



TRISTAR TECH SOLUTIONS LIMITED | WEB DEVELOPMENT

Standard Terms & Conditions

Definitions

In this Contract the following terms shall have the following meanings:

1. "Tristar" means Tristar Web Solutions, Tristar Support or Tristar Tech Solutions Ltd.
2. "Client" means the person, company firm or individual with whom the contract is made.
3. "Contract" means the agreement between the Client and Tristar for the sale of services and or products.
4. "Service(s)" means Web Design, Site Promotion, IT Support, Web Site Hosting, Co-Location, Co-Manged Services, Training or any product or service provided by Tristar.

Agreement and Acceptance of our Terms and Conditions

1. These terms and conditions will be deemed to have been accepted by the Client upon placement of an order with Tristar and shall override any other terms which the Client may subsequently seek to impose.
2. Orders must be confirmed in writing by return of the signed Proposal or Order Form and this will effectively form the basis of the Contract.
3. Tristar will only provide Service(s) where a signed Contact has been received and will not carry out work for any Client who is under 18 years of age.
4. Tristar reserves the right to amend the Contract and the original quotation if the Client changes the content and specifications contained in the original Contract.
5. The Client is deemed to fully understand and agrees to be legally bound by the terms set out herein, held legally responsible for any and all breaches of its terms, fully understands and agrees to the conditions of this contract, our charges and all other clauses written herein.
6. Further, the Client understands that this contract is equally in force once Tristar's Service has commenced whether the Client has asked for or had sight of a copy of this contract or not.
7. Tristar offer a copy of our latest contract to any Client upon request, which can be collected from us at our head office or on our web sites.
8. All written and oral statements or representations are superseded by the Contract and Tristar's sales representatives are not authorised to remove or vary any of these terms or introduce any other terms, written or oral, into the contract.
9. No variations, inclusions or exclusions of these Terms are permitted except by express agreement in writing by the hand of a Director of Tristar.

Services

The Service(s) to be provided are detailed in the Proposal and/or on the Order Form. In the event that the Proposal or Order Form incorrectly details the Service(s) required the Client must notify Tristar and inform them of any changes prior to agreeing to the terms.

Charges and Payments

1. Charges for the Service(s) provided by Tristar will be defined in the written Proposal or Order Form, save that if additional work is requested by the Client the fees for such additional Service(s) will be agreed in writing between the parties.
2. Charges shall be due and payable in advance of our Service(s) provision (either in full or part with the balance due upon completion) unless otherwise agreed, as detailed in the Proposal or Order Form.
3. Charges are exclusive of "Value Added Tax" which shall, if applicable, be paid additionally by you at the rate prescribed by law on submission by us of a proper VAT invoice.
4. The required payment is to be made in full no later than 30 days from the date of the invoice in acceptable cleared funds in UK Sterling, unless otherwise specifically agreed by Tristar in writing to the Client.
5. Payment may be made by BACS, Direct Debit, bank transfer or cheque payable to the Tristar trading division as shown on the invoice or by standing order.
6. Tristar, at our discretion, may require references and may undertake a search with a licensed credit reference agency who will keep a record of that search.
7. Recurring charges are payable on or before the due date of all subsequent periods during the contract term. If payment is not received on or before the due date Tristar reserves the right to immediately withdraw, suspend or limit service and to charge the Client interest on the principal sum.
8. In accordance with The Late Payment of Commercial Debts (Interest) Act 1998 interest will be charged on all payments received outside of payment terms at the current Reference Rate plus 5%.
9. The Client will be held liable for all charges due to late payment and/or cheques that require representing and/or all costs incurred by Tristar in recovery of the debt and/or compensation arising from late payment under section 5A of the Late Payment of Commercial Debts (Interest) Act 1998.
10. Any queries or complaints as to an invoice must be made in writing to a Tristar Director within 10 days of receipt of the invoice.

Cancellation

1. Tristar will only permit cancellation of orders for Service(s) subject to the following terms and receipt of a written notice by letter bearing the Client's signature and be delivered to our head office by first class recorded delivery.
2. Web Design and Development.
 - 2.1. In the event that a client accepts a quotation proposal and within 14 days decides not to proceed with the website order, then a cancellation charge of £255 will be incurred covering the consultation time and associated fees including setup costs.
 - 2.2. In the event that a client cancels after 14 days, or if work has commenced on the site the Client will be invoiced the total costs for work completed up to the date of receipt of the notice of cancellation at the prevailing hourly rate.
 - 2.3.1 If the client does not provide the required content, information text and or images within either a 3 month or mutually agreed period of time then Tristar reserves the right to charge the client for the time spent on the client's project at the prevailing hourly rate.

2.3.2 If, during the website development cycle the client does not supply Tristar with the content, information, text and or images required in order to complete the site within a reasonable amount of time Tristar will consider that the client wishes to cancel the order. In the event that the client does wish to continue, Tristar reserves the right to renegotiate the quotation proposal agreed or due.

3. Support and Maintenance. In the event of cancellation of a support and maintenance order the Client will be invoiced for the 90 days' notice period required under the specified terms detailed in the Proposal.
4. Website Hosting. 30 days' notice is required prior to the renewal of the contract in the event that a client wishes to cancel or not renew a web hosting contract. If you cancel your account within your service period Tristar will not make any refund on any unused portions of your account and you have no obligation to continue using our service. For further information, please see the website hosting terms and conditions.
5. Rental. In the event of cancellation of a rental order the Client will be invoiced for the greater of 1-month notice or the outstanding period remaining of the minimum rental contract as required under the specified terms detailed in the Order Form.

Force Majeure

1. Tristar will make every effort to carry out the Clients instruction and the resulting contract but shall be under no liability if unable to carry out any provision of the Contract due to any cause beyond its reasonable control, including but not limited to inability to secure labour, materials or supplies, breakdown of machinery or as a result of an Act of God, war, riot, industrial action (whether involving Tristar employees or not), act or omission of government, or other competent authority, lightening or fire, flood, drought, inclement weather, failure of power supply or any cause beyond Tristar's control.
2. During the continuance of such contingency the Client may be notice in writing to Tristar elect to terminate the Contract and pay for work done up to such notice and for materials used but subject thereto shall otherwise accept delivery when available.

Intellectual Property Rights

1. The Client must own Copyright or have Rights of Usage. The Client unconditionally guarantees that any elements of graphics, photos, designs, trademarks or any other artwork supplied to Tristar are owned by the Client or that the Client has permission from the rightful owner to use each of these elements.
2. The Client shall indemnify and hold harmless Tristar against any costs whatsoever in connection with the ownership of copyright, Rights of Usage or content. The Client shall have full liability for any consequences appertaining to content, including but not limited to reasonable legal costs incurred by Tristar caused by the content supplied.
3. The Client retains the copyright of all materials supplied by the Client and grants Tristar the right to use such material.
4. All design, graphics and programming produced by Tristar will remain the property of Tristar and shall not be distributed, modified or reused by any third party or associated business unless otherwise agreed by the express written consent of a Tristar director.

- 4.1 All design, graphics and programming produced by Tristar utilising Open Source programs and third party developed modules will become the property of the client upon completion and receipt of full payment of cleared funds for the project.
5. If any infringement of copyright occurs with the knowledge of the Client, then the Client must inform Tristar immediately upon becoming aware of the breach.

Data Protection

1. In relation to the provision of the Service(s) and terms of this Contract each party shall ensure full compliance at all times with all current data protection legislation, including the Data Protection Act 1998 or any statutory modification or re-enactment thereof.

Limitation and Exclusion of Liability

1. Tristar shall not be liable for any consequential or indirect losses or damage, loss or damage of profits, revenues, anticipated savings, use, contract, business, contacts, reputation, goodwill or any liability the Client may have to a third person in each case howsoever and whatever the cause, whether or not in the contemplation of the parties at the time of entering into the contract, under or in connection with this agreement.
2. Without prejudice to any other provisions of these terms in no circumstances shall Tristar be liable for misrepresentation (unless fraudulent) whether made prior to or in this agreement, negligence, other tort, breach of contract or breach of statutory duty.

Indemnity

1. The Client shall indemnify and keep indemnified Tristar against any costs, claims and liabilities incurred by Tristar arising out of any action and/or as a result of any breach of these terms by the Client.

General

1. Jurisdiction. This Contract shall be governed by and interpreted according to the Law of England and Wales and both the Client and Tristar hereby submit to the non-exclusive jurisdiction of the English Courts.
2. Severability. If any provision of these terms and conditions shall for any reason be held by a competent authority to be invalid or unenforceable in any way, the validity or enforceability of the remainder of the terms and conditions shall not be affected and they shall remain in full force and effect.
3. Assignment. This contract is personal to the Client and the Client may not assign or otherwise transfer this agreement or any of the rights and obligations hereunder whether in whole or in part without the prior written consent of Tristar.
4. Third Parties. Nothing in these terms is intended or will create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 to or benefit for any third party.
5. Sub-contracting. Tristar may sub-contract any of its obligations hereunder to any third party as necessary in order to complete this agreement.



6. Notice. Any notice to be provided to Tristar under this Contract shall be in writing and delivered to our relevant trading division by recorded first class post.
7. The Client agrees that Tristar may use any of the details held within our database for marketing reasons.
8. The headings in these Terms are for convenience only and shall not affect their interpretation.
9. The Client agrees and understands that errors and omissions may be present, which they agree are accepted.
10. Tristar reserves the right to amend, alter or delete any or all of the above Contract terms at any time.

Entire Agreement

1. These standard Tristar Terms and Conditions together with those detailed in the Proposal and/or on the Order Form contain the entire contractual agreement and understanding of all parties. All prior agreements, understandings, arrangements or representations (both oral and written) are superseded by the Contract. Each of the parties acknowledges and agrees that it does not enter into this agreement on the basis of and does not rely, and has not relied upon, and shall have no remedy in respect of, any statement or representation or warranty or other provision made, given or agreed to by the other party to this agreement (whether negligently or innocently made) except those expressly repeated or referred to in this agreement and the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this agreement. Nothing in this clause shall operate to limit or exclude liability for fraud.

November 2021