. Accuracy of Description of Goods

- a) Subject to where the goods are stated to be sold as complying with a recognised trade or industry standard, all descriptions, specifications and any other printed matter submitted by the Company are approximate only.
- b) All, if any, statements, recommendations and advice given (whether before or after the contract) by the Company or its agents to the Purchaser or its agents are given without responsibility unless given in writing by a Director of the Company in response to a specific written request from the Purchaser for advice before or at the time of or after the contract is made.

## 2. Software Support Licence

RNS Computer Services application software is sold subject to the terms and conditions of the appropriate software support licence. The licence is renewable annually and grants 'right-of-use' for a period of 12 months and does not constitute a change of ownership to the Purchaser.

## 3. Payment

- a) Unless otherwise stated in writing, payment of the price of the goods will be due 30 days after the delivery date of the goods.
- b) Without prejudice to any other rights of the Company thereunder if the Purchaser shall fail to give all instructions reasonably required by the Company and all necessary documents, licences, consents and authorities for forwarding the goods or shall otherwise cause or request delay of delivery of the goods then the Purchaser shall pay to the Company all costs and expenses incurred to or arising from such delay.
- c) The Purchaser shall not be entitled to make any deduction from the price of goods in respect of any set-off or counter claim unless both the validity and the amount thereof have been expressly admitted by the Company in writing.

## 4. Offer and Acceptance

- a) A quotation does not constitute an offer to supply.
- b) The placing of an order shall be deemed to be subject to these terms and conditions. Any other provisions contained in any document issued by the Purchaser shall be excluded from these terms and conditions.
- c) No modification or amendment of these terms and conditions shall be binding upon the Company unless otherwise stipulated herein or agreed to in writing by a Director of the Company.
- c) The Company may maintain an action for the price of the goods sold notwithstanding the property in them may not have passed to the Purchaser.

## 5. Delivery

- a) Any time or date stated for intended delivery is given as an estimate only and shall not be of the essence.
- b) Signature of any delivery note by an agent, employee or representative of the Purchaser shall be deemed conclusive proof of delivery.
- c) In the event of any delay the Company shall not be under any liability whatsoever to the Purchaser. The expression 'liability whatsoever' in these conditions shall mean all liability of any kind including, without prejudice to the generality of the foregoing, liability in contract for negligence or under statute.

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## 6. Guarantee and Liability

All guarantees and liabilities are subject solely to the terms and conditions set out in the individual software licences and/or hardware manufacturer documentation. The Company shall be under no liability whatsoever for death or personal injury arising out of use of the goods and the Purchaser must rely on its own skill and judgement in relation to use of the goods. In particular, without prejudice to the foregoing, the Company shall be under no liability whatsoever to the Purchaser for or arising out of any defect in, failure of or unsuitability for any purpose of the goods or any part thereof whether the same shall be due to any act, omission, negligence or wilful default or the design, workmanship or materials or to any other cause whatsoever.

## 7. Warranty

RNS Computer Services provide all of their software as is, without warranty implied or otherwise, and will not be held responsible for damage, loss of earnings or other costs incurred through the use of their software.

## 8. Infringement of Rights

- a) You (the client) will ensure that by providing RNS Computer Services with any material for publication that the copyright is held by you, and that all materials are licensed and in proper use. Further more you will indemnify RNS Computer Services of any blame or liability should it be proved that copyright infringement has occurred as a result of our actions, omissions or those of our suppliers.
- b) The Purchaser shall indemnify the Company against all loss, damages, cost and expenses suffered as a result of any work done in accordance with the Purchaser's specification(s) which result in infringement of a patent, registered design or other right in industrial property.

## 9. Property Law

All contracts made between the Company and the Purchaser shall be governed by English Law and the Purchaser shall submit to the jurisdiction of the English Courts.

## 10. Amendments and Cancellation

The Purchaser shall redeem all costs incurred by the Company in the event of any change to or cancellation of an order to supply goods or services, regardless of such an order being verbal or in writing. The postponement or cancellation of an order for software development will require the Purchaser to redeem all costs incurred by the Company plus an amount not less than 50% of the remaining development costs as estimated by the Company.

## 11. Website Development

- a) All web sites hosted or developed by RNS Computer Services will bear the "RNSCS" strap line situated at the bottom of each page.
- b) We reserve the right to link to, refer to or use as examples any work undertaken on behalf of a client for marketing purposes.
- c) RNS Computer Services reserves the right to re-use, re-engineer or re-distribute either in part or whole at its own discretion, code, code modules, designs or other components which may have been developed on behalf of a client.

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d) All web sites developed by RNS Computer Services will be designed as best possible in accordance with industry standard best practices, and will be navigable by the majority of search engines. RNS Computer Services offer no warranties as to the placement of a site within any search engine index but do follow best practices and guidelines specified by key search engines.

## 12. Copyright & IPR

a) In the case of sub contracted projects where an agreement has been made to purchase or transfer source code ownership and / or IPR (other than by Escrow), all goods and services remain the property of RNS Computer Services and may not be used, sold, resold, implemented or otherwise distributed until payment has been made in full.

b) RNS Computer Services will hold exclusive rights to the copyright and distribution of all software, designs, code, database designs, HTML Components or other materials deemed necessary in the development its software solutions. In the case where the IPR is sold or transferred to a client, RNS Computer Services will receive a 15% commission on any sales or revenues generated from the use of that IPR or software over the next 3 year period.

c) No software components or design elements developed or provided by RNS Computer Services may be copied, replicated, shared, re-used or reproduced in any format without prior written consent.

d) Software solutions provided by RNS Computer Services may only be installed at the agreed, designated location by a suitable qualified RNCS engineer.

e) In order to maintain the validity of your support agreement, no products provided by RNCS may be modified in any way or re-installed at other locations either simultaneously or as part of a disaster recovery plan by any person other than an RNS Computer Services engineer.

These conditions may be subject to change, continued use of our software constitutes acceptance of these terms, it is your responsibility to ensure that you check these conditions on a regular basis.

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**I agree and wish to accept / Do not Agree and wish to decline** (Delete as applicable)

the above proposal, and understand that by indicating agreement and acceptance above, and signing and returning this document I am contracting RNS Computer Services to undertake the work as described within it:

Agreed and Authorised By:  
(Please sign)

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Agreed and Authorised By:  
(Please print name)

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Position within company:

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Date:

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Please return this page via fax to **08444 150099**, F.A.O: Paul Senior