

General Terms and Conditions

Contract terms, variations and representations

- a) In these conditions, unless otherwise specified, the term "customer", "you" and "your" refer to you, the individual client, firm, company or other party with whom Pixel Primate contracts.
- b) The terms "Pixel Primate", "us", "we" and "our" refer to us, Pixel Primate Limited. Our company registration number is 07052595, VAT registration number is 988 3796 33, registered office: LCB Depot, 31 Rutland Street, Leicester, LE1 1RE.
- c) The term "hard copy" refers to any information given to Pixel Primate on paper or similar mediums, but not in a digital format.
- d) No order in pursuance of any quotation or otherwise shall be binding on the Company unless and until such order is accepted by Pixel Primate. Any contract made between Pixel Primate and the customer shall be subject to these conditions and save as after-mentioned no representative or agent of Pixel Primate has authority to agree any terms or make and representations inconsistent with them or enter into any contract except on the basis of them, any such term representation or contract will bind Pixel Primate only if in writing and signed by a representative of Pixel Primate.
- e) Unless otherwise agreed in writing by a representative of Pixel Primate these conditions shall apply to the exclusion of any terms and conditions stipulated or referred to by the customer in their order or pre-contract negotiations or any inconsistent terms implied by law or trade custom, practice of course of dealing.
- f) Any general description contained in Pixel Primate's catalogues, website or other advertising material shall not form a representation or be part of the contract.
- g) Where the company has not given a written acknowledgement of the customer's order these conditions will nonetheless apply to the contract provided that the customer has had prior notice of them.
- h) Pixel Primate reserves the right to correct any clerical or typographic errors made by its employees at any time.

1. Tax

Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, Pixel Primate reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

2. Preliminary work

All work carried out, whether experimentally or otherwise, at the customer's request shall be charged.

3. Information transfer

A charge may be made to cover any additional work involved in order to transfer large amounts of written text or text in a hard copy format into a digital format. Pixel Primate reserves the right to define the exact amount constituting "large amounts" and this shall be agreed on before any work is undertaken.

4. Proofs

Proofs of all work may be submitted for the customer's approval and Pixel Primate shall incur no liability for any errors not corrected by the customer in proofs so submitted. When style, type or layout is left to Pixel Primate's judgment, changes therefrom made by the customer shall be charged extra.

5. Deposit and payment

1. All projects undertaken by Pixel Primate on acceptance of our quote require a 50% deposit of the total quote to be paid in full before any work is undertaken. This deposit is strictly non-refundable under any circumstances. On completion of the project the remaining 50% of the total quote must be paid in full before we hand over the completed project to your ownership and/or undertake any other action with the completed project.
2. Unless otherwise specified the price quoted is for, and strictly restricted to, delivery of the completed work to the customer's address as set out in the estimate. All work shall, unless otherwise requested and agreed upon, be in a digital format and be submitted using a suitable medium. A charge may be made to cover any extra costs involved for delivery to a different address.
3. Should work be suspended at the request of or delayed through any default of the customer for a period of 14 or more days Pixel Primate shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
4. All completed work shall be paid for in full by the customer within 14 days of the completion.
5. In the case of a website or similar project, the price quoted additionally includes setup and uploading of the website or similar project to the World Wide Web. Where the website is not hosted by us, work shall be paid for in full by the customer before the files are uploaded.

6. Claims

Advice or damage delay or partial loss of goods in transit or of non-delivery must be given in writing to Pixel Primate and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of dispatch of the goods) and any claim in respect thereof must be made in writing to Pixel Primate and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of dispatch). All other claims must be made in writing to Pixel Primate within 28 days of delivery. Pixel Primate shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that 1. it was not possible to comply with the requirements and 2. advice (where required) was given and the claim made as soon as reasonably possible.

7. Customer's property

1. Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, customer's property and all property supplied to Pixel Primate by or on behalf of the customer shall while it is in the possession of Pixel Primate or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.
2. Pixel Primate shall be entitled to make a reasonable charge for the storage of any customer's property left with Pixel Primate before receipt of the order or after notification to the customer of completion of the work.

8. Insolvency

1. If the customer ceases to pay their debts in the ordinary course of business or cannot pay their debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, Pixel Primate without prejudice to other remedies shall have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer such charge to be an immediate debt due to him, and
2. in respect of all unpaid debts due from the customer have a general lien on all goods and property in their possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

LCB Depot, 31 Rutland Street
Leicester LE1 1RE

www.pixelprimate.com ↗

hello@pixelprimate.com ↗

0116 216 8117

Design. Brand. Code.

Pixel Primate Limited. Registered in England & Wales. Company No. 07052595.
Vat No. 988 3796 33. Registered Address: 31 Rutland Street, Leicester LE1 1RE

9. Liability and illegal matter

1. Pixel Primate shall not be required to publish or print any matter which in our opinion is or may be of an illegal or libellous nature or any infringement of proprietary or other rights of any third party.
2. Pixel Primate shall be indemnified by the customer in respect of any claims, costs, and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other propriety or personal rights contained in any material published or printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
3. In the case of a website that after initial completion is to be maintained by you, Pixel Primate shall not be liable for any changes to web site that could cause the site to contain any libellous matter or any infringement of copyright, patent, design or of any other propriety or personal rights.
4. In the case of any software or technical faults or errors in code written by Pixel Primate which cause a system not to meet specifications agreed by the customer and Pixel Primate, we will resolve these errors and the customer will not be charged extra. Pixel Primate shall be indemnified by the customer in respect of any claims, costs, and expenses arising from software or technical faults or errors.

10. Uncontrollable circumstances

Pixel Primate shall be under no liability if we shall be unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by the employees in contemplation of furthermore of a dispute or owing to any inability to produce material required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to Pixel Primate elect to terminate the contract and pay for work done and materials used but subject there to shall otherwise accept delivery when available.

11. Data and confidentiality

Pixel Primate obligates to indemnify you should an immediate breach occur, resulting in confidential information and sensitive data being leaked. Pixel Primate will not be held responsible for any breaches beyond its control; including but not limited to internet hacking, theft, Act of God, legislation, war, fire, flood, drought, transmission of computer viruses (involving self replication or not, including but not limited to trojan horses, worms or logic bombs).

12. Intellectual property

Upon receipt of full payment full IP rights will be transferred from Pixel Primate to you for any bespoke material, design or software we produce exclusively for you. This does not include: source files, vector graphics, third party materials or photography; systems or software which we use under licence.

13. General

1. These conditions and all other expressed terms of the contract shall be governed and contracted in accordance with the laws of England.
2. The headings of the paragraphs and layout of these conditions are for ease of reference only and shall not affect the interpretation or construction thereof.
3. If any provision of these contracts is or becomes illegal, void or unenforceable for any reason, the validity of the remaining provisions shall not be affected.
4. Failure of Pixel Primate to enforce strict compliance with these conditions by the customer will not constitute a waiver of any of the provisions of these conditions.
5. Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, reenacted or extended at the relevant time.

Hosting Terms and Conditions

Contract terms, variations and representations

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- e) Unless otherwise agreed in writing by a representative of Pixel Primate these conditions shall apply to the exclusion of any terms and conditions stipulated of referred to by the customer in their order or pre-contract negotiations or any inconsistent terms implied by law or trade custom, practice of course of dealing.
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1. Price variation

Annual charges are based on Pixel Primate's current costs of production and, unless otherwise agreed, are subject to amendment upon annual or other renewal to meet any rise or fall in such costs.

2. Tax

Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, Pixel Primate reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

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3. Liability and illegal matter

1. Pixel Pirmate shall not be required to host any matter which in our opinion is or may be of an illegal or libellous nature or any infringement of proprietary or other rights of any third party.
2. Pixel Pirmate shall be indemnified by the customer in respect of any claims, costs, and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other propriety or personal rights contained in any material published or printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
3. In the case of a website being hosted is to be maintained by you, Pixel Pirmate shall not be liable for any changes to web site that could cause the site to contain any libellous matter or any infringement of copyright, patent, design or of any other propriety or personal rights.
4. Pixel Pirmate shall not be liable for any electronic transmission sent using our technologies, hardware or software that could contain any libellous matter or any infringement of copyright, patent, design or of any other propriety or personal rights.
5. Pixel Pirmate shall not be liability for any loss in business and/or any other costs if we shall be unable provide any part of the contract for any reason including (without limiting the foregoing) hardware error, software error, human error and/or any other downtime and/or loss of service.

4. Insolvency

If the customer ceases to pay their debts in the ordinary course of business or cannot pay their debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, Pixel Pirmate without prejudice to other remedies shall have the right not to proceed further with the hosting or any other service for the customer and be entitled to charge for service already carried out (whether completed or not) and materials purchased for the customer such charge to be an immediate debt due to him, and in respect of all unpaid debts due from the customer have a general lien on all goods and property in their possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

5. Uncontrollable circumstances

Pixel Pirmate shall be under no liability if we shall be unable provide any part of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by the employees in contemplation of furthermore of a dispute or owing to any inability to produce material required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to Pixel Pirmate elect to terminate the contract and pay for work done and materials used but subject there to shall otherwise accept delivery when available.

6. Third party usage

Pixel Pirmate reserves the right to use third party companies to provide hosting services where applicable.

7. Cancellation

Should the customer wish to cancel any ongoing service provided by Pixel Pirmate, clear notice of cancellation must be provided by the customer in writing 30 days before the service is due to be renewed. Upon failure to do this the customer shall be liable for any renewal charges in full.

8. General

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2. The headings of the paragraphs and layout of these conditions are for ease of reference only and shall not affect the interpretation or construction thereof.
3. If any provision of these contracts is or becomes illegal, void or unenforceable for any reason, the validity of the remaining provisions shall not be affected.
4. Failure of Pixel Pirmate to enforce strict compliance with these conditions by the customer will not constitute a waiver of any of the provisions of these conditions.
5. Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.