

# Terms and Conditions

## For Clients of Cruse Control Limited

The following provides an outline of business best practice to help Clients get the best working relationship from Cruse Control Limited. (Also called "Cruse Control")

Engaging Cruse Control Limited in any work is taken as acceptance of your agreement of the terms and conditions as set out below.

### **Database Business**

#### **1. Database brief**

- a) Brief to be submitted prior to quote being provided.
- b) If no brief is available the appropriate brief form must be filled in to aid the briefing process (available upon request).
- c) If the Client is not in a position to provide a brief and requires assistance – consultancy can be provided at the standard daily rate until a brief has been formulated in writing and signed off. This section of the development process will be charged for as 'Phase 1' prior to any development/programming work being undertaken.
- d) No 'refund' against programming will be provided if the project develops from consultancy into programming, consultancy is an independently chargeable part of the project.

#### **2. Database programming**

- a) Programming will commence on a project when a full brief has been agreed between the Client and Cruse Control Limited.
- b) A written approval of engagement must be provided by the Client which will include rough delivery schedules and final cost agreed.
- c) Any deviation from the original brief will be noted and charged for accordingly at the appropriate stage of the project.

#### **3. Database Support and Training**

- a) Cruse Control Limited can install the relevant software if required to do so, but are happy to sign this responsibility over to the Clients designated IT member of staff. This will be confirmed at the time of Quote approval.
- b) Cruse Control Limited are not responsible for any support on database problems which have occurred due to Clients amends on Fields, Structure and Scripts within any file after delivery.
- c) Any support given on Client amended databases will be at the discretion of Cruse Control Limited and, if provided, will be charged at the standard daily support rate.
- d) All other support and training terms will be agreed at quote stage and signed off accordingly.

#### **4. Backing up the Database**

- a) Cruse Control Limited are not responsible for the loss of any data due to network or computer related problems which cause database corruption.
- b) The Client is responsible for backing up their database on a regular basis and should a restore of the database be needed, this must be done by the Client from the most recent back-up.

### **Microsoft Templates and Presentations**

- a) Full brief must be provided, or a full brief sheet must be completed with correct platform, software versions, fonts required etc stated (brief sheets available from Cruse Control upon request).

- b) Full mark-up of layouts with locked and unlocked sections (if applicable), all typographical information and grid references must be provided.
- c) On receipt of a) and b) a Quote will then be provided.
- d) Images/logos/fonts are to be supplied in the correct format
- e) Any Images needing to be translated from their correct format will be charged for at the standard daily rate.
- f) All authors corrections on layouts originally supplied by Cruse Control to the brief, will be charged for at a fair rate evaluated by Cruse Control upon receipt of the amends.
- g) No amends will be undertaken without these additional costs being approved in writing.

### **Consultancy and Other Business**

1. Where a brief is not available, consultancy at the standard daily rates will be charged until a brief is agreed upon.
2. Quotations will only be offered on presentation of/ agreement to a brief.
3. All work is subject to the Payment Terms and Third Party Terms as set out below.

### **Payment terms**

1. No work will be undertaken by Cruse Control without one of the following:
  - a) Signed purchase order to the value of the quote/daily rate for the job
  - b) Written approval of quote
  - c) Approved rolling account
2. All accounts to be settled within 30 days of invoice date.
3. Where a Client has a history of late payments, all outstanding invoices must be paid in full before the commencement of any other projects. A debit account may then be set up to allow the Client to pay in advance for any further services; upon receipt of a confirmed quote; and prior to commencement of those services.

### **Third Party Terms**

1. Employment of Third Parties by Cruse Control will be on one of two bases:
  - a) In most cases any Third Party cost will be included in Cruse Control's original quote. Where Cruse Control are repaying the Third Party in question Cruse Control will take full responsibility for any work undertaken by the Third Party
  - b) Any Third Parties not included in Cruse Control quotes will be responsible directly to the Client for their work and will invoice the Client separately. Cruse Control Limited take no responsibility for work provided by any Third Party invoicing the Client directly. It is the Clients responsibility to ensure that they are happy with all work undertaken by a Third Party prior to paying the Third Party.
2. Any dispute with a Third Party referred by Cruse Control will not effect any payment terms agreed with Cruse Control.

### **General**

1. Cruse Control Limited reserve the right to defer or decline a Clients business prior to any written agreements being in place.  
Qualification of a Client under these Terms and Conditions is not a guarantee of Cruse Control Limited's agreement to undertake any project on behalf of a Client.